



**Thursday, June 6, 2024**  
**Rocketship CA Board Committee (2023-24 Q4)**

**Meeting Time: 4:00pm**

**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:**

**683 Sylvandale Ave, San Jose, CA 95111**

**1700 Cavallo Rd, Antioch, CA 94509**

**2351 Olivera Rd, Concord, CA 94520**

**909 Roosevelt Ave, Redwood City, CA 94061**

**1670 Las Plumas Ave, San Jose, CA 95133**

**4732 Knoll Park Circle, Antioch CA 94531**

**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 March 28, 2024 CA Board Committee meeting
- B. Recommend approval of the 2024-25 Instructional Calendar to the Rocketship Public Schools Board of Directors
- C. Recommend approval of the 2024-25 Employee Handbook to the Rocketship Public Schools Board of Directors
- D. Recommend approval of the 2024-25 California Family Handbook to the Rocketship Public Schools Board of Directors
- E. Recommend approval of the Title IX Policy Update to the Rocketship Public Schools Board of Directors
- F. Recommend approval of the California Board Committee meeting calendar to the Rocketship Public Schools Board of Directors

**3. Agenda Items**

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- A. Executive Director Update
- B. Review and Recommend Approval of 2024-2025 Annual Plan and Budget, including all Rocketship CA school-level budgets
- C. Review and Recommend Approval of Local Control Accountability Plans (LCAPs) for all CA Rocketship schools
- D. Review and Recommend Approval of CA School Dashboard 2023-24 Local Indicator Data
- E. EOY Achievement & 24-25 Curriculum Update
- F. Spring Family Survey Results

G. Staff and Student Intent to Return Update

H. After School Program Update

#### **4. 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 CA Board Committee (2023-24 Q3) (Thursday, March 28, 2024)**

*Generated by Cristina Vasquez on Monday, April 1, 2024*

### **1. Opening Items**

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

At 4:05pm, Ms. Bernal Samano took roll call. With a quorum of committee members present, Ms. Bernal Samano called the meeting to order.

Present: Diana Phuong, Courtney Shenberg, Matt Red, Yolanda Bernal Samano

Absent: Ruben Solorio, Deja Gipson, Hugo Castaneda

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

At 4:05pm, Ms. Bernal Samano called for public comment on off-agenda items. No comments from the public were made.

### **2. Consent Items**

#### **A. Approve minutes from the February 1, 2024 CA Board Committee meeting**

At 4:07pm, a motion to approve consent items was made by Mr. Red, seconded by Ms. Shenberg, and carried unanimously by roll call vote.

Y: Diana Phuong, Courtney Shenberg, Matt Red, Yolanda Bernal Samano

N: --

Abstain: --

### **3. Agenda Items**

#### **A. Executive Director Update**

At 4:07pm, the committee discussed agenda item 3(A). No action was taken.

#### **B. Budget Update**

At 4:17pm, the committee discussed agenda item 3(B). No action was taken.

#### **C. Enrollment Update**

At 4:37pm, the committee discussed agenda item 3(C). No action was taken.

#### **D. DEI & Staff Satisfaction Survey Results and Projected Retention**

At 5:11pm, the committee discussed agenda item 3(D). No action was taken.

At 5:37pm, the committee took a break.

#### **E. Meeting with Regional Advisory Board**

At 6:02pm, Ms. Bernal Samano took roll call.

Present: Diana Phuong, Matt Red, Yolanda Bernal Samano

Absent: Courtney Shenberg

At 6:03pm, the committee discussed agenda item 3(E). No action was taken.

At 6:07pm, Ms. Shenberg rejoined the meeting.

### **4. Adjourn**

At 7:10pm, a motion to adjourn was made by Mr. Red, seconded by Ms. Shenberg, and carried unanimously by roll call vote.

Y: Diana Phuong, Courtney Shenberg, Matt Red, Yolanda Bernal Samano

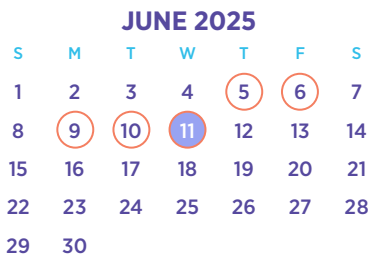
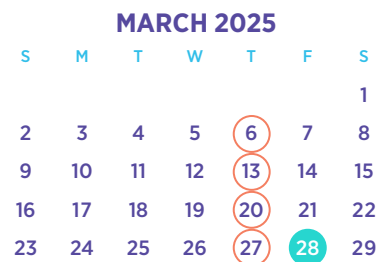
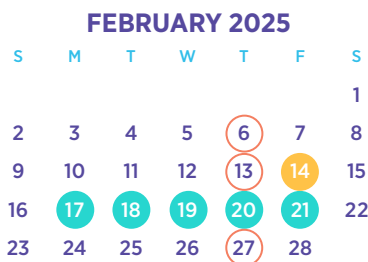
N: --

Abstain: --

- First/Last Day of School
- TK/Kinder Camp & TK-G2 Camp
- Minimum Day
- Extra Early Release Day (noon)
- Holidays & Breaks - School Closed
- Family Conferences - No school for students
- Assessment Days - School in session

## 2024-2025 CA School Calendar

- Aug. 9:** TK/Kinder Camp
- Aug. 12:** TK-G2 Camp
- Aug. 13:** First Day of School for All Grades (Minimum Day)
- Aug 15-16:** Home Visits (Minimum Days)
- Aug 26-Sept. 6:** Fall NWEA Testing
- Sept. 2:** Labor Day Holiday (No School)
- Sept. 19-20:** Data Days (No School)
- Oct. 3:** Home Visit Day (Minimum Day)
- Oct. 10:** Family Conferences (Minimum Day)
- Oct. 11:** Family Conferences (No School)
- Oct. 14:** Indigenous Peoples Day (No School)
- Nov. 11:** Veterans Day (No School)
- Nov. 25-26:** Wellness Days (No School)
- Nov. 27-29:** Thanksgiving Break (No School)
- Dec. 2-13:** Winter NWEA Testing
- Dec. 19-Jan. 3:** Winter Break (No School)
- Jan. 20:** MLK, Jr. Holiday (No School)
- Jan. 23:** Early Release at Noon for All Students (RFA & RDL only)
- Feb. 13:** Family Conferences (Minimum Day)
- Feb. 14:** Family Conferences (No School)
- Feb. 17:** President's Day (No School)
- Feb. 18-21:** Wellness Week (No School)
- March 28:** Cesar Chavez Day (No School)
- April 7-11:** Spring Break (No School)
- April 28-May 9:** Spring NWEA Testing
- May 12-30:** G3-G5 SBAC Testing
- May 26:** Memorial Day Holiday (No School)
- June 5-11:** Family Conferences (Minimum Days)
- June 11:** Last Day of School (Minimum Day)



- Primer/último día de clases
- Campamento de TK/Kinder y TK-G2
- Día mínimo
- Salida temprana al mediodía
- Días festivos y descansos - Escuela cerrada
- Conferencias Familiares - No hay clases
- Días de evaluación - Escuela en sesión

## Calendario Escolar CA 2024-2025

**9 de ago.:** Campamento TK/Kinder

**12 de ago.:** Campamento TK-G2

**13 de ago.:** Primer día de clases para todos los grados (día mínimo)

**15-16 de ago.:** Visitas domiciliarias (días mínimos)

**26 de ago.-6 de sept.:** Pruebas NWEA de otoño

**2 de sept.:** Día del Trabajo (no hay clases)

**19 y 20 de sept.:** Días de datos (no hay clases)

**3 de oct.:** Día de visita domiciliaria (día mínimo)

**10 de oct.:** Conferencias familiares (día mínimo)

**11 de oct.:** Conferencias familiares (no hay clases)

**14 de oct.:** Día de los Indígenas (No hay clases)

**11 de nov.:** Día de los Veteranos (no hay clases)

**25-26 de nov.:** Días de Bienestar (No hay clases)

**27-29 de nov.:** Vacaciones de Acción de Gracias (no hay clases)

**2-13 de dic.:** Pruebas NWEA de invierno

**19 de dic.-3 de enero:** Vacaciones de invierno (no hay clases)

**20 de enero:** Día festivo de MLK, Jr. (no hay clases)

**23 de enero:** Salida temprana al mediodía para todos los estudiantes (solo RFA y RDL)

**13 de feb.:** Conferencias familiares (día mínimo)

**14 de feb.:** Conferencias familiares (no hay clases)

**17 de feb.:** Día del Presidente (no hay clases)

**18-21 de feb.:** Semana del Bienestar (No hay clases)

**28 de mar.:** Día de César Chávez (no hay clases)

**7 -11 de abril:** Vacaciones de primavera (no hay clases)

**28 de abril-9 de mayo:** Pruebas NWEA de primavera

**12-30 de mayo:** Pruebas SBAC G3-G5

**26 de mayo:** Día de los Caídos (no hay clases)

**5-11 de junio:** Conferencias familiares (días mínimos)

**11 de junio:** Último día de clases (día mínimo)

### AGOSTO 2024

D	L	M	M	J	V	S
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### SEPTIEMBRE 2024

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### OCTUBRE 2024

D	L	M	M	J	V	S
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### NOVIEMBRE 2024

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### DICIEMBRE 2024

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### ENERO 2024

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### FEBRERO 2025

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### MARZO 2024

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### ABRIL 2024

D	L	M	M	J	V	S
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20	21	22	23	24	25	26
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### MAYO 2025

D	L	M	M	J	V	S
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

### JUNIO 2025

D	L	M	M	J	V	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- Ngày đầu/ngày cuối năm học
- Hội trại TK/mẫu giáo & Hội trại TK-G2
- Ngày học ngắn hơn
- Ngày lễ & Kỳ nghỉ - Trường học đóng cửa
- Họa phụ huynh - Học sinh được nghỉ học
- Ngày đánh giá - Trường học trong phiên
- Ngày xuất viện sớm (trưa)

## 2024-2025

### Lịch học Trường CA

- 9 tháng 8:** Hội trại TK/mẫu giáo
- 12 tháng 8:** Hội trại TK-G2
- 13 tháng 8:** Ngày đầu năm học cho tất cả các lớp (Ngày học ngắn hơn)
- 15-16 tháng 8:** Thăm nhà (Ngày học ngắn hơn)
- 26 tháng 8-6 tháng 9:** Thử nghiệm NWEA mùa thu
- 2 tháng 9:** Ngày lễ lao động (Không có trường học)
- 19-20 tháng 9:** Ngày không giảng dạy (Không có trường học)
- 3 tháng 10:** Thăm nhà (Ngày học ngắn hơn)
- 10 tháng 10:** Hội nghị gia đình (Ngày học ngắn hơn)
- 11 tháng 10:** Hội nghị gia đình (Không có trường học)
- 14 tháng 10:** Ngày dân tộc bản địa (Không có trường học)
- 11 tháng 11:** Ngày cựu chiến binh (Không có trường học)
- 25-26 tháng 11:** Kỳ nghỉ dưỡng (Không có trường học)
- 27-29 tháng 11:** Ngày lễ tạ ơn (Không có trường học)
- 2-13 tháng 12:** Thử nghiệm NWEA mùa đông
- 19 tháng 12-3 tháng 1:** Kỳ nghỉ đông (Không có trường học)
- 20 tháng 1:** Ngày sinh MLK, Jr. (Không có trường học)
- 23 tháng 1:** Ra trường sớm vào buổi trưa cho tất cả học sinh (chỉ RFA & RDL)
- 13 tháng 2:** Hội nghị gia đình (Ngày học ngắn hơn)
- 14 tháng 2:** Hội nghị gia đình (Không có trường học)
- 17 tháng 2:** Lê tổng thống (Không có trường học)
- 18-21 tháng 2:** Kỳ nghỉ dưỡng (Không có trường học)
- 28 tháng 3:** Ngày César Chavez (Không có trường học)
- 7-11 tháng 4:** Nghỉ xuân (Không có trường học)
- 28 tháng 4-9 tháng 3:** Thử nghiệm NWEA mùa xuân
- 12-30 tháng 5:** Kiểm tra SBAC G3 - G5
- 26 tháng 5:** Ngày lễ tưởng niệm (Không có trường học)
- 5-11 tháng 6:** Hội nghị gia đình (Ngày học ngắn hơn)
- 11 tháng 6:** Ngày kết thúc năm học (Ngày học ngắn hơn)

#### THÁNG 8/2024

CN	T2	T3	T4	T5	T6	T7
				1	2	3
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#### THÁNG 9/2024

CN	T2	T3	T4	T5	T6	T7
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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#### THÁNG 10/2024

CN	T2	T3	T4	T5	T6	T7
		1	2	3	4	5
6	7	8	9	10	11	12
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#### THÁNG 11/2024

CN	T2	T3	T4	T5	T6	T7
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#### THÁNG 12/2024

CN	T2	T3	T4	T5	T6	T7
1	2	3	4	5	6	7
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22	23	24	25	26	27	28
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#### THÁNG 1/2025

CN	T2	T3	T4	T5	T6	T7
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12	13	14	15	16	17	18
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#### THÁNG 2/2025

CN	T2	T3	T4	T5	T6	T7
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#### THÁNG 3/2025

CN	T2	T3	T4	T5	T6	T7
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

#### THÁNG 4/2025

CN	T2	T3	T4	T5	T6	T7
		1	2	3	4	5
6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30			

#### THÁNG 5/2025

CN	T2	T3	T4	T5	T6	T7
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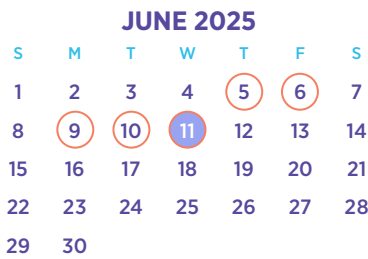
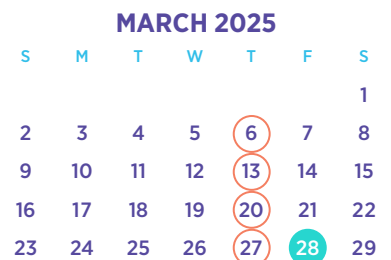
#### THÁNG 6/2025

CN	T2	T3	T4	T5	T6	T7
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22	23	24	25	26	27	28
29	30					

- First/Last Day of School
- TK/Kinder Camp & TK-G2 Camp
- Minimum Day
- Holidays & Breaks - School Closed
- Family Conferences - No school for students
- Assessment Days - School in session

## 2024-2025 CA School Calendar

- Aug. 9:** TK/Kinder Camp
- Aug. 12:** TK-G2 Camp
- Aug. 13:** First Day of School for All Grades (Minimum Day)
- Aug 15-16:** Home Visits (Minimum Days)
- Aug 26-Sept. 6:** Fall NWEA Testing
- Sept. 2:** Labor Day Holiday (No School)
- Sept. 19-20:** Data Days (No School)
- Oct. 3:** Home Visit Day (Minimum Day)
- Oct. 10:** Family Conferences (Minimum Day)
- Oct. 11:** Family Conferences (No School)
- Oct. 14:** Indigenous Peoples Day (No School)
- Nov. 11:** Veterans Day (No School)
- Nov. 25-26:** Wellness Days (No School)
- Nov. 27-29:** Thanksgiving Break (No School)
- Dec. 2-13:** Winter NWEA Testing
- Dec. 19-Jan. 3:** Winter Break (No School)
- Jan. 20:** MLK, Jr. Holiday (No School)
- Feb. 13:** Family Conferences (Minimum Day)
- Feb. 14:** Family Conferences (No School)
- Feb. 17:** President's Day (No School)
- Feb. 18-21:** Wellness Week (No School)
- March 28:** Cesar Chavez Day (No School)
- April 7-11:** Spring Break (No School)
- April 28-May 9:** Spring NWEA Testing
- May 12-30:** G3-G5 SBAC Testing
- May 26:** Memorial Day Holiday (No School)
- June 5-11:** Family Conferences (Minimum Days)
- June 11:** Last Day of School (Minimum Day)



- Primer/último día de clases
- Campamento de TK/Kinder y TK-G2
- Día mínimo
- Días festivos y descansos - Escuela cerrada
- Conferencias Familiares - No hay clases
- Días de evaluación - Escuela en sesión

## Calendario Escolar CA 2024-2025

**9 de ago.:** Campamento TK/Kinder

**12 de ago.:** Campamento TK-G2

**13 de ago.:** Primer día de clases para todos los grados (día mínimo)

**15-16 de ago.:** Visitas domiciliarias (días mínimos)

**26 de ago.-6 de sept.:** Pruebas NWEA de otoño

**2 de sept.:** Día del Trabajo (no hay clases)

**19 y 20 de sept.:** Días de datos (no hay clases)

**3 de oct.:** Día de visita domiciliaria (día mínimo)

**10 de oct.:** Conferencias familiares (día mínimo)

**11 de oct.:** Conferencias familiares (no hay clases)

**14 de oct.:** Día de los Indígenas (No hay clases)

**11 de nov.:** Día de los Veteranos (no hay clases)

**25-26 de nov.:** Días de Bienestar (No hay clases)

**27-29 de nov.:** Vacaciones de Acción de Gracias (no hay clases)

**2-13 de dic.:** Pruebas NWEA de invierno

**19 de dic.-3 de enero:** Vacaciones de invierno (no hay clases)

**20 de enero:** Día festivo de MLK, Jr. (no hay clases)

**13 de feb.:** Conferencias familiares (día mínimo)

**14 de feb.:** Conferencias familiares (no hay clases)

**17 de feb.:** Día del Presidente (no hay clases)

**18-21 de feb.:** Semana del Bienestar (No hay clases)

**28 de mar.:** Día de César Chávez (no hay clases)

**7 -11 de abril:** Vacaciones de primavera (no hay clases)

**28 de abril-9 de mayo:** Pruebas NWEA de primavera

**12-30 de mayo:** Pruebas SBAC G3-G5

**26 de mayo:** Día de los Caídos (no hay clases)

**5-11 de junio:** Conferencias familiares (días mínimos)

**11 de junio:** Último día de clases (día mínimo)

### AGOSTO 2024

D	L	M	M	J	V	S
				1	2	3
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
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### SEPTIEMBRE 2024

D	L	M	M	J	V	S
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### OCTUBRE 2024

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27	28	29	30	31		

### NOVIEMBRE 2024

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24	25	26	27	28	29	30

### DICIEMBRE 2024

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### FEBRERO 2025

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### ABRIL 2025

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- Ngày đầu/ngày cuối năm học
- Ngày lễ & Kỳ nghỉ - Trường học đóng cửa
- Hội trại TK/mẫu giáo & Hội trại TK-G2
- Hộp phụ huynh - Học sinh được nghỉ học
- Ngày học ngắn hơn
- Ngày đánh giá - Trường học trong phiên

## 2024-2025

### Lịch học Trường CA

**9 tháng 8:** Hội trại TK/mẫu giáo

**12 tháng 8:** Hội trại TK-G2

**13 tháng 8:** Ngày đầu năm học cho tất cả các lớp (Ngày học ngắn hơn)

**15-16 tháng 8:** Thăm nhà (Ngày học ngắn hơn)

**26 tháng 8-6 tháng 9:** Thử nghiệm NWEA mùa thu

**2 tháng 9:** Ngày lễ lao động (Không có trường học)

**19-20 tháng 9:** Ngày không giảng dạy (Không có trường học)

**3 tháng 10:** Thăm nhà (Ngày học ngắn hơn)

**10 tháng 10:** Hội nghị gia đình (Ngày học ngắn hơn)

**11 tháng 10:** Hội nghị gia đình (Không có trường học)

**14 tháng 10:** Ngày dân tộc bản địa (Không có trường học)

**11 tháng 11:** Ngày cựu chiến binh (Không có trường học)

**25-26 tháng 11:** Kỳ nghỉ dưỡng (Không có trường học)

**27-29 tháng 11:** Ngày lễ tạ ơn (Không có trường học)

**2-13 tháng 12:** Thử nghiệm NWEA mùa đông

**19 tháng 12-3 tháng 1:** Kỳ nghỉ đông (Không có trường học)

**20 tháng 1:** Ngày sinh MLK, Jr. (Không có trường học)

**13 tháng 2:** Hội nghị gia đình (Ngày học ngắn hơn)

**14 tháng 2:** Hội nghị gia đình (Không có trường học)

**17 tháng 2:** Lê tổng thống (Không có trường học)

**18-21 tháng 2:** Kỳ nghỉ dưỡng (Không có trường học)

**28 tháng 3:** Ngày César Chavez (Không có trường học)

**7-11 tháng 4:** Nghỉ xuân (Không có trường học)

**28 tháng 4-9 tháng 3:** Thử nghiệm NWEA mùa xuân

**12-30 tháng 5:** Kiểm tra SBAC G3 - G5

**26 tháng 5:** Ngày lễ tưởng niệm (Không có trường học)

**5-11 tháng 6:** Hội nghị gia đình (Ngày học ngắn hơn)

**11 tháng 6:** Ngày kết thúc năm học (Ngày học ngắn hơn)

#### THÁNG 8/2024

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#### THÁNG 9/2024

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#### THÁNG 10/2024

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#### THÁNG 11/2024

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#### THÁNG 12/2024

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#### THÁNG 1/2025

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#### THÁNG 2/2025

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#### THÁNG 3/2025

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#### THÁNG 4/2025

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#### THÁNG 5/2025

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#### THÁNG 6/2025

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# ROCKETSHIP PUBLIC SCHOOLS

**Executive Summary  
Rocketship Education  
California Board Committee  
June 6, 2024**

<b>Agenda Item:</b> 2C.  <b>Subject:</b> Recommend approval of the 2024-25 Rocketship Education Employee Handbook for California		OPEN/ACTION
		INFORMATION
	X	CONSENT

**Recommendation(s):**

The 2024-2025 Rocketship Public Schools Employee Handbook (“24-25 Employee Handbook”) has undergone legal review by outside counsel and been updated for all jurisdictions including California, Tennessee, Wisconsin and District of Columbia. It is recommended the California Board Committee recommend approval of the 24-25 Employee Handbook.

**Background:**

While revisions were made throughout the handbook, key updates we are highlighting include:

1. *AI Policy - Acceptable Use Guidelines:* New guidelines have been articulated as we begin to establish our expectations regarding the use of AI technologies within the workplace with the goal of providing guidance for responsible and ethical usage.
2. *Substance Abuse Policy:* A revised policy has been incorporated to provide clearer guidelines and procedures regarding substance abuse in the workplace.
3. *Complaint and Investigations Procedure:* Updates have been made to the complaint and investigations procedure to enhance clarity and efficiency in handling employee grievances and concerns, ensuring fair and thorough resolution processes.
4. *Personal Hygiene Policy:* A new policy is included to outline expectations and standards for personal hygiene in the workplace, promoting a professional and hygienic environment for all employees.
5. *Weapons and Firearms, Violence in the Workplace Policies:* To the fullest extent permissible under law, the Board is being asked to continue Rocketship’s policy of prohibiting employees from possessing or carrying weapons while on School property, in School-owned vehicles, and while performing School business.

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

The Committee annually reviews the employee handbook.

**Fiscal Impact:**

N/A

**Submitted by:**

Danielle Hancock, HRBP Team Lead

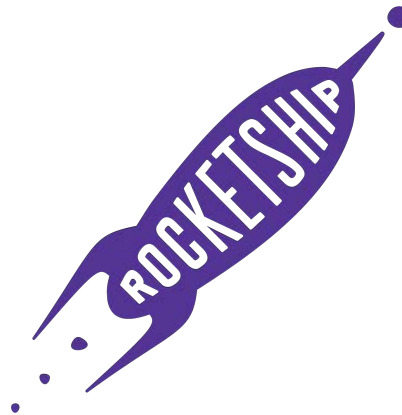
Johnnette Garris, ER Manager

# ROCKETSHIP

PUBLIC SCHOOLS

## Rocketship Public Schools Employee Handbook

Effective July 1, 2024



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

Phone: 877-806-0920

Website: [www.rocketshipschools.org](http://www.rocketshipschools.org)

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# INTRODUCTION TO HANDBOOK

Rocketship Education, doing business as Rocketship Public Schools (“Rocketship,” “RPS,” or the “School”), is a charter school network committed to closing the achievement gap by helping its students reach their full potential.

Thank you for being a dedicated member of the Rocketship team who prove every day that incredible outcomes and experiences are possible when students have access to high quality educational opportunities. The power of our school communities is rooted in the incredible efforts of our staff.

The employee handbook is designed to set every staff member up for success by articulating the policies and guidelines that provide a foundation for the employer/employee relationship. Staff are required to be aware of and follow the policies including in the handbook, especially the policies that are a condition of employment.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all possible applications of, or exceptions to, the general policies and procedures described. Be aware that in many cases, policies/procedures relating to benefits, including eligibility for any amount of benefits, are governed by benefit plan documents, insurance contracts, and other legal documents. Those legal documents supersede any summary provided in this handbook and are controlling. For these reasons, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department.

Note that this handbook applies to RPS school and regional staff and all national network staff and supersedes any and all prior versions of a handbook or manual and any prior inconsistent policies/procedures and description of benefits. Employees working in certain states (for instance, California, Washington, DC, Wisconsin and Tennessee) also have a state law addendum attached to this handbook setting forth the specific policies or legal requirements applicable to the state(s) in which they work. To the extent employees work in a location where state or local law provides rights that exceed the provisions in this handbook or any applicable state law addendum, RPS complies with the applicable law. Nothing in this handbook should be construed to interfere with, limit or prevent employees from communicating about wages, work hours or other terms and conditions of employment or with an employee’s right to engage in activity protected under applicable law, including Section 7 of the National Labor Relations Act. RPS’ procedures, practices, policies, and benefits may be interpreted, modified, suspended or discontinued by RPS at any time.

**This Employee Handbook does not represent contractual terms of employment and should not be interpreted to create contractual rights, obligations or liability, or an express or implied contract.** The employee handbook is periodically revised to align with changes in employment laws across each of the states where Rocketship schools are located and will be interpreted and administered according to all applicable federal, state or local laws. Periodic revisions are also made to provide clarity and insight for existing policies. This Handbook supersedes all previous employee handbooks {OPTIONAL: and is supplemented by other policies and manuals, including [any operations manual for your assigned work location and the Code of Ethics]}.

# CONDITIONS OF EMPLOYMENT

## Equal Employment Opportunity Is Our Policy

RPS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Sexual orientation;
- Religion or creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin, ethnicity or ancestry (including native language spoken)
- Citizenship status (including possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), applicable state or local leave of absence laws , Americans with Disabilities Act ("ADA"), laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

Additionally, RPS does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to an alleged discriminatory employment practice. Employment decisions will be made on the basis of each individual's job qualifications, experience, and abilities and in accordance with applicable state and federal law.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

RPS expects all employees to act in accordance with our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from discrimination, harassment and retaliation.

Employees can raise concerns and make reports without fear of reprisal. Employees with questions or concerns relating to equal employment opportunity, including discrimination and

accommodation requests, are encouraged to bring these issues to the attention of a RPS administrator, and/or Jade Taylor; Director, HR Business Partners; Rocketship Public Schools; 311 Plus Park Blvd, Suite 130, Nashville, TN 37217; [cjtaylor@rsed.org](mailto:cjtaylor@rsed.org).

As required by Title IX, RPS does not (and is required not to) discriminate on the basis of sex in its educational programs or activities. This non-discrimination requirement applies to admission to and employment with RPS. Inquiries into issues related to Title IX may be referred to RPS' Title IX Compliance and Civil Rights Officer, Renita Thukral, [rthukral@rsed.org](mailto:rthukral@rsed.org), or externally to the Assistant Secretary for Civil Rights of the Department of Education, or both.

### **Reasonable Accommodation**

To comply with applicable laws ensuring equal employment opportunities, RPS will make reasonable accommodations upon request unless undue hardship would result for: (i) known disabilities of an otherwise qualified individual; (ii) pregnancy, childbirth or related medical conditions, including lactation; and (iii) sincerely-held religious beliefs, practices and observances.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact RPS and request such an accommodation. The individual should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the condition impairs. RPS will then review the employee's or applicant's situation and accommodation request to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. RPS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, RPS will make the accommodation.

### **Employment At-Will**

It is the policy of the School that all employees are considered "at-will" employees of the School, except if stated expressly otherwise by employment contract. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda, statements or other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee, to guarantee employment for any specific period of time, or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

This employment at-will policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an expressed or implied contract of employment for a definite period, nor an expressed or implied contract concerning any terms or conditions of employment.

## **Verification of Employment & Reference Requests**

Prospective employers, financial institutions, and residential property managers routinely contact employers, including Rocketship, for information on a former or current employee's work history.

All such requests to verify employment should be referred to and handled by the Human Resources Department through the HR Ticketing system: <https://rocketshipschools.atlassian.net/servicedesk/customer/portal/52>. The Human Resources Department will respond to verification of employment with the following information only: dates of employment and job title(s) during employment. Responses to written requests for verification of employment will be made on the form provided only when the request is accompanied by a former or current employee's signed authorization to release such information. A written verification of employment form that has been completed by the Human Resources department will be returned directly to the requesting party.

All requests for employee reference checks must go through the Human Resources Department. The Human Resources Department is the only source authorized to provide information of any kind regarding current or former employees. The Human Resources Department will only confirm the employee's dates of employment and position(s) worked. No other information will be provided.

## **Mandated Reporting**

Any RPS employee who has knowledge of, or observes, a child whom they know or reasonably suspects has been the victim of child abuse or neglect must report the known or suspected child abuse or neglect to the appropriate child protective agency immediately, or as soon as practically possible. Reporting should be made by telephone, followed by the preparation of a written report concerning the suspected abuse and/or neglect which should be sent to the child protective agency to which the report was made as required by law. See the attached Addenda for the mandated reporting policies applicable to each state in which RPS operates.

Employees are also encouraged to immediately report known or reasonably suspected abuse or neglect to the Principal so that the School may conduct an investigation as applicable and ensure any appropriate action is taken to protect the safety of the student. Employees who report suspected abuse to their Principal or other RPS employee must still file a report with the relevant state agency and cannot delegate or rely on any other employee to make this report.

RPS will provide access to annual training on the mandated reporting requirements as required by law.

Please refer to the state law addendum for the state in which you work for specific Mandated Reporter requirements.

By acknowledging receipt of this Handbook, employees acknowledge they are mandated reporters and are certifying that they have knowledge of and will comply with their state's mandated reporting laws.

## **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Additionally, as allowed by state law, criminal history checks of employees or volunteers may be obtained at any time during employment or volunteer services. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Human Resources Department through the HR Ticketing system (<https://rocketshipschools.atlassian.net/servicedesk/customer/portal/52>) within three (3) calendar days of the arrest, charge or conviction or other event that may be a mandatory employment exclusion or otherwise disqualify the employee for employment under applicable federal, state or local background check laws or RPS Charter Authorizer requirements. Employees will be placed on administrative leave while RPS investigates and conducts an individualized assessment of the employee's situation. Information collected on an individual to comply with the requirements listed above is confidential, will be considered in full compliance with federal, state and local laws, and may not be released except as authorized by law or with the consent of the person who is the subject of the information.

### **Tuberculosis Testing**

To the extent that it is required by law for the state in which you work with Rocketship, all individuals working at Rocketship will be required to comply with applicable state law tuberculosis testing requirements. The Human Resources Department will provide employees with all such requirements.

### **Immigration Compliance**

RPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, RPS will not check the employment authorization status of current employees or applicants who were not offered positions unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. The School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, RPS will give employees notice of the inspection both before and after it has occurred as required by law.

### **Teaching Credentials**

All Rocketship teachers and instructional School Leaders will either possess or be in the process of obtaining the appropriate teaching credentials and maintain them in current, valid, unencumbered status throughout their employment, per RPS Charter Authorizer requirements. As an employee, you are responsible to be aware of applicable standards that apply to your position. Employees must provide copies of new and/or renewal documents, as well as any documentation related to

any potential disciplinary actions to be taken by a professional credentialing agency when first received or as requested within a timely matter to Human Resources. Failure to meet or uphold credentialing requirements can result in adverse employment action, up to and including termination, at the discretion of the Human Resources Department and Regional Leadership.

### **Professional Boundaries: Staff/Student Interaction Policy**

RPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

#### Corporal Punishment

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 property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, picking up, grabbing, or physically restraining or redirecting a student as a means of control or punishment, to include any other form of rough handling;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

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.

## Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family, student's family, or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

## Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a School administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse, including any incident in which a student engages in improper communications with the employee. Such reports should include a summary of the student's communication, as well as the time, date, and method of communication. If abuse is suspected, employees must immediately report the suspected abuse as mandated reporters pursuant to the RPS Child Abuse & Neglect Reporting Policy.

## Examples of Specific Behaviors

The following examples are not an exhaustive list:

### *Unacceptable Staff/Student Behaviors (Violations of this Policy)*

- a. Giving gifts to an individual student that are of a personal and intimate nature.

- b. Kissing of any kind.
- c. Any type of unnecessary physical contact with a student in a private situation.
- d. Intentionally being alone with a student away from the school.
- e. Making or participating in sexually inappropriate comments.
- f. Sexual jokes.
- g. Seeking emotional involvement with a student for your benefit.
- h. Listening to or telling stories that are sexually oriented.
- i. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- j. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- k. Communicating with students in an inappropriate manner, including but not limited to using an aggressive/threatening tone or profanity, mocking students, or engaging in any form of name-calling or use of inappropriate nicknames.

#### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- a. Giving students a ride to/from school or school activities.
- b. Being alone in a room with a student at school with the door closed.
- c. Allowing students in your home.

#### Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- a. Remarks about the physical attributes or development of anyone.
- b. Excessive attention toward a particular student.
- c. Sending emails, text messages or letters to students if the content is not about school activities.

#### Acceptable and Recommended Staff/Student Behaviors

- a. Getting parents' written consent for any after-school activity.
- b. Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- c. Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- d. Keeping the door open when alone with a student.
- e. Keeping reasonable space between you and your students.
- f. Stopping and correcting students if they cross your own personal boundaries.
- g. Keeping parents informed when a significant issue develops about a student.
- h. Keeping after-class discussions with a student professional and brief.



- i. Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- j. Involving your supervisor if conflict arises with the student.
- k. Informing the Human Resources Department about situations that have the potential to become more severe.
- l. Making detailed notes about an incident that could evolve into a more serious situation later.
- m. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- n. Asking another staff member to be present if you will be alone with any type of special needs student.
- o. Asking another staff member to be present when you must be alone with a student after regular school hours.
- p. Giving students praise and recognition without touching them.
- q. Pats on the back, high fives and handshakes.
- r. Keeping your professional conduct a high priority.
- s. Asking yourself if your actions are worth your job and career.

Violations of this policy may result in disciplinary action, including immediate termination of employment.

### **Policy Prohibiting Harassment, Discrimination, and Retaliation**

RPS is committed to providing a work and educational atmosphere that is free of harassment, discrimination, and retaliation. RPS' policy prohibits harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity and gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and related medical conditions); sexual orientation; sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religion or creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin, ethnicity or ancestry (including native language spoken); citizenship status (including possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; military and veteran status; or any other consideration protected under federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, Board members, independent contractors, vendors, visitors or anyone else doing business with RPS shall not be harassed, retaliated or discriminated against, based upon the characteristics noted above. Any employee or agent of RPS who violates this policy will be subject to disciplinary action, up to and including immediate termination of employment or other relationship with RPS. To the extent that a volunteer, unpaid intern, individual in apprenticeship programs, Board member, independent contractor, vendor, visitor or other person with whom RPS does business engages in inappropriate conduct in violation of this policy, RPS will take prompt and appropriate action to remedy the situation.

The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.

### **Examples of Prohibited Conduct**

Discrimination or harassment becomes potentially unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment; or
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Prohibited discrimination, harassment and offensive conduct can be based on any of the characteristics set forth above and includes but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intimidation, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Ridicule or mockery, insults, or put-downs;
- Display of graffiti, cartoons, “memes”, or other electronic or printed material promoting racial, ethnic or other stereotypes;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of unlawful discrimination or harassment. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

RPS does not condone and will not tolerate harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third-party (including independent contractors or other persons with which the School does business).

All forms of discrimination, harassment and retaliation are prohibited both in the workplace and at all work-related settings, including School-sponsored events, business trips and any other location when performing School business.

The prohibitions in this policy apply not only to in-person or verbal communications, but also to communications through the use of the RPS electronic communication system, including e-mail, chats, text messages and voicemail. The prohibitions in this policy also may extend to postings on personal blogs and other forms of social media if seen by or containing messages about your colleagues or others with whom we work.

It is no defense to inappropriate behavior that there was no bad intent, it was only a “joke” or that it was not directed any particular person. It is also no defense to unacceptable conduct that the conduct was “welcome” or otherwise okay to the person or parties engaging in it.

### **Complaint and Investigation Procedure; Sanctions for Violations**

Employees who believe they are being harassed, discriminated or retaliated against are requested to take the following actions:

- In the event you feel you are a victim of harassment, you should immediately contact your immediate supervisor and/or the Human Resources Department through the HR Ticketing system (<https://rocketshipschools.atlassian.net/servicedesk/customer/portal/52>) or by emailing [compliance@rsed.org](mailto:compliance@rsed.org). In the event your immediate supervisor is the alleged harasser, you should contact the next level supervisor, the designated Compliance Coordinator, or any other leadership team member or member of management with whom you feel comfortable.
- Any employees who are uncomfortable with face-to-face interaction may write down their complaints in a memo, and submit the memo to their immediate supervisor and/or the designated Compliance Coordinator.
- Any RPS employee who receives a report of suspected harassment or discrimination is expected to immediately contact the designated Compliance Coordinator.

Reports of prohibited conduct should be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair RPS' ability to investigate and address the prohibited conduct. Any supervisor who receives a report of discrimination or harassment shall immediately notify Human Resources.

After receiving a report, the Human Resources Department shall consider whether the allegations may constitute prohibited discrimination, harassment or retaliation. If so, RPS shall promptly authorize or undertake an investigation, which shall be conducted fairly and appropriately. If appropriate, RPS shall promptly take interim action calculated to prevent prohibited conduct or interference during the course of an investigation.

All employees are expected to cooperate with any investigation. The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations. If the results of an investigation indicate that prohibited conduct occurred, RPS shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct. RPS may also take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

The investigation will be handled in as confidential a manner as possible, with the identity of any complainant, witnesses and accused, and the existence and nature of the complaint disclosed only to the extent necessary to make a prompt, impartial and appropriate investigation or to take appropriate corrective measures. However, complete confidentiality cannot be guaranteed.

RPS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred. Anyone who, after appropriate investigation, has been found to have engaged in discrimination, harassment or retaliation and/or inappropriate behavior inconsistent with the policy (even if not unlawful) will be subject to appropriate disciplinary action, up to and including termination of employment or other relationship with RPS. An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a RPS investigation regarding harassment or discrimination is subject to appropriate discipline, up to and including termination. Further, any supervisor, manager or leadership team member who fails to make an immediate report of a complaint or concern raised to them as required by this policy will be subject to corrective action, up to and including termination of employment. Exempt and nonexempt employees who violate this policy also may

be suspended without pay. Exempt employees will be suspended in full day increments only.

### **Retaliation Prohibited**

RPS will neither engage in nor tolerate retaliation of any kind by anyone against an employee, independent contractor, vendor, visitor or anyone else doing business with RPS for opposing or reporting harassment or discrimination. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith, participating in an investigation (whether by RPS or a government agency) related to such complaints, or associating with someone who made a complaint.

Employees who take part in any retaliatory action will be subject to discipline, up to and including termination. Agents will be subject to termination of their engagement or relationship with RPS for engaging in retaliation.

Retaliation may include, but is not limited to: demotion, denial of promotion, poor performance appraisals, transfer, and assignment of demeaning tasks or taking any kind of adverse actions against a person who complains about discrimination or harassment.

### **Prohibited Sexual Harassment**

RPS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against them or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Human Resources Department.

Consistent with this policy, RPS prohibits the following behaviors, whether by a man or a woman or directed at a man or a woman, and regardless of whether they are considered unlawful:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Any sexually-oriented or otherwise hostile conduct that has the purpose or effect of interfering unreasonably with another person's work performance or of creating a hostile or offensive work environment, such as:
  - - Unwanted sexual advances or propositions .
    - Sexually oriented or degrading gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience, including discussions of sexual fantasies, frustrations or the like.
    - Preferential treatment or promises of preferential treatment to an employee for submitting to a romantic relationship or sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
    - Linking or conditioning any employment decision, benefit or other practice to a subordinate's submission, or refusal to submit, to sexual advances or conduct.
    - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
    - Requesting a date from someone after the recipient of the request has already said "no" to a prior request or otherwise indicated lack of interest in a date.
    - Referring to employees of any sex, gender, sexual orientation or gender identity in negative or demeaning terms.
    - Engaging in any other behavior of a hostile or abusive nature directed at one sex or gender, even if not sexual in nature.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic;
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. If you have any question about whether behavior is inappropriate, don't do it. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the party's has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate RPS policy.

**Application of Title IX**

Sexual harassment is illegal and may violate Title IX. As such, any employee who experiences sexual discrimination or harassment should bring the concern to the attention of the Director of Human Resources Business Partners and/or the Title IX Civil Rights Compliance Officer.

Attn: Director, Human Resources Business Partners  
 Rocketship Public Schools  
 11 Plus Park Blvd, Suite 130  
 Nashville, TN 37217  
[citaylor@rsed.org](mailto:citaylor@rsed.org)

In addition, the Equal Employment Opportunity Commission (EEOC) is an additional resource for employment discrimination claims:

EEOC Headquarters  
 131 M. Street, N.E.  
 Washington, DC 20507  
 202-663-4900  
[info@eeoc.gov](mailto:info@eeoc.gov)

Additional regional agency resources include:

Department of Fair Employment and Housing Headquarters 2218 Kausen Drive Suite 100	Tennessee Human Rights Commission 312 Rosa Parks Ave, 23rd floor Nashville, TN 37243	DC Office of Human Rights 441 4th Street NW, Suite 570 North, Washington, DC 20001 Phone: (202) 727-4559	Wisconsin Equal Rights Division Milwaukee Office 819 North Sixth St., Room 723
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Elk Grove, CA 95758 Toll Free: (800) 884-1684 Phone: (916) 478-7251 TTY: (800) 700-2320 Fax: (916) 227-2859	(800) 251-3589 ask.thrc@tn.gov	Fax: (202) 727-9589 TTY: 711	Milwaukee, WI 53203 Phone: (414) 227-4384 TDD: (414) 227-4081 Fax: (414) 227-4084
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### Student Discrimination and Harassment

Discrimination and harassment of students by employees are forms of discrimination and are prohibited by law. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the Principal or other appropriate RPS official. All allegations of prohibited harassment of a student by an employee or adult will be promptly investigated. An employee who knows of or suspects child abuse or neglect must also report his or her knowledge or suspicion to the appropriate authorities, as required by law.

RPS shall take appropriate disciplinary action against employees who have engaged in discrimination or harassment of students, up to and including termination of employment.

Retaliation against anyone involved in the complaint process is a violation of RPS policy and acts of retaliation may result in disciplinary action, up to and including termination.

### Sexual Harassment of Students

Sexual harassment of students includes any unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually oriented conversations; making comments about a student's potential sexual performance; requesting details of a student's sexual history; requesting a date, sexual contact, or any activity intended for the sexual gratification of the employee; engaging in conversations regarding the sexual problems, preferences, or fantasies of either party; inappropriate hugging, kissing, or excessive touching; suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage; telephoning or texting students at home or elsewhere to solicit unwelcome social relationships; physical contact that would reasonably be construed as sexual in nature; threatening or enticing students to engage in sexual behavior in exchange for grades or other school-related benefit; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct when the conduct affects the student's ability to participate in or benefit from a program or activity; or conduct of a sexual nature that creates an intimidating, threatening, hostile or offensive educational environment.

Sexual harassment of students by employees is always a violation of law and will result in appropriate disciplinary action up to and including termination from employment and referral to appropriate law enforcement authorities.

RPS employees are generally encouraged to report an action or suspected action that is illegal or in violation of any adopted Board policy. Good faith reports may be made without fear of reprisal.

Any sexual or romantic relationship between a student and a RPS employee is always prohibited, even if consensual.

### **Electronic Recording Policy**

Electronic recording may be used at Rocketship campuses where deemed necessary. The use of electronic surveillance, including either audio or visual recording or both audio and visual

recording, at our schools is solely for the purposes of security and safety of Rocketship students and staff and facilitating the identification of individuals who behave in a disruptive manner or commit a crime. Audio and/or visual recording for any other purpose is prohibited.

#### Prohibited Use of Electronic Recording

In accordance with applicable state laws, Rocketship will not record and does not consent to others recording any private oral conversations that occur in places where individuals would have a reasonable expectation of privacy. As just one example, in California, the consent of both parties is required before a conversation is recorded in any area where an individual would have a reasonable expectation of privacy.

Additionally, Rocketship will not install any surveillance device in areas where there is a reasonable expectation of privacy (i.e. bathrooms).

Employees may not set up hidden recording equipment in any Rocketship classroom, office or any other space on any Rocketship campus for any reason.

Employees must comply with the RPS Artificial Intelligence (AI) Acceptable Use Policy prior to using any AI technology that has the capability or is being used with the intent to record, take notes, analyze or create content during any RPS meeting, school event or other function, whether live in-person or online (e.g., Zoom, Google Meet, etc.).

Rocketship requests that other than during designated school events (such as school plays, graduation, and other events open to the Rocketship community) employees, parents and other visitors to campus refrain from taking photographs and or making audio/video recording of students and staff without first obtaining written consent from the parent of the student. In the event that a parent or campus visitor does capture an image of a student, Rocketship requests that the individual refrain from posting any such image to a personal social media account. Such electronic recording is intrusive and may be in violation of federal and state privacy laws. Furthermore, posting images of children without parent consent could raise serious privacy and security issues. Any employee who is authorized to post images to school social media accounts must do so in accordance with Rocketship's School Social Media Policy.

This policy shall not abridge any individual's rights to record Individualized Education Program ("IEP") meetings pursuant to applicable laws and regulations. Additionally, this policy shall not apply to any audio/video recording that is developed as an accommodation for an individual with a disability.

For any recording made by Rocketship that is subject to the federal Family Educational Rights and Privacy Act of 1974, parents or guardians shall have the right to:

- 1) Inspect and review the audio recordings;
- 2) Request that the audio recordings be amended if the parent or guardian believes that they contain information that is inaccurate, misleading, or in violation of the rights of privacy or other rights of an individual;
- 3) Challenge, in a hearing, information that the parent or guardian believes is inaccurate, misleading, or in violation of the individual's rights of privacy or other rights.

This policy is not intended to and does not supersede any applicable law that expressly allows recording in other particular circumstances. This policy also shall not apply to any recordings



taken in connection with, and is not intended to interfere, restrain or prevent an employee's exercise of rights protected under applicable law, including the NLRA.

### Notification

Rocketship will provide notice on-site if electronic surveillance equipment is installed on campus. If a visitor to a Rocketship school site has questions or concerns about the use of electronic surveillance, he/she should direct all questions to the school Business Operations Manager.

### **Whistleblower Policy**

RPS requires its directors, officers, employees, and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. The purpose of this policy is to encourage and enable employees and volunteers of RPS to report any action or suspected action taken within RPS that is illegal, fraudulent, or in violation of any adopted RPS policy, to a source within RPS before turning to outside parties for resolution. This policy applies to any matter which is related to RPS' business and operations and relates only to those acts of an individual undertaken on behalf of RPS and subject to the direction of RPS. This policy is intended to supplement but not replace RPS' unlawful harassment and discrimination policies, complaint policies, and/or any other RPS employee policy or grievance procedure, or any applicable state and federal laws governing whistleblowing applicable to nonprofit organizations.

### Violations; Reporting in Good Faith

All employees and volunteers of RPS are encouraged to report any action or suspected action taken within RSED that is illegal, fraudulent, or in violation of any adopted policy of RPS (each, a "Violation"). Anyone reporting a Violation must act in good faith, without malice to RPS or any individual inside RPS, and have reasonable grounds for believing that the information shared in the report indicates that a Violation has occurred. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense that may result in discipline, up to and including termination of employment or volunteer status.

### No Retaliation

No employee or volunteer who in good faith reports a Violation or cooperates in the investigation of a Violation shall suffer harassment, retaliation, or adverse employment or volunteer consequences. Any individual within RPS who retaliates against another individual who in good faith has reported a Violation or has cooperated in the investigation of a Violation is subject to discipline, up to and including termination of employment or volunteer status. If an individual believes that someone who has made a report of a Violation or who has cooperated in the investigation of a Violation is suffering from harassment, retaliation or other adverse employment or volunteer consequences, the individual should contact the RPS Compliance Officer. Any individual who reasonably believes he or she has been retaliated against in violation of this policy shall follow the same procedures as for filing a complaint outlined below.

### Reporting Process

If an individual reasonably believes that a Violation has occurred, the individual is encouraged to follow the procedures set forth in Rocketship's complaint policies. Reported Violations will be investigated and handled in accordance with Rocketship's complaint policies. Reports may be

submitted on a confidential basis by the complainant or may be submitted anonymously by mailing the form to the Compliance Officer at: Rocketship Education, Attn: Compliance Officer, 350 Twin Dolphin Drive, Redwood City, CA 94065 or submitting an email complaint to [compliance@rsed.org](mailto:compliance@rsed.org). The complainant may also report a violation to the Department of Human Resources through the HR Ticketing system (<https://www.tfaforms.com/455487>).

### Confidentiality

RPS encourages anyone reporting a Violation to identify themselves when making a report in order to facilitate the investigation of the Violation. Reports of Violations or suspected Violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation, to comply with all applicable laws, and to cooperate with law enforcement authorities. Furthermore, RPS will explore anonymous allegations to the extent possible, but will weigh the prudence of continuing such investigations against the likelihood of confirming the alleged facts or circumstances from attributable sources.

### Accounting and Auditing Matters

The Business Committee is responsible for addressing reported complaints of Violations relating to corporate accounting practices, internal controls or auditing. The Compliance Officer and any RPS employee in the receipt of such a complaint may elect to report the complaint to the Business Committee.

### **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. All employees must comply with all student confidentiality obligations under the Family Educational Rights and Privacy Act ("FERPA"), any applicable state student records laws, and as otherwise provided by RPS policies. Failure to maintain confidentiality may result in disciplinary action, up to and including termination.

Rocketship's policy is to safeguard personal employee information, such as personal health information and social security numbers, in its possession to ensure the confidentiality of the information. RPS will cooperate with and provide access to personnel records when required by law or when we determine that disclosure is necessary and in the best interest of the School, our students or our employees. Employees who wish to inspect their personnel records may do so as is permitted by state law applicable to your work location.

### **Conflicts of Interest**

All employees and members of the RPS Board must avoid situations involving actual or potential conflicts of interest.

The term "actual or potential conflict of interest" describes any circumstance that would or would appear to cast doubt on an employee's ability to act with total objectivity with regard to Rocketship's best interests. All employees and Board members are expected to avoid any action or involvement which would, or would appear to, in any way compromise their actions on behalf of

RPS. Activities that constitute an actual or potential conflict of interest include, but are not limited to, the following:

- For an employee or Board member to conduct business on behalf of RPS with his/her family member, domestic or romantic partner, co-resident, or a business organization in which such person has a significant association or interest, which could give rise to an actual or potential conflict of interest. (See also RPS Relationships and Nepotism Policy).
- To serve in an advisory, consultative, technical, or managerial capacity for any entity that is not affiliated with RPS which does significant work with or performs similar functions as RPS.
- Using proprietary or confidential RPS information for personal gain or to RPS' detriment.
- Using RPS property or labor for personal use.
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to RPS.
- Committing RPS to give its financial or other support to any outside activity or organization.

An employee involved in any relationships or situations which would, or would appear to, constitute a conflict of interest should immediately and fully disclose the relevant circumstances to their supervisor and/or the Human Resources Department for a determination about whether a potential or actual conflict exists.

The supervisor or the Human Resources Department will summarize the employee-reported conflict that may constitute a conflict of interest and will immediately and fully disclose the relevant circumstances to the RPS General Counsel and/or the RPS Chief Executive Officer where appropriate.

If an actual or potential conflict is determined, Rocketship may take whatever corrective action appears appropriate according to the circumstances. Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination.

## THE WORKPLACE

### Employment Status Classifications

To determine eligibility for various benefits, Rocketship employees are classified as regular full-time, regular part-time, or temporary, and as exempt or non-exempt. You will be advised of your status at the time of hire and at any change in position or status.

Regular full-time employees are those hired on a full-time basis for an indefinite or unspecified duration that are regularly scheduled to work at least thirty (30) hours per week. Regular full-time employees are eligible for all RPS-sponsored employee benefits, subject to individual plan requirements for eligibility.

Regular part-time employees are those hired on a part-time basis for an indefinite or unspecified duration that are regularly scheduled to work less than thirty (30) hours per week. Regular part-time employees are not eligible to participate in RPS-sponsored benefits, other than those required by applicable law.

Temporary employees are those hired for either a special project, on an as-needed basis, for seasonal work, or any other kind of work with the understanding that such work will be completed within a specified period of time, usually not to exceed three (3) months. Temporary employees are generally not eligible for RPS-sponsored benefits, other than those required by applicable law. Temporary employees do not become regular employees as a result of the passage of time or by working in excess of the period originally expected or designated. An employee can change from temporary to regular status only if advised of such a change in writing by the Human Resources Department.

Staffing agency workers are those who are employed by a staffing agency but perform work for RPS. Staffing agency workers are not eligible for any RPS employee benefits, although the staffing agency may provide such individuals with benefits. The term “staffing agency” refers to any third-party company that a) employs a worker who performs work for RPS, and b) is responsible for paying the worker’s wages. Independent Contractors also are not employees of RPS.

Employees hired at Rocketship will be classified as exempt or nonexempt, per the definitions provided by applicable federal and state law. Exempt employees are paid on a salary basis without regard to the number of hours they work. Exempt employees are ineligible for overtime pay in accordance with applicable laws. Nonexempt employees are those entitled to minimum wage overtime pay in accordance with applicable federal, state or local laws. Non-exempt employees will be paid at least the applicable minimum wage per hour worked and will be paid overtime wages at 1.5 times their regular rate of pay for all hours worked over 40 in a work week, or as otherwise required under applicable law. Employees will be notified of classification as exempt or nonexempt at their time of hire, at the time their job duties or position changes, or otherwise as appropriate.

These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and RPS.

### **Meal and Rest Periods**

Please refer to the state law addendum for the state in which you work for state-specific meal and rest period requirements.

Unless otherwise provided by state law, all employees working at least five (5) hours are provided with a thirty (30) minute unpaid meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5<sup>th</sup> hour of work. An employee may waive this meal period if the day’s work will be completed in no more than six (6) hours, provided the employee and RPS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

Employees are entitled, encouraged, and expected to take all meal periods provided under this policy. During meal periods, RPS will relieve employees of all duty and will not exercise control over employees’ activities. Employees are free to spend their meal and rest period time as they choose and are free to leave the worksite. No supervisor or manager may impede or discourage employees from taking meal or rest periods provided under this policy.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees are required to document the start/end time of their meal periods, as well as certify they have taken their rest periods, on their time records each payroll period. Any employee who believes that he or she was not provided meal and rest periods that comply with this policy must immediately inform the Human Resources Department or another member of management.

### **Attendance and Tardiness**

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affect the School's ability to implement its educational program, maintain adequate and minimum staffing requirements for student safety, and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone their supervisor as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep their supervisor sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination. Absence for three (3) consecutive days without notifying RPS will be considered recorded as a voluntary resignation from employment due to job abandonment.

### **Timecards/Records**

By law, RPS is obligated to keep accurate records of the time worked by nonexempt employees. All nonexempt employees are required to utilize the School's timecard system on a daily basis.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The timecard indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, and in and out for lunch and for midday absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked. If an employee forgets to mark their timecard or makes an error on the timecard, the employee must contact their supervisor to make the correction and such correction must be initiated by both the employee and their supervisor.

Nonexempt employees are prohibited from performing any off-the-clock work, including but not limited to: checking emails or performing any other work at home or before/after work hours, performing work in the morning before logging in or in the afternoon after logging out, running School errands after logging out, skipping your meal break, taking a shorter meal break, or performing work during your meal period without recording the time worked.

[Exempt employees are required to record their status or otherwise inform their supervisor or Human Resources whenever they are taking PTO or other paid leave available under RPS policies, or when they are absent and not performing work for a full day or more.]

Employees who fail to accurately record their work hours as required under this policy will be paid for all hours worked, but may be subject to disciplinary action for repeated occurrences up to and including termination.

No one may record hours worked on another's timecard. Any employee who violates any aspect of this policy may be subject to disciplinary action up to and including possible termination.

### **School Cancellation, Late Start, and Early Dismissal**

Rocketship's School Cancellation, Late Start, and Early Dismissal Policy covers procedures for closing school due to weather conditions and other hazardous conditions; the procedure for notifying families of school closure; work requirements and compensation implications for salaried and hourly staff members during school closures; and implications of school closure on the Annual Calendar in each region. The portion of the policy addressing work requirements and compensation implications is excerpted below:

If school is closed for an entire day due to severe weather in the area, neither students nor staff will be expected to come to school unless otherwise notified by the Principal due to a critical need at the site. This includes all teachers, School Leaders, and support staff. Exempt staff members will be expected to work remotely during severe weather closures and will be compensated as usual. Nonexempt staff members who were already scheduled to work during a severe weather closure will be compensated as usual for their scheduled work hours. When practical, a nonexempt staff member's manager may assign them work to complete remotely. All staff members should check with their managers for details on where and how to complete their work during severe weather closures.

If school is closed for a reason other than severe weather (i.e. water damage at the school site), students will not be expected to come to school but staff may be asked to report to work, or to work remotely or at an alternative site. All school staff members should check with their manager for details on where and how to complete their work during non-severe weather closure. Exempt staff members will be compensated as usual, and nonexempt staff members will be compensated for their scheduled work hours.

If school remains open but an employee is unable to safely report to school due to extreme circumstances, the employee's manager has the discretion to approve an employee's request to work remotely or from another location under limited circumstances.

### **Staff Dress Code**

Rocketship believes that employees serve as role models. They should therefore maintain professional standards of dress, grooming and personal hygiene. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress, grooming and personal hygiene.

Rocketship encourages employees, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. The dress at Rocketship is typically business attire and/or business casual. Accordingly, all staff shall adhere to the following standards of dress, grooming and personal hygiene:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in dresses or skirts that are no higher than three (3) inches above the knee. Rocketship staff generally may not wear the following: flip-flops, gym shoes, denim, jogging suits. Clothes should fit properly and not be too tight or too baggy.
2. Head coverings, including hats of any kind, except those worn for cultural, religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. Requests for an exception to this policy require prior approval and must be granted by the Human Resources Department.
3. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are generally not permitted, except on designated casual dress days, customarily on Fridays. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
4. Skirts and dresses should be no higher than three (3) inches above the knee.
5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage. For example, midribs should be covered and tops must have shoulder straps.
6. Clothing or jewelry with logos that depict and/or promote gangs, alcohol, tobacco, sex, violence, drugs, illegal activities, profanity, obscenity or otherwise violate the Policy Prohibiting Harassment, Discrimination or Retaliation are not permitted.
7. Appropriate shoes must be worn at all times. Appropriate shoes are defined as shoes that are closed toed, for safety, and shoes that you can easily stand in for prolonged amounts of time.
8. Employees should exercise good grooming and hygiene habits. Hair styles, facial hair, make-up and fingernails should reflect a clean and professional image. Facial hair should be trimmed and groomed, and nails should be cleaned.
9. Employees are asked to be sensitive to those in the workplace when it comes to fragrances and odors. Individuals may have allergies and sensitivities, therefore please be conservative as you apply fragrances and other body products and in your use of air fresheners, incense or other artificial scent products. This also includes odors left on your body, hair or clothing from smoking or use of tobacco products or off-duty use of lawful cannabis products. You may be asked to discontinue use of a product or use a milder scent or bathe or change into clothes that are not disruptive to the work environment.
10. Body odor, bad breath, and lingering cigarette or marijuana smoke may be offensive or trigger sensitivities for coworkers and do not reflect a professional image to our students and other visitors to the School. Employees should take the necessary precautions to prevent such odors with regular bathing and clothes washing (including outerwear and coats), use of deodorant, and good dental and personal hygiene.

Employees are required to observe these rules and to comply with a supervisor's directions concerning these rules. If an employee's poor hygiene or odor (whether from too much scented products or from smoking or other odors) is an issue, the supervisor should discuss the issue with the employee in private and identify the concerns to be corrected. In the event that an employee disagrees with a supervisor's direction regarding appropriate attire, grooming or hygiene under these rules, the employee is still required to obey the supervisor's direction, until such time that the disagreement is resolved by management or Human Resources.

Violation of these rules is subject to discipline, up to and including termination if the problem persists or if the clothing, grooming or personal hygiene concern is particularly inappropriate for the workplace.

Employees may consult their supervisor or the Human Resources Department if they have questions as to what constitutes appropriate attire, grooming or personal hygiene.

**Religious, Medical and Disability Accommodations:** Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. The Company will reasonably accommodate exceptions to this personal appearance, grooming and hygiene policy if required due to an employee's sincerely held religious beliefs or practices, medical condition or disability. Employees who need such an accommodation should contact their supervisor or Human Resources. This policy will be interpreted to comply with applicable local, state or federal laws.

### **Staff Children at Work**

To minimize workplace distraction and health/safety risks, staff members who have children who are not Rocketship students are generally prohibited from bringing their children to school campuses or other Rocketship facilities during the work day. However, Rocketship understands that there may be rare circumstances in which a staff member needs to bring his/her child(ren) to work.

Staff members may only bring a non-Rocketship child to work if the following conditions are met:

- The child accompanies the staff member on a very short-term basis (i.e. one or two days), not on a regular or ongoing schedule (i.e. every Tuesday, or for a two-week period).
- The child is not afflicted with a contagious illness or condition (i.e. child staying home from their own school with the flu or head lice).
- The child is school-aged.
- The staff member is able to fully perform all of his/her job duties.
- The staff member notifies the manager.
- The child is not causing distraction to Rocketship students or staff members.
- The staff member signs the Waiver for On-Site Employee Children, a written waiver of liability for any harm caused by or to the child while on the Rocketship premises during the workday.

If a staff member is not able to meet all of the above conditions, the Principal may, on a case-by-case basis, make an exception for that staff member's child to be at work, depending on the specific circumstances. The Principal must first obtain approval from his/her manager prior to making an exception to any of the above conditions.



Note that in certain cases, older children may be able to be on campus as a Rocketship volunteer. In those cases, the child must follow the requirements and procedures for becoming a Minor Volunteer as set forth in Rocketship's Volunteer Clearance Policy.

### **Employment of Family; Personal Relationships in the Workplace**

There may be occasions when members of the same family or individuals in a romantic/sexual or platonic living relationship are concurrently employed by Rocketship. Rocketship does not discriminate in its employment and personnel actions with respect to its employees or applicants on the basis of marital or familial status. Notwithstanding, Rocketship has the right to refuse to hire or retain a person in a position in the same department, division or facility so as to avoid any potential conflict of interest. The Rocketship Human Resources Department shall have the authority and responsibility for determining if such a potential conflict exists. If RPS determines that such a problem exists, it will take appropriate steps to resolve the problem, which may include reassignment of one person (if feasible) or asking for the resignation of one of the persons.

RPS will not hire or retain individuals in familial, romantic/sexual, or platonic living relationships:

1. Where one would have the authority or practical power to supervise, appoint, remove, or discipline, or determine the compensation of the other.
2. Where one would be responsible for reviewing/evaluating the work of the other.
3. Where other circumstances exist, even if there is no professional supervisory responsibility, which would place the individuals in a situation of actual or reasonably foreseeable conflict between the employer's interest and their own or that would pose difficulties for supervision, security, safety, or morale.

Applicants who are denied employment to a particular position for one of the foregoing reasons may be considered for other vacant positions for which they may be qualified.

For purposes of these provisions, "supervisory employee" or "supervisor" means any employee, regardless of job description or title, having authority in the interest of the employer to hire, transfer, suspend, promote, discharge, assign, reward or discipline other employees using independent judgment.

### **Familial Relationships**

Individuals who are related in the following manner are considered to have a familial relationship for the purposes of this policy: spouse, domestic partner, child or stepchild, parent or stepparent, grandparent or grandchild, brother or sister, uncle or aunt, cousins, nephew or niece, or in-laws including father, mother, daughter, son, brother or sister.

An applicant for a position with Rocketship must disclose this relationship to the Human Resources Department and the position's Hiring Manager upon submitting an application. If two (2) or more employees have (or develop) a familial relationship as described above, it is the responsibility of the employees to promptly disclose this relationship to the Human Resources Department.

### **Romantic and/or Sexual Relationships**

This section of the policy addresses consensual romantic and/or sexual relationships between employees, or involving employees and current parents.

Employees in romantic and/or sexual relationships are not permitted to be in the chain of supervision of one another. If such a relationship arises between a supervisor and an employee, the supervisor AND employee are required to disclose the relationship to the Human Resources Department so that a change in the responsibilities of the individuals involved or transfer of location within Rocketship can occur. Under no circumstance may the supervisor participate in activities or decisions that may reward or disadvantage the employee or employees with whom he/she is involved, including decisions related to hiring, performance appraisals, promotions, compensation, work assignments or discipline. Similarly, and to ensure Rocketship is able to effectively manage all employee interactions in the workplace, employees who enter into romantic and/or sexual relationships with co-workers who are not their supervisor are also required to disclose the relationship to the Human Resources Department and the supervisory employee's management.

Relationships between employees and parents of current students are potentially exploitative and should be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment or favoritism towards students. Employees must disclose any romantic and/or sexual relationships with parents of current students to the Human Resources Department and the supervisory employee's management in order to prevent any disruption to the educational environment potentially caused by the relationship.

### Platonic Living Relationships

Where possible, employees in the chain of supervision of one another should not cohabit. We recognize, however, that co-workers often engage in platonic living arrangements and that promotions into supervisory positions may occur with individuals in this arrangement.

If such a situation arises, it is the responsibility of all involved employees to disclose this situation to the Human Resources Department and the supervisory employee's management. Rocketship will work closely with the supervisor and supervisory employee's management to determine the appropriate action in this case. Under no circumstances may the supervisor participate in activities or decisions that may reward or disadvantage the employee or employees with whom he/she lives, including decisions related to hiring, performance appraisals, promotions, compensation, work assignments or discipline.

Failure to comply with this policy, including its disclosure obligations, will result in discipline, including immediate termination.

### **Rocketship Official Media Accounts**

All public-facing accounts that represent Rocketship are managed and maintained by the RPS Marketing & Communications Department. Input and contributions from all Rocketship employees are encouraged.

Rocketship employees should not set up websites, blogs, or social media pages or identities that appear to officially represent Rocketship as an organization or any of its schools. Note that school campuses are only allowed to create and maintain school social media sites in accordance with Rocketship's School Social Media Policy.

When students enroll in Rocketship, their parents/guardian submits a signed media release that indicates whether or not they permit Rocketship to use photos of their children in official public materials. To help the Rocketship Marketing & Communications ensure that photographs used by Rocketship depict only students with signed, affirmative media releases, employees are asked to identify the students in photos they submit to the Marketing & Communications team for publication.

## **Social Media**

Rocketship respects the rights of its employees to use social media and personal blogging sites during non-work hours. Rocketship also acknowledges the value of social media as a powerful tool to communicate about the organization and to advocate for the School's mission. With that in mind, Rocketship has adopted this social media policy to clarify the expectations and regulations employees should be aware of when using social media.

### Employee Behavior

Rocketship employees should exercise discretion when using social media sites. Employee activity on a social media site may be considered when evaluating the character and competency of the employee.

Expectations and regulations around employee behavior – including those covered in the RPS Employee Code of Conduct, RPS Policy Prohibiting Discrimination/Harassment/Retaliation, and RPS Staff/Student Interaction policies – apply also to an employee's online and social media behavior. In addition, employees should be mindful that their activities online can reflect negatively on the organization as a whole.

Specifically, RPS employees should all be aware of the following guidelines when using social media:

- Rocketship strongly encourages all employees to carefully review the privacy settings on their personal social media and networking sites. What is private in the digital world is often easily searchable and shareable, and has a real possibility of becoming public even without one's knowledge or consent.
- If social media postings on behalf of RPS are part of your job, your use of social media is subject to the specific terms, conditions and restrictions established by RPS and by law, including respecting copyrights, trademarks and privacy rights of students and others, and complying with all laws and regulations governing the posting of social media content such as the Federal Trade Commission's requirements for posting "promotional content."
- RPS owns all postings or other social media communication that you create as an approved part of your job, such as blogs, tweets, and LinkedIn posts, as well as all RPS social media accounts. Employees have no expectation of privacy when making social media postings on behalf of RPS or while using RPS' systems or accounts.
- Employees may not participate in personal social media account postings during working hours or by using RPS' systems. This does not apply if social media postings on

behalf of RPS are part of your job.

- When posting about Rocketship on personal social media sites, employees should make clear that they are not representing Rocketship. To do so, we request that employees include a phrase such as “views are my own and do not represent my employer” on their social media websites or blogs.
- Do not “friend,” “follow,” or otherwise create a digital relationship with a student. If a Rocketship elementary school student has an account on social media such as Facebook, Instagram or TikTok, he or she is most likely breaking the terms of service for that website, which generally prohibit accounts for minors under the age of 13.
- Do not post pictures/video of or identifiable information about a Rocketship student on a personal social media site unless (1) the student is related to you, or (2) you get explicit written permission from the child’s parent/guardian to post this content. (Note: the RPS Media Release form does not cover posting images of students on RPS employees’ personal social media accounts; separate written permission must be obtained for such usage.)
- Do not share disciplinary, academic, health-related, or any other confidential information about a student or other child on a social media website. (See also: RPS Pupil Records Notice, RPS Discipline Policy).

Any violations of this Social Media policy are subject to disciplinary action, including immediate termination.

### **Responsibility for School Equipment**

RPS may issue employees certain equipment to assist in the performance of their job duties. Employees must keep this equipment accounted for, in working order/repair, and take all reasonable precautions to prevent loss or damage to such School equipment. Employees will be held financially responsible for the replacement cost of any item that is lost or damaged as a result of their gross negligence, willful misconduct, or dishonesty, or simply not returned, to the fullest extent permitted by applicable state law. Failure to comply with this policy may also result in disciplinary action, up to and including termination from employment.

### **Asset Replacement**

Rocketship is not responsible and cannot be held liable for any property that is lost or stolen on school grounds. This policy applies to staff, students, families, and other visitors on campus or in School offices.

### **Electronic Services and Use**

#### Section One. Purpose

- A. To better serve families and students and provide employees with the best tools to do their jobs, Rocketship provides to employees access to one or more forms of electronic media and services; including, without limitation, computers, email, internal electronic bulletin boards, and wireless broadband services for the Internet and/or an Intranet, related hardware and software, and all of the system's contents (the "Products").
- B. Rocketship encourages the use of the Products because they can make communication more efficient and effective and because they are valuable sources of information about funders, vendors, technology, and education services. However, all Employees should remember that products provided by RPS are RPS property and their purpose is to facilitate and support RPS' business. All Products are subject to access and review by RPS at its discretion, and employees should have no expectation of privacy concerning their use of the Products. All employees have the responsibility to use the Products in a professional, ethical, and lawful manner.
- C. To ensure that all employees act responsibly, this Electronic Services and Equipment Use Policy (the "Policy") has been established to regulate use of the Products. The Policy is not intended to cover every possible situation. Instead, it is designed to express RPS' philosophy and set forth general principles when using the Products.

## Section Two. Prohibited Communications

The Products must never be used for knowingly transmitting, retrieving, or storing any communication that is:

- Discriminatory or harassing
- Obscene, sexually explicit, or pornographic
- Defamatory or threatening
- In violation of any license governing the use of software
- Illegal or contrary to RPS' mission/policies

## Section Three. Personal Use

The Products are primarily for business use to assist employees in the performance of their jobs. Limited and occasional, or incidental use of the Products for personal/nonbusiness purposes is understandable and acceptable, but all such use must be done in a manner that does not negatively affect the Products' use for their business purposes. However, employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

## Section Four. Access to Employee Communications

- A. The following conditions should be noted:
- i. RPS may, at its sole discretion, monitor Employee communications directly for any lawful purpose, and will routinely do so for the following purposes
    - a. Optimum technical management of RPS' information resources
    - b. Detecting patterns of use that indicate employees are violating RPS policies or engaging in illegal activities.
- B. Employees should not assume that any electronic communications made using the RPS

Products are private. Accordingly, if they have sensitive personal information to transmit, they are advised to use other means.

- C. RPS reserves the right to inspect any and all files, data, or information stored on the Rocketship network, electronic systems or on individual RPS-owned computers or other electronic storage media in order to ensure compliance with RPS policies and applicable law, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.
- D. Further, subject to applicable legal requirements, RPS has the right to inspect and provide any such files, data, or information to third parties and/or federal, state or local authorities for purposes of complying with any federal, state or local laws, and for purposes of responding to subpoenas and/or if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding.
- E. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from the employee, the Chief Business Officer or legal counsel.
- F. Employees should not use personal email accounts for Rocketship-related communications. Such communications should only take place via the employee's RPS email account.

#### Section Five. Software

- A. To prevent computer viruses from being downloaded or transmitted to another user, unauthorized downloading of any unauthorized software to a computer provided by RPS is strictly prohibited. Only software registered by and/or approved through RPS may be downloaded, which can be retrieved through [IT@rsed.org](mailto:IT@rsed.org).
- B. Employees should contact the system administrator if they have any IT questions. Requests for assistance or questions should be sent to: [IT@rsed.org](mailto:IT@rsed.org).
- C. Software not included with a RPS-provided computer and/or listed above in Section 5(A) may be installed or downloaded, but any such installation/downloading should be completed at the time of set up with the assistance of RPS' system administrator. Software downloaded after initial set up that is not listed in Section 5(A) above may be completed only with consent of the system administrator.

#### Section Six. Security/Appropriate Use

- A. Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by RPS management, employees are prohibited from engaging in, or attempting to engage in:
  - a. Monitoring or intercepting the files or electronic communications of other employees or third parties;
  - b. Hacking or obtaining access to systems or accounts they are not authorized to use;
  - c. Use of other people's log-ins or passwords; or
  - d. Breaching, testing, or monitoring computer or network security measures.

- B. No email or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.
- C. Electronic media and services are not to be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system (e.g., downloading large video files).

### **Personal Business**

RPS' facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail and deliveries directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Employees may not use School material, time or equipment for personal projects.

### **Solicitation and Distribution**

RPS seeks to create a work environment free of unnecessary disruptions so that employees can focus on their responsibilities to students. As a result, RPS has developed reasonable rules which restrict (but do not prohibit) solicitation, collection, circulation of petitions and distribution by employees.

Employees may engage in solicitation on RPS premises only during their non-working time. Non-working time means time during meals or breaks and before or after work for both the employee soliciting, collecting, circulating or distributing, as well as for the employee to whom the action is directed.

Employees may distribute or circulate non-RPS written materials only during non-working time and only in non-work areas. "Work areas" include all offices, classrooms and other student areas (gyms, lunch rooms, etc.), hallways, conference rooms or other areas where RPS business or student or School-sponsored activities are conducted. It does not include employee-only break rooms, employee-only parking areas, or other non-work areas. If an employee is not certain whether an area is a work or non-work area, they should consult their immediate supervisor for clarification.

Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on RPS property at any time.

Solicitation, circulation of petitions and distribution by non-employees are prohibited on RPS property at any time.

Any requests from outside persons or organizations to sell merchandise, solicit contributions, distribute literature, arrange displays or use RPS facilities should be referred to the Human Resources Department for enforcement of this policy.

### **Lactation Accommodation**

RPS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible,

run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid unless otherwise required by applicable state or local law.

RPS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a private room that is located close to the employee's work area. Such room/location shall not be a bathroom and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor or Human Resources to request accommodations.

### **Transgender Employees**

Transgender employees can expect the support of management and Human Resources staff. HR will work with each transitioning employee individually to ensure a supportive workplace environment aligned with the staff member's transition timeline. Transitioning employees are encouraged to reach out to HR to discuss workplace supports available to them.

### **Pronoun or Preferred Name Use**

Employees have the right to be addressed by the name and pronoun that corresponds to the employee's gender identity upon request. It is the expectation that all RPS employees will be respectful and courteous to others' preferred pronoun or name use. The intentional or persistent refusal to respect another person's gender identity in the workplace (for example, intentionally referring to an employee by a name or pronoun that does not correspond to the employee's stated preference or gender identity) can constitute harassment and is a violation of this policy. Violations of this policy will be subject to disciplinary action including termination. Employees with questions about documenting a legal name change should contact Human Resources for further information.

### **Artificial Intelligence (AI) Acceptable Use Policy**

While RPS recognizes the benefits of utilizing Artificial Intelligence (AI) and machine learning (ML) tools to assist with various work-related projects, we must prioritize and balance School, employee and student privacy, security and confidentiality obligations, as well as Student and family expectations and requirements and our responsibilities as professional educators to set an example for our students, when using such tools.

Because the degree of risk inherent in using AI/ML tools varies based on the type of work performed and the type of AI/ML tool used, RPS has adopted the following protocols to guide your use of such resources. To be clear, your use of such resources and the rules applicable to such use will depend on the specific situation and on the work being performed. .

Limited use of generative AI/ML tools (such as generative AI products such as ChatGPT, GitHub, Copilot, Microsoft Copilot, Google Gemini, etc.) will be allowed while performing work for RPS with the approval of [your manager/ identified leadership team member, school principal, etc.]. Company email addresses, credentials or phone numbers [can/cannot] be used to create an account with these technologies. No RPS school data or confidential information, or student or employee personal information of any kind may be submitted (copied, typed, etc.) into these platforms.



Employees wishing to use generative AI/ML tools must inform their [manager/director/etc.] [verbally/in writing] how the AI/ML tools will be used. Managers must approve or deny requests in writing prior to the employee's use of the AI/ML tool and may do so after consideration of RPS policies, legal requirements or other business or educational reasons.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the AI/ML tool, that information cannot be used for work purposes.

A few examples of acceptable uses may include:

- For general-knowledge questions meant to enhance your understanding on a work-related topic.
- Use of prompts in the public domain or which do not include non-public information such as "articles about \_\_\_\_"
- To brainstorm ideas related to projects you are working on.
- To create formulas for Excel spreadsheets or similar programs.
- To develop or debug code, to be verified before deployment.
- To draft an email or letter.
- To summarize online research or to create outlines for content projects to assist in full coverage of a topic. Only content written by employees may be included in a final product.

Unacceptable uses include:

- Using any text created by an AI/ML tool in final work products of any kind.
- Copying and pasting, typing, or in any way submitting RPS or student or employee content, data or personal information of any kind into the AI/ML tool.
- Failing to properly cite an AI/ML tool when used as a resource. [Include examples from your company style guide on proper citations.]
- Using any AI/ML tool to record a conversation or meeting or create notes of a conversation or meeting. This rule applies whether the conversation or meeting is live in-person, on the phone, or online (Zoom, Google Meet, etc.). In order for such use to be acceptable, you must provide in advance, full disclosure of the intended recording/note-taking, and obtain full, advance, written consent to the use of the AI/ML tool from all participants in the conversation/meeting (such as via the Zoom "this meeting is recorded" sign-on acknowledgment feature).

If you have any uncertainty about whether certain information is appropriate to input into or for use of an AI/ML tool, you should default to not using such information in the prompt and to not using the AI/ML tool under the circumstances. Ask yourself: would everyone in the room consent to disclosure of this information? Would a student's parent or a competitor consider this information sensitive? Each employee is ultimately responsible for anything that they share or disclose from use of an AI/ML tool.

Any violation of this policy will result in disciplinary action, up to and including termination.

## SAFETY

## **Health and Safety**

RPS is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Human Resources Department any potential health or safety hazards, and all injuries or accidents.

In the event of a crisis, pandemic or natural disaster significantly affecting the health and safety of staff and students, RPS will issue supplemental policies and guidelines that staff will be expected to follow to ensure a safe work environment.

## **Security Protocols**

RPS has developed guidelines to help maintain a secure workplace.

- Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas.
- Report any suspicious persons or activities to the Principal immediately.
- Employee desks or offices should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible.
- The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Principal when keys are missing or if security access codes or passes have been breached.

## **Identification Badge Requirements**

All RPS Network Support employees must wear their Rocketship identification badge when visiting School campuses within the organization.

If an identification badge is lost or stolen, employees must obtain a replacement immediately. Lost or stolen cards must be reported to the Human Resources Department immediately. Failure to wear an identification badge or excessive loss or damage to identification badges can lead to disciplinary action.

Upon termination, employees will be required to return identification badges to the Human Resources Department.

## **Campus Access Restrictions**

All visitors, including those invited by employees, are required to enter any school facility through the main entrance and sign in or report to the main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on RPS premises should immediately direct him or her to the building office or contact the administrator in charge.

Employees who have been involuntarily terminated are prohibited from accessing any area of any RPS campus. Any former employee who is also a parent of a current RPS student shall have their access limited consistent with access afforded to other parents and visitors. Violations of this policy, including causing disruption on any RPS campus, shall be reported to law enforcement as applicable.

### **Occupational Safety**

RPS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management. To promote the concept of a safe workplace, RPS maintains an Injury and Illness Prevention Program.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. RPS' management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including termination.

### **Accident/Incident Reporting**

If an accident or injury should occur on the job, employees must immediately notify their manager or the Human Resources Department no matter how minor the incident may seem. Any manager who receives such notice shall immediately notify the Human Resources Department. Such notification will enable RPS to obtain the necessary emergency medical attention for the injured employee and also assist RPS to begin processing paperwork necessary to comply with workers' compensation laws and preserve any right an employee may have to workers' compensation benefits. Also, if any RPS property (e.g., equipment) are involved in the incident, employees must include them in their report and hold them for inspection. Failure to immediately report workplace injuries and/or accidents may result in disciplinary action, up to and including termination.

### **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

### **Substance Abuse**

Rocketship is committed to promoting safety and employee health in the workplace and to creating a work environment that is conducive to attaining high work standards. The use of drugs

and alcohol by employees can adversely affect the workplace health, safety, and productivity and can damage public confidence and trust in the School.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, RPS has established this policy concerning the use of alcohol and drugs. As a condition of continued employment with RPS, each employee must abide by this policy.

### Definitions

For purposes of this policy:

- 1) "Illegal drugs or other controlled substances" mean any drug or substance that (a) is not legally obtainable; (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.
- 2) "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
- 3) "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer; or (c) by a person other than the person for whom it was prescribed.
- 4) "Possession" means that an employee has the substance on his or her person or otherwise under his or her control.
- 5) "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breathe odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

### Prohibited Conduct

The prohibitions of this section apply whenever the interests of RPS may be adversely affected, including any time an employee is:

- 1) On RPS premises, except in accordance with RPS' Alcohol on Campus Policy
- 2) Conducting or performing RPS business, regardless of location
- 3) Operating or responsible for the operation, custody, or care of RPS equipment or other property
- 4) Responsible for the safety of others in connection with, or while performing, RPS-related business.

Alcohol: The following acts are prohibited and will subject an employee to discipline, up to and including immediate discharge:

- 1) The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol
- 2) Being under the influence of alcohol.

Illegal Drugs: The following acts are prohibited and will subject an employee to discipline, up to and including immediate discharge:

- 1) The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance, including marijuana.
- 2) Being under the influence of any illegal drug or other controlled substance, including marijuana.

Prescription Drugs: This policy prohibits:

- 1) The abuse of any legal drug
- 2) The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law.
- 3) Working while impaired by the use of a legal drug whenever such impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to RPS property or equipment; or substantially interfere with the employee's job performance or the efficient operation of the RPS' business or equipment.

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs or other substances (including but not limited to household or workplace substances that may be used for "huffing" or as inhalants), so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs or substances in violation of this policy.

### Drug Free Awareness Program

RPS has established a Drug-Free Awareness Program that is designed to inform employees about the dangers of drug abuse in the workplace and to help ensure that employees are familiar with this policy and with the disciplinary actions that can result from a violation of this policy. From time to time, employees will be requested to attend one of the sessions of the Drug-Free Awareness Program. During each such session, employees will be given current information about available programs offering counseling and rehabilitation.

Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or to otherwise engage in conduct that violates this policy. When management has reasonable suspicion to believe that an employee or employees are working in violation of this policy, prompt action will be taken.

### Drug Testing

- 1) Reasonable Suspicion Testing: If RPS has reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to credibly or adequately explain the behavior, he or she will be asked to take a drug test in accordance with the procedures outlined below. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.
- 2) Post-Accident Testing: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or

injury event may be required to submit to a drug and/or alcohol test. This includes not only the employee who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

- 3) Procedures for Drug Testing: RPR will refer the applicant or employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. RPS will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel (including a medical review officer) to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. All drug testing will be performed by urinalysis and according to all applicable laws. The clinic or laboratory will inform RPS as to whether the applicant passed or failed the drug test. If an employee fails the test, he or she will be considered to be in violation of this policy and will be subject to discipline including immediate termination to the extent permitted by applicable laws. .
- 4) Acknowledgment and Consent: Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to RPS of medical information regarding the test results. Refusal to sign the agreement and consent form, refusal to submit to the drug test or providing a sample that is deemed by the testing clinic to be substituted, tampered with or adulterated, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.
- 5) Confidentiality: All drug testing-records will be treated as confidential.
- 6) Cooperation: Employees are expected to cooperate with RPS' investigation of possible violations of this policy. Refusal to cooperate with an investigation under this policy will result in disciplinary action, up to and including termination.
- 7) Inspections: RPS reserves the right to inspect and/or search an employee and the employee's possessions while on School premises, if there is a reason to believe that Illegal Drugs or Alcohol may be present. This includes an employee's work area, desk, locker, personal possessions and vehicle.

Any violation of this policy will result in disciplinary action, up to and including immediate termination (or not being hired, in the case of applicants). To the extent that an individual engages in unlawful conduct on RPS premises, RPS may contact appropriate law enforcement and the person may be subject to criminal prosecution.

### **Alcohol on Campus**

Rocketship strictly prohibits alcohol on school campuses at all times during the instructional school year. This includes times when students are not on campus (i.e. evenings, weekends, or holidays). Alcohol is not to be stored in staff rooms on campus at any time.

However, Rocketship recognizes that schools may encounter rare situations in which it would be appropriate to consume limited amounts of alcohol on campus as part of a social event (i.e., meet-and-greets with community partners).

Alcohol may be permitted on campus in very limited circumstances outside of the instructional school year (i.e., during summer break or before a new campus opens to students), provided that the following circumstances are met:

- Both the Principal and the Human Resources Department provide advance written approval of the event and the list of attendees.
- All alcohol is removed from the campus following the event.
- All staff members act responsibly and professionally and abide by all applicable school and network conduct policies and rules.

If an employee wishes to give another employee alcohol as a gift (i.e., before the holidays or a birthday) during the instructional school year, the exchange must take place off-campus.

Additionally, all Rocketship employees must abide by Rocketship's Substance Abuse Policy.

The Human Resources Department must be promptly notified of any violations of this policy. Rocketship reserves the right to prohibit any School campus from consuming alcohol under any circumstances if the campus is found to have violated this policy or otherwise engaged in conduct that would be deemed inappropriate by a reasonable person in light of the circumstances.

### Smoke Free Environment

Rocketship's offices and schools are smoke-free environments. Smoking, including e-cigarettes and vapor products, is not allowed anywhere on a school campus. It is the responsibility of each staff member to adhere to this rule, and to inform all guests of the School's non-smoking policy.

### **OSHA Compliance**

Rocketship operates in compliance with all laws and regulations promulgated by the federal Occupational Safety and Health Administration (OSHA), as well as those enacted by any pertinent state OSHA.

### **First Aid and CPR Certification**

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. 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.

### **Weapons and Firearms**

Rocketship prohibits any weapons, imitation firearms, and/or dangerous objects of any kind in school buildings, on school grounds, school vans, vehicles, buses, at off-campus school-related and/or school sponsored activities, and/or on any property leased and/or owned by Rocketship. Any weapon identified and/or found by the Principal or his/her designee will be immediately reported and turned over to the appropriate authorities. In the case of a firearm, it is irrelevant that the person has a license or permit or that the firearm has no ammunition in it.

The only exception to this policy is for law enforcement and official school security personnel actively carrying out policing duties on campus and as required by applicable state or local law.

### **Investigations/Searches**

Rocketship reserves the right to conduct investigations, including searches for any lawful purpose, such as monitoring, compliance with rules concerning the safety of employees, security of RPS and individual property, drugs and alcohol, and possession of other prohibited items. RPS also reserves the right to conduct a routine inspection or search at any time without notice for RPS property on RPS premises. "RPS premises" includes all premises and locations owned or leased by RPS or under the control of RPS, including parking lots, lockers, and storage areas. Routine searches or inspections for RPS property may include an employee's office, desk, file cabinet, closet, computer files, voice mail, electronic mail, or similar places where employees may store RPS property or RPS-related information, whether or not the places are locked or protected by access codes and/or passwords. Employees do not have a reasonable expectation of privacy with respect to their access and use of any RPS-owned property. Because even a routine search for RPS property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to RPS. Employees are required to cooperate with such investigations.

Any employee's consent to an interview and/or search is required as a condition of continued employment, and refusal to consent will result in discipline, up to and including termination.

All employees of RPS are subject to this policy. If any employee refuses to submit to a search request from RPS, their supervisor, superintendent, or a designee has the authority to contact law enforcement.

### **Violence in the Workplace**

RPS is committed to providing a safe, violence-free workplace. In this regard, RPS strictly prohibits employees, consultants, students, visitors, or anyone else on RPS premises or engaging in a RPS-related activity from behaving in a violent or threatening manner. Moreover, RPS seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior. RPS believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures



within the Human Resources Department for responding to any situation that presents the possibility of violence.

### Workplace Violence Defined

Workplace violence includes, but is not limited to, the following:

1. Threats of any kind
2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others
3. Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of RPS property, or a demonstrated pattern of refusal to follow RPS policies and procedures
4. Defacing RPS property or causing physical damage to the facilities
5. With the exception of security personnel and as required by applicable state or local law, bringing weapons or firearms of any kind on RPS premises or property, in RPS parking lots, or while conducting RPS business.

### Reporting

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, consultant, student, visitor, or anyone else, he or she should notify the Human Resources Department immediately.

Further, employees should notify the Human Resources Department if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

### Investigation

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. All employees are required to cooperate with such investigations. In appropriate circumstances, RPS will inform the reporting individual of the results of the investigation. To the extent possible, RPS will maintain the confidentiality of the reporting employee and of the investigation. RPS may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. RPS will not tolerate retaliation against any employee who reports workplace violence.

### Corrective Action and Discipline

If RPS determines that workplace violence has occurred, RPS will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, re-assignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, RPS will take appropriate action in an attempt to ensure that such behavior is not repeated.

### Criminal Charge or Conviction

Employees must notify Rocketship if they are charged or convicted of any criminal offense within five days of the charge or conviction. Conditions that preclude working at the School include

conviction of a sexual offense or felony. Misdemeanor convictions will be reviewed on a case by case basis.

Violation of this policy may result in disciplinary action up to and including immediate termination and possible referral to law enforcement for criminal prosecution.

## EMPLOYEE WAGES AND HEALTH BENEFITS

### Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State or Local Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State or Local Income Tax Withholding: The same factors which apply to federal withholdings apply to state or local withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): Certain states maintain funds which may be used to provide benefits to those out of work because of illness or disability.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, with remaining amounts withheld from a final check, or any other options as may be permitted by applicable state law. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Human Resources Department to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Human Resources Department. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Human Resources Department and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

## Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis in compliance with federal and applicable state wage payment laws and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. RPS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. RPS provides compensation for all overtime hours worked by nonexempt employees in accordance with applicable law as follows:

State	Policy
California	<p>Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek must be compensated as overtime at not less than both of the following:</p> <ul style="list-style-type: none"> <li>● One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek provided the employee has worked on all of the preceding six (6) days in the same workweek.</li> <li>● Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.</li> <li>● Employment beyond forty (40) hours in any workweek will be compensated at not less than one and one-half (1½) times the employee's regular rate of pay.</li> </ul>
Tennessee Texas Wisconsin Washington, DC	<ul style="list-style-type: none"> <li>● Employment beyond forty (40) hours in any workweek must be compensated at not less than one and one-half (1½) times the employee's regular rate of pay.</li> </ul>

For purposes of calculating overtime for nonexempt employees, the workweek is defined as starting at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Saturday. The workday is defined as the twenty-four (24) hour consecutive period beginning at 12:00 a.m. each day and ending twenty-four (24) hours later at 11:59 p.m.

Only those hours that are actually worked are added together to determine an employee's overtime pay. Compensated holidays, PTO, and sick leave for example, are not hours worked and, therefore, are not counted in making overtime calculations.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

## **Paydays**

Employees generally will be paid on the 15th and last day of each month. Any exceptions will be included in the state law addendum applicable to the employee's work location. Employees may elect to have their paychecks deposited directly into their own bank account, or sent to them by mail. Employees may view their paychecks online via Automatic Data Processing (ADP).

The employee is responsible for ensuring that the Human Resources Department has his/her most up-to-date address on file. RPS does not provide paycheck advances to employees.

## **Expense Reimbursement**

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

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

This policy applies ONLY to employees and may differ from those expenses that consultants may charge Rocketship. In the case of consultants, expense reimbursement will be dictated by the consulting agreement. Expense reimbursement for job candidates is governed by the Interview Day Expense Reimbursement Guidelines policy.

Please refer to the full Employee Travel and Expense Reimbursement policy guidelines related to specific expenses. This list is not all-inclusive and is provided for guidance only. If employees have any questions about specific expenses, please contact the RPS Finance Department. For information on personal cell phone reimbursement, please consult the RPS Cell Phone Reimbursement Policy.

## **Wage and Hour Complaint Procedure and Safe Harbor**

Rocketship makes every effort to ensure employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to the Company's attention, any necessary corrections will be promptly made. Employees should review pay stubs each pay period to make sure the pay stubs are correct. If an employee believes a mistake has occurred (including any improper deductions, under-reported hours of work, or other errors) or has questions, please speak with your direct supervisor and submit a payroll JIRA ticket immediately. Any reported concerns will be investigated and if merited, will be corrected as soon as possible.

Subject only to those deductions specifically authorized by the FLSA, exempt employees will receive a predetermined salary each work week, without regard to the number of hours or days worked or variations in the quantity or quality of their work. No deductions will be taken from an exempt employee's pay inconsistent with the salary basis requirement. Any exempt employee who believes that RPS has made an improper deduction or has paid you less than your full salary for any work in which you performed work (except under the limited circumstances permitted under the FLSA) should report the concern to the Human Resources Department immediately for investigation.

If you are a supervisor, manager or other leadership team member, and any employee raises concerns with you about their pay, you must report this to Human Resources. You may not keep the concern confidential or resolve the concern on your own.

RPS will not engage in or tolerate retaliation of any kind against any employee for raising a wage payment concern. If you believe there has been a violation of this policy, contact the Human Resources Department immediately.

### **Pay Transparency Nondiscrimination Policy**

RPS will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with RPS' legal duty to furnish information.

### **Wage Attachments and Garnishments**

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as wage garnishments, assignments, levies, wage deduction orders or judgments that require the School, by law, to respond to requests for wage information or to withhold part of an employee's earnings in their favor.

### **Employee Benefits**

This policy applies to all Rocketship schools. This policy was written in compliance with relevant state and authorizer requirements in those regions.

RPS offers a package of employee benefit programs for its employees. These plans are specifically defined in legal documents, including insurance contracts and official plan documents that are available for review upon request to the Human Resources Department. You will also receive a Summary Plan Description which is a general summary of the eligibility requirements and other terms, conditions and restrictions as set forth in the plan documents for each benefit plan. To the extent that there are any conflicts between the summaries contained in this Handbook or elsewhere and the official plan documents, the provisions of the official plan documents will control. RPS reserves the right to modify or discontinue any of its employee benefits or plans on a prospective basis at any time without further notice. You ordinarily will be notified of any changes in benefits that may affect you.

Benefits enrollment for all new Rocketship employees will be available within the first thirty (30) days of employment and will be facilitated by the Human Resources Department.

If an employee fails to enroll within the first thirty (30) days of employment, he or she will not be able to receive benefits unless there has been a qualifying life event or change in status or it is an open enrollment period. Examples of a qualifying life event include birth/adoption of a child, marriage, divorce, or death of an enrolled family member.

When coverage under the School's medical and/or dental group insurance plans ends, eligible employees or their dependents may be able to elect to continue coverage for up to eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended, pursuant to the federal law known as COBRA. Once elected, to continue coverage, an employee must pay the full cost of coverage - the employee contribution and the School's previous contribution plus a possible administrative charge.

RPS will notify employees or their dependents if their elected health insurance coverage ends due to termination or a reduction in work hours and will provide information regarding COBRA continuation rights, if any. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. RPS will then notify the employee or their dependents of the employee's rights.

Health coverage continuation generally must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

Employees who become eligible for COBRA continuation due to a qualifying event by RPS will be provided information about their COBRA continuation rights and obligations.

## **PERSONNEL EVALUATION AND RECORD KEEPING**

### **Performance Evaluation**

Rocketship believes that it is important for all employees to receive feedback on their work so that they may perform their job duties to the best of their abilities. Consistent with this belief, all Rocketship intends that employees will receive an evaluation of their job performance at least annually. Performance evaluations will take into account the employee's overall performance in relation to the employee's job responsibilities in addition to the conduct and demeanor of the employee. Any failure by Rocketship to evaluate an employee shall in no way alter/impair the at-will nature of employment.

### **Personnel Files and Record Keeping Protocols**

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Human Resources Department advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. RPS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Human Resources Department. Only the Human Resources Department or designee is

authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required. Rocketship will comply with all State regulations regarding access to and contents of an employee's personnel file.

## BREAKS/HOLIDAYS, PTO AND LEAVES

### School Breaks/Holidays

There are three (3) established school breaks and a variety of regional and Federal holidays during the year in which Full Time employees may receive pay, if eligible as specified below.

School breaks and paid holidays are not paid out upon termination of employment. Exempt employees who elect or are required to perform work during school breaks or holidays will not receive additional compensation, but may receive PTO at the discretion of the Human Resources Department.

Please refer to the current Annual Calendar for the most updated list of holidays approved for the current school year for your region.

The school breaks outlined below are subject to change at any time upon notice.

- A. Winter Break is a limited period (the approximate length of which is shown below) during the winter when Rocketship schools are not in session. All eligible employees receive pay for the Winter Break period although the days designated as Winter Break, and for which pay is received, are different depending on staff classification.
- B. Spring Break is a one (1) week period in which Rocketship schools are not in session. Only School Instructional/Non-Instructional Staff and School Administrative Staff receive pay during the Spring Break period.
- C. Summer Break is a limited period during the summer when Rocketship schools are not in session. Only Exempt School Instructional Staff (during the last week of June and the month of July) and School Administrative Staff (during the first 2 weeks of July) receive pay for the Summer Break period.
- D. Federal Holidays: Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving,

### Religious Holidays/Observances

RPS will reasonably accommodate an employee's need for time off due to known religious holidays or observances consistent with applicable law. Such accommodations will be made in a way as to not cause undue hardship to the School. Requests for accommodations must be made to the employee's supervisor and the Human Resources Department with at least two (2) weeks' notice. RPS shall determine whether it can reasonably accommodate the request given work demands and the employee's job duties at the time of the need for time off. If additional time is granted, it will be unpaid time unless an employee elects to utilize PTO.

## **Paid Time Off (PTO)**

Eligible employees, as defined below, accrue PTO per pay period and are required to use this time to be paid for not attending work for any purpose including rest, relaxation, illness/sickness, or any other personal necessity reason. Exempt employees must use PTO time off in at least two (2) hour increments. Nonexempt employees may use PTO time off in partial days as measured by hours taken. Employees may not “borrow” against time that has not yet been accrued.

- A. Eligibility - Each regular, full-time employee begins earning/accruing PTO beginning on date of hire. Employees that are regularly scheduled to work a minimum of thirty (30) hours per week accrue PTO on a pro rata basis, based on the number of hours they are scheduled to work, (e.g., an employee scheduled to work 30 hours per week, at a 75% full-time basis, would earn 75% of the full-time accrual). Temporary employees, and part-time employees who are regularly scheduled to work less than thirty (30) hours per week do not accrue PTO.
- B. Approval Process - PTO must be submitted through the employee’s Workdayportal and approved by the employee’s direct manager.
- C. Excess Time Off - Time off in excess of the then-existing PTO accrual balance will be unpaid time off. Such absences will be deemed unexcused and will be subject to the attendance policy.
- D. Termination of Employment - Upon termination of employment for any reason, all accrued but unused PTO will be paid out.
- F. Policy Changes - This policy may be changed at any time upon notice.

### PTO for School Instructional/Non-Instructional Staff

The following policies apply to PTO-eligible School Instructional/Non-Instructional Staff members only.

- A. Roles - Teacher, Tutor, Enrichment Center Coordinator, Lead Server, Support Staff, and School- based ISE/SPED Staff, and School Leaders
- B. PTO Accrual - Regular, full-time employees will accrue ten (10) days of PTO per year (which begins July 1) at a minimum rate of 3.34 hours per semi-monthly pay period, depending on years of service. Note: Nonexempt employees do not accrue PTO during Summer Break.
- C. Maximum PTO Accrual - An employee may not have a balance of more than fifteen (15) days (or 120 hours). Once this maximum is reached, the PTO accrual will stop, and will recommence once the balance drops below maximum.
- D. End of School Year PTO Balance - Any remaining accrued but unused PTO balance remaining on June 30 of each year will be paid out, as taxable compensation at the employee’s then-current hourly rate, no later than one (1) month following the end of the school year.

### PTO for Network Support Staff

The following policies apply to PTO-eligible Network Support Staff members only, including both national and regional network staff.



- A. PTO Accrual - Regular, full-time employees will accrue PTO at a rate based on their years of employment with Rocketship as shown below.

Calendar Year of Service	Annual Rate of Accrual
Date of hire through third year of employment	15 days (120 hours) per year, accrued at a rate of 5 hours per semi-monthly pay period.
After the third year of employment through the seventh year of employment	20 days (160 hours) per year, accrued at a rate of 6.67 hours per semi-monthly pay period
After the seventh year of employment	25 days (200 hours) per year, accrued at a rate of 8.33 hours per semi-monthly pay period

\*When moving to the next tier of PTO accrual, the new accrual rate will take effect in the pay period following the 3-year anniversary date and 7-year anniversary date, respectively.

- B. Maximum PTO Accrued - An employee may not have a balance of more than 1.5 times the then-current annual rate of accrual (for example, an employee with 5 full years of service may accrue a balance of up to 30 days of PTO (20 days per year times 1.5). Once this maximum is reached, the PTO accrual will stop, and will recommence in the next pay period after the balance drops below maximum.
- C. End of Year PTO Balance - Employee's end of year PTO balance will be carried over to the following school year.

Regional RPS Scheduled Holidays

Please refer to the current Annual Calendar for the most updated version of holidays approved for the current school year.

**Discretionary Leave of Absence**

Rocketship recognizes that special situations may arise where an employee must leave their job temporarily. At its discretion, Rocketship may grant employees personal (or discretionary) leaves of absence upon request. Any personal (or discretionary) leaves of absence must be approved in advance by the Rocketship Director of Human Resources and the employee's manager. The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

An employee must use all PTO available to them at the time their leave begins. Once PTO is exhausted, any remaining days of leave will be unpaid. This policy describes general unpaid leave and does not apply to FMLA/new parent or other forms of leave which are discussed in separate policies.

Eligibility

Only exempt employees are eligible for personal leave. In general, an employee must have worked at Rocketship for twelve (12) months or longer to be considered for personal leave, except in special circumstances.

### Requesting and Taking Personal Leave

An employee must submit a request for personal leave no less than two (2) weeks before the intended start of the personal leave period. The employee must submit this request to their supervisor. The employee's supervisor and the Human Resources Department must approve the request for personal leave. The Human Resources Department has the right to ask the employee for supporting documentation before granting an employee a leave of absence. If the employee does not provide this supporting documentation by the established deadline, the employee's request for personal leave may be denied.

Ordinarily, personal leave shall not exceed thirty (30) calendar days in a rolling twelve (12) month period. When an employee goes on personal leave under this policy, there is no guarantee of reinstatement to the same position.

If the employee is currently covered under an RPS plan, health benefits coverage will remain in force during a personal leave of absence, provided the employee pays the appropriate premiums. If an employee fails to return from a leave and is terminated, the employee's benefits will be terminated. PTO and sick leave do not accrue during a leave of absence.

### **Sick Leave**

Eligible employees, as defined below, are granted sick leave and may voluntarily elect to use this time to be paid for not attending work. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist an immediate family member (i.e., children, parents, spouses/domestic partners) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking suffered by the employee or an immediate family member.

- A. Eligibility - Any employee that is not eligible for PTO (e.g., temporary full-time, temporary part-time, regular part-time working less than thirty (30) hours per week), and who works at least thirty (30) days for Rocketship from the commencement of employment, is granted three (3) days (or twenty-four [24] hours) of sick leave at the beginning of each work year.
- B. Probationary Period - Sick leave may not be used until at least ninety (90) days after the employee's date of hire.
- C. Excess Time Off - Time off in excess of the then-existing sick leave balance will be unpaid time off.
- D. Accrual/Termination of Employment - Unused sick leave does not carry over from year to year. Upon termination of employment for any reason, sick leave will not be paid out.
- E. Policy Changes - This policy may be changed at any time upon notice.

### **Family Care and Medical Leave**

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") which requires the School to permit each eligible employee to take up to twelve (12)

workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. Additional state-specific family and medical leave requirements are included in the state law addendum applicable to the state in which you work.

### Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles.

### Events That May Entitle an Employee To FMLA Leave

The twelve (12) weeks (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
  - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, child, or parent with a serious health condition.

4. When an employee is providing care to a spouse, child, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care.
5. For any “qualifying exigency” because the employee is the spouse, child, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

#### Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for anyone, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working days.
2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, child, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The “twelve month period” in which twelve (12) weeks of FMLA leave is defined as a “rolling” 12-month period measured backward from the date an employee commences FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and the employee is generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

#### Pay during FMLA Leave

1. An employee on FMLA leave because of their own serious health condition must use all accrued paid sick leave and PTO at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, (such as PTO or sick time); to be used after any partial wage replacement benefits have been exhausted or as a supplement to the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA leave for childcare or to care for a spouse, parent, or child with a serious health condition must use any or all accrued sick leave and PTO at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted their sick leave and PTO, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave, PTO, or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick leave and PTO accrue during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began, at which point accrual will cease.

### Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will continue during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

Any premiums paid by the employee will continue to be deducted from their pay where possible. If an employee is unable to pay their premiums because part or all of their leave is unpaid, then the employee will be required to reimburse the School for their portion of the premiums within 60 days of their return from leave.

### Seniority

An employee on FMLA/ leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority they had when the leave commenced.

### Medical Certifications

1. An employee requesting FMLA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School or the School's third-party administrator. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School or its third party administrator will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School or its third party administrator may contact the employee's health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the

second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

#### Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by calling the leave experts at Tristar who handle Rocketship's leaves. Employees can call 1-844-702-2352 and choose Option 2 to speak with an Intake Specialist and begin their leave process. Tristar is available between 6AM and 6PM PST, Monday through Friday.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Any eligible employee who is out for more than three consecutive days with an FMLA qualifying event must request FMLA leave.
5. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School or its third party administrator will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School or its third party administrator will notify the employee in writing that the leave will be counted against the employee's FMLA/leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### Status Reports During Leave

For the duration of leave, unless informed of a different schedule, an employee is required to maintain weekly or monthly contact, as directed, with Tristar to provide updates as to the status of

their circumstances. Failure to maintain contact and provide required information in a timely fashion might affect the employee's leave and/or employment status.

### Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. Before an employee will be permitted to return from FMLA leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.
3. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will reasonably accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

### Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

### Availability of Leave as a Reasonable Accommodation Under the ADA

If an employee is not eligible for FMLA leave, but needs time off for their own disability, the employee may be eligible for unpaid leave as a reasonable accommodation. An employee's request for a leave of absence and/or time off as a reasonable accommodation will be considered pursuant to the provisions of the ADA and any applicable state or local law, regardless of an employee's eligibility for or entitlement to leave under the FMLA.

Similarly, if an employee has exhausted their entitlement to FMLA leave and needs additional leave for their own disability (including a disability caused by, exacerbated by, or related to pregnancy), the employee may be eligible for additional leave beyond the FMLA as a reasonable accommodation. RPS will attempt to communicate with the employee before the employee reaches the maximum leave to determine, based on discussion with the employee and input from a healthcare provider, where appropriate: whether additional leave may be a reasonable accommodation as well as whether there are any reasonable accommodations that would enable the employee to return to work. RPS will provide employees with additional leave beyond the leave maximums set forth above as a reasonable accommodation under the ADA, unless it would impose an undue hardship. RPS will make reasonable accommodations under the ADA to enable an employee to return to work, unless it would impose an undue hardship.

### No Retaliation

RPS will not interfere with, restrain, or deny the exercise of any right provided under the FMLA. RPS will also not discharge or discriminate against any person for opposing any practice made

unlawful by the FMLA or for the person's involvement in any proceeding under or relating to the FMLA. If you feel that you have been retaliated or discriminated against due to your assertion of FMLA-protected rights, participation in an FMLA-related proceeding or any other reason, you are required to immediately contact your supervisor or the Human Resources Department.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information: 1-866-4US-WAGE (1-866-487-9243); [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

### **Pregnancy Disability Leave**

Please refer to the state law addendum applicable to the state in which you work for state specific Pregnancy Disability Leave availability and requirements.

### **Rocketship Paid Parental Leave**

Full-time employees are entitled to ten (10) days of paid time off to care for the employee's newborn child or a child placed with the employee for adoption or foster care. Receipt of pay under this policy will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and PTO) falling during the absence will be counted as both parental leave and scheduled days off.

These days may be taken consecutively or as intermittent leave but must be taken within twelve (12) months of the child's birth, adoption, or placement in foster care.

The Human Resources Department may require additional documentation for the leave.

### **Industrial Injury Leave (Workers' Compensation)**

RPS in accordance with applicable state laws, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Human Resources Department;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Human Resources Department; and



- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. RPS, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, they are to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Human Resources Department and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but they are still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.
- An employee who believes that his or her condition is a qualifying disability and that he or she is a qualified individual with a disability under the ADA may request and pursue accommodations under the ADA.

### **Military and Military Spousal Leave of Absence**

RPS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued PTO as wage replacement during time served, provided such PTO accrued prior to the leave.

Except for employees serving in the National Guard, RPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after

release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if the employee left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if they left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or applicable state law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

RPS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

### **Bereavement Leave**

Full Time employees may be granted up to five (5) work days per school year without loss of pay due to a death of an individual who is related to the employee by blood, marriage, adoption, or domestic partnership (parent, spouse, domestic partner, son/daughter, sister/brother, aunt/uncle, parent-in-law, son/daughter-in-law, brother/sister-in-law, grandparent, grandchild. If an employee leaves early on the day they are notified of the death, the remainder of the day is not counted as bereavement leave. Part Time employees may receive up to five (5) days of unpaid bereavement leave for the same related individuals.

The employee and their manager should agree on how much time is needed up to five (5) workdays for bereavement leave. The basis for this decision should take into account the employee's relationship to the deceased, travel distance, and involvement in funeral arrangements.

Additional time taken off beyond five (5) workdays must be approved by the employee's manager and the employee must use their PTO or take unpaid leave. Employees may be asked to provide documentation in support of their bereavement leave.

### **Jury Duty or Witness Leave**

Unless otherwise provided by state law, Rocketship will provide employees unpaid time off as required by law to serve on a jury or to appear in court in compliance with a subpoena or court order as a witness. Exempt employees who work any portion of a workweek in which they also serve on jury duty will receive their full salary for that workweek.

All employees are required to provide reasonable advance notice of the need for time off due to jury duty or witness leave. Employees are required to report to work each day or portion of a day they are not performing jury duty or serving as a witness. Rocketship reserves the right to request

that the employee furnish written verification from the court as proof that the employee served jury duty or as a witness. Failure to provide written verification is grounds for disciplinary action.

### **Voting Time Off**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Principal at least two (2) days notice. Employees also are reminded and encouraged to take advantage of the opportunities that may be available in their local jurisdiction to vote early or by mail.

### **Returning from Leave of Absence**

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Human Resources Department thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Human Resources Department.

## **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### **Discipline and Standards of Conduct**

Rocketship expects all employees to live out the School's Core Characteristics and to behave professionally and responsibly as a member of the RSED team. The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School. This list is not intended to be comprehensive or limit RPS' right to impose discipline for other conduct it deems inappropriate. Other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. These standards apply to all employees whenever they are on RPS property or conducting RPS business. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School.

Consistent with the at-will employment relationship, RPS may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including but not limited to verbal counseling, written warnings, suspension, demotion, or termination. The form of discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time RPS determines it is appropriate, an employee's employment may be terminated immediately, with or without cause or

prior notice. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

The following is an illustrative list of unacceptable conduct:

1. Failure to become familiar with and follow all RPS policies, regulations, administrative procedures, and other reasonable directions given by RPS leadership, as well as applicable law as it relates to the employee's conduct and performance of job duties.
2. Unprofessional Conduct
3. Unsatisfactory job performance
4. Conviction of a criminal act including committing a sexual offense or felony.
5. Failure to immediately report (within 5 days) a criminal charge or conviction to the Human Resources Department.
6. Exposure of students to profanity in any form.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Violations of the unlawful harassment, discrimination and retaliation policy.
9. Fighting or instigating a fight on School premises.
10. Violations of the workplace violence policy.
11. Violations of the drug and alcohol policy.
12. Immoral or indecent conduct.
13. Failure to maintain appropriate and professional relationships with students, parents and families, other Rocketship employees and contractors, visitors and community members. RPS employees are expected to act in a sensitive, tolerant, and intelligent manner to set a positive example for students.
14. Failure to properly supervise all students. Students should be under assigned adult supervision at all times during school and during any school activity.
15. Failure to protect the safety, health, and general welfare of all students.
16. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
17. Discourteous treatment towards employees, students, parents, or families at any time, including but not limited to engaging in condescending, inattentive, or dismissive behavior.
18. Dishonesty.
19. Involvement in situations that could prompt suspicion by parents, students, and co-workers or that could make parents, students, or co-workers uncomfortable. (See also: Student/Staff Interaction Policy)
20. Tampering with or falsifying any report or record, or submitting a falsified report or record, including, but not limited to, personnel, absentee, sickness/disability, or production reports or records, specifically including applications for employment and timecards.
21. Recording the timecard, when applicable, of another employee or permitting or arranging for another employee to record the timecard.
22. Insubordination, or refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
23. Refusal to speak to supervisors or other employees or failing to cooperate with an investigation.
24. Failure to care for, properly use, and protect RPS property. Employees may not remove or use RPS property without authorization, and should return all RPS property upon request.
25. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
26. Failure to keep all student/personnel records, medical information, disciplinary decisions, and other sensitive information confidential as directed by applicable law, RPS policies, and the

employee's supervisor. Maintain the confidentiality of any proprietary information relative to RPS (any information developed, compiled and/or used by RPS and its employees in the course of business that is not available to the public). Do not divulge or share any confidential or proprietary information to anyone outside of RPS who is not authorized to receive it.

27. Failure to attend all mandatory staff meetings and professional development sessions called by their School Leader and/or RPS Leadership, unless otherwise excused.
28. Failure to disclose romantic, familial, platonic living situations, and possible conflicts of interest to the RPS Director of Human Resources, per the Employment of Family/Personal Relationships in the Workplace Policy and the Conflict of Interest Policy.
29. Excessive absenteeism or tardiness, excused or unexcused.
30. Violation of the RPS staff dress code.
31. Sleeping during work hours.
32. Conducting personal business during business hours or using RPS property.
33. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees.
34. Failure to possess or maintain the credential/certificate required of the position.
35. Failure to submit all required reports or paperwork at the time requested.
36. Failure to provide a medical certification as required by law and/or Rocketship policy to substantiate an absence.
37. Inefficiency, including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
38. Any other conduct detrimental to other employees or the School's interests or its efficient operations.

Nothing in this policy or any other NPS policy shall prohibit or restrict employees from: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding as required by law or legal process, including with respect to possible violations of law; (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any governmental agency or legislative body, any self-regulatory organization; or (iii) communicating about wages, work hours, or other terms and conditions of employment or otherwise engaging in activity protected by the National Labor Relations Act.

### **Off-Duty Conduct**

While Rocketship does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Rocketship or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by Rocketship, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at Rocketship.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with Rocketship.

- Additional employment that impairs or has a detrimental effect on the employee's work performance with Rocketship.
- Additional employment that requires the employee to conduct work or related activities on the School's property during working hours or using School facilities and/or equipment
- Additional employment that directly or indirectly competes with the business or the interests of Rocketship.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. RPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### **Termination of Employment**

Should it become necessary for an employee to terminate their employment with the School, employees should notify the Human Resources Department regarding their intention as far in advance as possible. At least two (2) weeks' notice is requested whenever possible.

When an employee terminates their employment (voluntary or involuntary), they will be entitled to payout of all earned but unused PTO pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

## **INTERNAL COMPLAINT REVIEW**

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Harassment, Discrimination, and Retaliation."

### **Open Door Policy**

Rocketship understands that channels of communication should always be kept open and flexible. The Open Door Policy provides a means by which employees can discuss problems, raise concerns, and make suggestions. This means that any employee is entitled to meet with a member of the Human Resources Department or management at a mutually convenient time. Usually it is advisable for the employee to first meet with his or her immediate manager, who may be able to resolve the issue. Rocketship will make every attempt to keep all Open Door discussions confidential in the absence of employee permission to disclose specific information discussed, but cannot keep all information confidential where such confidentiality would prevent Rocketship from complying with applicable laws or RPS company policies.

### **Internal Complaints**

(Complaints by Employees Against Employees)

This section of the policy is for use when a school employee raises a complaint or concern about a coworker. If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in

the event an informal resolution may not be achieved or is not appropriate, the following steps may be followed by the Principal or designee:

1. The complainant will bring the matter to the attention of the Principal or skip level manager/supervisor as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts within a clear timeline. The Principal or designee will then investigate the facts and provide a solution or explanation
3. If the complaint is about the Principal, the complainant may file his or her complaint to the Department of Human Resources through the HR Ticketing system or by emailing [compliance@rsed.org](mailto:compliance@rsed.org). Both are checked every weekday. The HR department may conduct a fact-finding or authorize a third-party investigator on behalf of Rocketship. The Department of Human Resources or investigator will report the findings to Rocketship for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, Rocketship values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

### **Policy for Complaints Against Employees** (Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a school employee. If complaints cannot be resolved informally, complainants may file a written complaint with the Principal or Department of Human Resources by emailing [compliance@rsed.org](mailto:compliance@rsed.org), as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Principal or Department of Human Resources may follow the following process:

1. The Principal or Department of Human Resources shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Principal or Department of Human Resources finds that a complaint against an employee is valid, they may take appropriate disciplinary action against the employee. As appropriate, they may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **General Requirements**

1. **Confidentiality**: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but absolute confidentiality cannot be assured.
2. **Non-Retaliation**: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. **Resolution**: Rocketship will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures intended to resolve the complaint.

4. Paid Administrative Leave: Rocketship reserves the right to place any employee on paid administrative leave during an investigation.



# AMENDMENT TO EMPLOYEE HANDBOOK

## **State Law Addenda: Policies by State**

This Employee Handbook, accompanied by the state law addenda, contains the employment policies and practices of the School in effect at the time of publication.

RPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook or to the state law addendum applicable to an employee's work location will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

# CALIFORNIA ADDENDUM

This California Addendum (“Addendum”) to the Rocketship Education d/b/a Rocketship Public Schools (“Rocketship,” “RPS,” or the “School”) Employee Handbook is applicable to all School employees regularly working in California. The policies and/or procedures in this Addendum shall modify or supplement those set forth on the same subject matter in the Employee Handbook and shall apply as required by California or applicable local law.

***Important Note: This Addendum, along with the Employee Handbook, is a general guideline and is not intended to create an express or implied contract of employment or other contractual rights of any kind. Further, neither this Addendum nor the Employee Handbook affects the at-will employment relationship described in the Employee Handbook. Just as any employee has the right to end their employment with the School at any time, for any reason or no reason, the School has the right to terminate an employee’s employment at any time, for any reason or no reason, with or without cause. The relationship between the School and each of its employees is at-will.***

The School reserves the right, in its sole discretion, to amend, modify, change, cancel, terminate or withdraw any or all of the policies, rules, benefits, sections and provisions of this Addendum at any time and for any or no reason with or without prior notice.

Employees who have questions regarding the provisions of this Addendum or the Employee Handbook should discuss them with the Human Resources Department.

## **At Will Employment**

Employment with the School is at will, unless otherwise specified in a written employment agreement. This means employment with the School is not for any specified period and may be terminated by you or the School at any time, with or without cause or advance notice. In connection with this policy, the School reserves the right to modify or alter your position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, change in reporting relationships, reclassification or reassignment. In addition, the School reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate. The at-will nature of your employment with the School cannot be changed except in a written agreement, signed by you and the CEO of Rocketship Education, and which specifically states the parties’ intention to change the at-will nature of the employment. This at-will policy is the entire agreement between you and the School regarding length of employment and the circumstances under which you or the School may terminate the employment relationship.

## **Equal Employment Opportunity**

It is the policy of the School to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race (including natural hair and hairstyles including afros, braids, twists, and locks), religion (including religious dress and grooming practices), creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, breastfeeding, lactation, and related medical conditions), reproductive health decision-making, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other classification protected by applicable local, state or federal laws. This policy applies to all aspects of employment,

including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

### **Hours of Work and Payroll Practices**

#### **Pay Periods and Paydays.**

Rocketship's paydays are the 15th of each month and the last day of each month. The payroll period begins at 12:00 a.m. Sunday and ends the second Saturday thereafter at 11:59 p.m. You will be paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a School holiday, you will be paid on the last business day before the holiday.

#### **Working Hours.**

Exempt employees are paid for all hours worked, regardless of number, by their salaries. This means that when exempt employees need to work beyond their usual scheduled workday, there is no additional "overtime" compensation. Exempt full-time employees are expected to typically work at least an eight (8) hour workday, and longer, if necessary.

Nonexempt employees will be scheduled to work according to the needs of the School, which will be communicated to them in advance. Nonexempt employees will receive overtime compensation for work beyond eight (8) hours in a workday or more than six (6) days in any work week at an overtime rate will not be less than the following:

- One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek provided the employee has worked on all of the preceding six (6) days in the same workweek.
- Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.
- Employment beyond forty (40) hours in any workweek will be compensated at not less than one and one-half (1½) times the employee's regular rate of pay.

#### **Rest and Meal Periods.**

##### *Exempt Employees:*

Exempt employees are encouraged to take rest and meal periods each working day. If you expect to be away from work for longer than an hour during the working day, we request that you notify your supervisor.

##### *Nonexempt Employees:*

**Meal and Rest Periods:** All nonexempt employees working at least five (5) hours are provided with a thirty (30) minute unpaid meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5<sup>th</sup> hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and RPS mutually consent to the waiver in writing. Non-exempt employees who work more than ten (10) hours in a day

are entitled to a second unpaid, duty-free 30-minute meal period to be taken before the end of the 10<sup>th</sup> hour worked.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours or major fraction thereof (any time greater than two (2) hours) worked which should be scheduled towards the middle of each work period as practicable. Employees are prohibited from combining meal and rest period time.

Employees are entitled, encouraged, and expected to take all meal periods provided under this policy. During meal periods, RPS will relieve employees of all duty and will not exercise control over employees' activities. Employees are free to spend their meal and rest period time as they choose and are free to leave the worksite but must be sure to return to work at the completion of the period. No supervisor or manager may impede or discourage employees from taking meal or rest periods provided under this policy.

Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees are required to document the start/end time of their meal periods, as well as certify they have taken their rest periods, on their time records each payroll period. Any employee who believes that he or she was not provided meal and rest periods that comply with this policy must immediately inform the Human Resources Department or another member of management.

#### Wage and Hour Complaint Procedure.

If you believe you have been compensated incorrectly or have been improperly classified as exempt or nonexempt, you must report such concerns immediately to Human Resources. Such concerns will be investigated and if merited, will be immediately corrected. The School will not retaliate against any employee for raising a concern and will not permit others to retaliate against such an employee.

#### Personnel Files

California employees may receive, or may authorize a third-party to view or receive, a copy of the employee's personnel file and/or payroll records by submitting a written request to your Human Resources Team. The Human Resources Team will make the contents available within the time required by law, from the date of receipt of the written request. California employees may obtain the pay scale for their current position by making a written request to Human Resources.

#### **Anti-Harassment/Discrimination/Retaliation**

*(For employees working in California, this policy replaces the policy provided in the main Employee Handbook.)*

The School is committed to providing a work environment free of sexual or any form of unlawful harassment, discrimination or retaliation. In furtherance of this commitment, the School provides harassment and discrimination training to its employees. Supervisors are required, as a condition of employment in such position, to complete at least two hours of sexual harassment training every two years. New supervisors must complete the sexual harassment training within six months of assuming a supervisory position. Non-supervisory employees must complete at least one hour of sexual harassment training every two years.

Harassment or unlawful discrimination against individuals on the basis of race (including natural hair and hairstyles including afros, braids, twists, and locks), religion (including religious dress and grooming practices), creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, breastfeeding, lactation, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other classification protected by applicable local, state or federal laws is illegal and prohibited by the School policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the School will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his/her employment or engagement. To the extent a customer, vendor or other person with whom the School does business engages in unlawful harassment or discrimination, the School will take appropriate corrective action.

### Prohibited Conduct.

Sexual or other unlawful harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- (2) submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- (3) it creates a hostile, offensive, or oppressive work environment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. These are examples of unlawful harassment and do not describe all forms of unlawful harassment.

### Complaint Procedure.

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the School, should immediately report such conduct to their supervisor, any other member of management or Human Resources so that the matter can be promptly investigated. Supervisors must report any complaints of misconduct to the Director of Human Resources.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy.

All complaints of unlawful harassment or discrimination will be investigated promptly, fairly and thoroughly by impartial, qualified personnel. Complaints will be designated confidential, to the extent possible. The complaint process will be documented and tracked for reasonable progress and will be closed in a timely manner. Appropriate options for remedial actions and resolutions will be

considered. If at the end of the investigation misconduct is found, appropriate remedial measures will be taken.

To the extent that an employee or contract worker is not satisfied with the School's handling of a harassment or discrimination complaint, he/she/they may also contact the appropriate state or federal enforcement agency for legal relief. In California, the California Civil Rights Department can be contacted by consulting the government agency listings in the telephone book or on-line at [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov). The Department will, in appropriate cases, prepare and investigate complaints of harassment or discrimination; after a hearing, individuals actually injured as a result of such conduct may be awarded damages, as well as other remedies.

### **Retaliation Prohibited.**

Employees and contract workers are also protected by law from retaliation for opposing or reporting unlawful harassment or discrimination or for otherwise participating in processes connected with an investigation, proceeding or hearing conducted by the School or a government agency with respect to such complaints. The School will take disciplinary action up to and including the immediate termination of any employee who retaliates against another employee or contract worker for engaging in any of these protected activities. Contract workers will be subject to termination of their engagement with the School for engaging in retaliation.

Please contact a member of the Human Resources Department if you have any questions about this policy or require further information on the subject of sexual or other harassment or discrimination.

### **Reimbursement of Business-Related Expenses**

Under California law, employees are entitled to be reimbursed for all expenses they necessarily incur in the performance of their work duties. If the School provides the employee with necessary equipment (for example, a cellular phone or laptop), the employee's use of his/her/their personal device is not reimbursable, because it was not necessary for the employee to use his/her/their own device. If you have a question about the use of personal property in connection with your job duties, please see Human Resources. Out-of-pocket expenses incurred by employees must be necessary and reasonable and reimbursement for such expenses should be promptly requested, using the School's expense reimbursement process. Please refer to the School's Employee Travel and Expense Reimbursement Policy and Cell Phone Reimbursement Policy for details and requirements for expense reimbursement. Such policies will be applied in full compliance with California law.

### **Substance Abuse—Supplement to Policy**

RPS is committed to providing its employees with a safe and productive working environment. In keeping with this commitment, RPS maintains a strict policy against the use of alcohol, marijuana and the unlawful use of drugs in the workplace.

Consequently, you may not consume, use, possess, sell, purchase or transfer alcohol, marijuana or illegal drugs at any time while on RPS' premises or while using RPS vehicles or equipment, or at any location during work time. Also, you may not report to work with illegal drugs or alcohol in your bodily system. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It further includes any substance a person holds out to another as an illegal drug. Employees will not be in violation of this

policy if they have non-psychoactive marijuana metabolites in their bodily system due to off-duty marijuana use, nor will they be tested for such non-psychoactive metabolites; however, RPS may not possess, be impaired by, or use marijuana on RPS premises or during work time.

Any violation of this policy will result in disciplinary action, up to and including immediate termination of employment.

Employees are expected to cooperate with RPS' investigation of possible violations of this substance abuse policy. As part of this cooperation, you must report to your supervisor or the Human Resources Department, or other management personnel, any known or suspected violations of this policy. Refusal to cooperate with an investigation conducted under this policy will result in disciplinary action, up to and including termination of employment. Any testing done pursuant to such an investigation will be conducted in accordance with applicable law.

If you feel you have developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, you are strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, you may not avoid disciplinary action, up to and including immediate termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

### **Paid Time Off (PTO) Policy**

In addition to the information provided in the main Employee Handbook, the following conditions apply to a California employee's use or accrual of PTO. Although the School will make reasonable efforts to accommodate requests in scheduling PTO, except as otherwise required by law, all PTO is scheduled subject to the School's business needs and may be postponed when business needs require. With proper advance notice, the School reserves the right to require employees to use accrued PTO at times designated by the School.

No PTO is earned when you are on any unpaid leave of absence. PTO may be used only if it has been earned. Employees will be paid for PTO at their regular straight time rate of pay or base salary for the approved PTO period. PTO days are not considered hours worked for purposes of calculating overtime. Employees may elect to use PTO at the beginning of an otherwise unpaid FMLA or CFRA leave period.

If a paid holiday falls within an employee's PTO period, the day will be treated as a holiday and not a PTO day.

### **State Benefits for Paid Family Care and Medical Leave**

If you are on an approved leave of absence or an approved reduced work schedule to care for a family member (child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild or sibling) or to bond with a new child, you may apply for paid family leave benefits with the California Employment Development Department (EDD). However, before receiving such benefits you must first exhaust all available accrued PTO, up to a maximum of 2 weeks.

Paid family leave benefits are provided by the State of California and if approved, provide partial income replacement to an eligible employee. The paid family leave benefit offered by the state does not guarantee that you will be eligible to take a leave of absence or reduced work schedule. You must meet any applicable criteria specific to such leaves or reduced work schedules. You must follow the

procedures in the Family Care and Medical Leave or Unpaid Leave of Absence policies in the main Employee Handbook to request a leave or reduced work schedule.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. A claim form may be obtained from any office of the EDD by telephone, letter or in person or you can request a form from the EDD's website – [www.edd.ca.gov](http://www.edd.ca.gov)

If you plan an extended absence to care for a family member or bond with a new child, please notify Human Resources so that we may provide you with further information regarding this benefit.

### **Leaves of Absence**

While regular attendance is crucial to maintain business operations, the School recognizes that, for a variety of reasons, employees may need time off from work. The School has available several types of leaves of absence. Some are governed by California law and others are discretionary. For all planned leaves, however, you must submit a request at least 30 days in advance whenever feasible; in case of an emergency, the request should be made as soon as you become aware of the need for leave. All leaves must have the approval of the School management.

All requests for a leave of absence will be considered in light of their effect on the School and its work requirements, as determined by the School management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the School will engage in an interactive process with you to determine if a leave is the most appropriate accommodation. You must provide a certification from your healthcare provider to support a leave for medical reasons. Failure to provide the required certification to the School in a timely manner may result in delay or denial of leave. If you fail to return to work on the first workday following the expiration of an authorized leave and have not requested an extension, you will be deemed to have voluntarily resigned from the School. If you are requesting an extension of a leave, you must request such extension and have it approved before the expiration of the currently approved leave.

While the School will make a reasonable effort to return you to your former position or a comparable position following an approved leave of absence, there is no guarantee that you will be reinstated to your position, or any position, except as required by law.

All leaves are unpaid.

Use of PTO and/or paid sick leave during an otherwise unpaid leave will not extend the period of an approved leave of absence.

Holidays that fall during a leave of absence will not be paid.

### **Pregnancy Disability Leave and Accommodation**

If you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave ("PDL"). If affected by pregnancy or a related medical condition, an employee also is eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodation where doing so is medically necessary. In addition, if it is medically advisable for the employee to take intermittent leave or work a reduced leave schedule, the School may require the



employee to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave. Employees should contact Human Resources to request leave, accommodation or transfer.

Reasons for Leave: PDL is for any period(s) of actual disability caused by the employee's pregnancy, childbirth, or related medical condition - per pregnancy. Time off needed for such pregnancy-related disabilities including but not limited to prenatal or postnatal care; doctor-ordered bed rest; gestational diabetes; pregnancy-induced hypertension; preeclampsia; childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy are all covered by this PDL policy.

Duration of Leave: An employee is entitled to up to four months (17 $\frac{1}{3}$  weeks) of PDL while the employee is disabled by pregnancy, childbirth or related medical condition. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months following the commencement date of taking a pregnancy disability leave. For a full-time employee who works five eight-hour days per week, or 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 $\frac{1}{3}$  weeks.

Employee Notice Requirements: To receive reasonable accommodation, obtain a transfer, or take a PDL, you must provide sufficient notice so the School can make appropriate plans - 30 days advance notice if the need for is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Medical Certification: An employee is required to obtain a certification from her health care provider of her need for PDL, or the medical advisability of an accommodation or a transfer. Upon request, the Human Resources Department will provide you with a medical certification form that you can take to your doctor. As a condition of an employee's return from PDL, the School requires the employee to obtain a release to return to work from her health care provider stating she is able to resume their original job duties.

Leave is Unpaid: PDL leave is unpaid. We require the use of any available sick time during any unpaid portion of PDL. However, at the employee's option, the employee may use any accrued vacation time or other accrued paid time off as part of their PDL before taking the remainder of their leave on an unpaid basis. The use of any paid leave will not extend the duration of the employee's PDL. The School encourages employees to contact the EDD regarding eligibility for state disability insurance for the unpaid portion of their leave.

Leave Concurrent with Federal Family and Medical Leave and Consecutive with California Family Rights Act: If an employee is eligible for leave under the federal Family and Medical Leave Act or California Family Rights Act, PDL will also be designated as time off under the family and medical leave policy as appropriate, depending on which leave applies. Employees should refer to the family and medical leave policies in this Handbook for additional information.

Return to Work: If an employee does not return to work on the originally scheduled return date or request in advance an extension of the agreed upon leave with appropriate medical documentation, the employee may be deemed to have voluntarily terminated her employment with the School. Failure to notify the School of her ability to return to work when it occurs, or her continued absence from work because her leave must extend beyond the maximum time allowed, may be deemed a voluntary resignation of the employee's employment with the School. Upon the employee's return from PDL, the employee will be reinstated to their same position in most instances.

**Request for Additional Time Off:** Any request for leave after the employee’s disability has ended will be treated as a request for leave under the California Family Rights Act and/or the federal Family and Medical Leave Act, if the employee is eligible for such leave. Employees should refer to the “Family and Medical Leave” policy in this Handbook for additional information.

**Continuation of Health Insurance Benefits:** Employees who participate in the School’s group health insurance plan shall continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements with Human Resources for payment of their share of the insurance premiums. Benefit continuation under PDL is distinct from benefit continuation for employees who also take birth bonding leave under the CFRA.

**Lactation Accommodation**

The School will provide a reasonable amount of break time for any employee who desires to express breast milk for as long as the employee requests an accommodation. If possible, the break time should run concurrently with the employee’s normally scheduled rest or break times. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid.

A private (shielded from view and free from intrusion from co-workers and the public) lactation location will be provided and located close to your work area. The lactation location will comply with standards in accordance with state law. In addition, a refrigerator suitable for storing milk in close proximity to your workspace will be provided. If a refrigerator cannot be provided, the School will provide another cooling device suitable for storing milk, such as an employer-provided cooler.

Employees who desire lactation accommodations should contact Human Resources to request accommodations. The School will engage in an interactive process with you to determine when and where lactation breaks will occur.

The School prohibits discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have otherwise been denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

**Family and Medical Leave**

**FMLA and CFRA**

Eligible employees may request a family and medical leave of absence in accordance with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”) in effect at the time the leave is granted and under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), and have worked at least 1,250 hours during the 12 months immediately prior to the family and medical leave of absence. Employees requesting leave under FMLA must be employed at a worksite where there are 50 or more employees of the School within 75 miles. Leave under CFRA is applicable to employers with five or more employees without regard to work location, provided the employee meets the tenure and hours worked threshold.

You must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable (within one to two business days of learning of the need for leave). You should use the Request for Leave of Absence form, available upon request from Human Resources.

During a family and medical leave, group health benefits will be maintained for the duration of the leave, on the same basis as when you were actively working.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, and you have not requested an extension of leave in advance, with appropriate documentation, you may lose your right to reinstatement. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. Under FMLA, in certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any “key” employee who is not eligible for reinstatement and offer an opportunity to return from leave early.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact the Human Resources Department.

### Traditional FMLA

A traditional family and medical leave may be taken for the following reasons:

- (1) the birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
- (2) the employee is needed to care for the employee’s spouse (and registered domestic partner in CA), child, or parent with a serious health condition. In addition, leave under CFRA may be used for the care of an employee’s grandparent, grandchild, sibling, and parent-in-law, or another “designated person” who is related by blood or whose association with the employee is the equivalent of a family relationship (an employee may choose one “designated person” per 12-month period); or
- (3) the serious health condition of the employee.

A “serious health condition” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a healthcare provider. You may take a leave under reason # (2) above only if, due to a serious health condition, the employee’s qualifying family member requires your care or assistance as certified in writing by the family member’s healthcare provider. If you are seeking a leave under reason # (3) above, you must provide the School with a medical certification from your own healthcare provider establishing a qualifying reason for the leave, as well as a release to return to work from the healthcare provider before returning to work. When leave is requested, the School will notify you of the requirement for medical certification and when it is due. Failure to provide the requested medical certification in a timely manner may result in the delay or denial of leave until it is provided. Appropriate certification forms can be obtained from Human Resources.

Traditional family and medical leave may be taken for up to 12 workweeks during the designated 12-month period. The 12-month period will be calculated based on a rolling 12-month period, measured backward from the date the employee uses any family and medical leave. All time off that

qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

Under FMLA, if two parents are employed by the School and both seek FMLA leave for baby bonding/care, the parents may be limited to take only a combined total of 12 weeks of leave during the designated 12-month period.

Family and medical leave is unpaid leave; however, you may use any accrued but unused PTO while on leave. Paid sick leave may be used during leave under sections (2) or (3) above.

### Military Caregiver Leave

Employees who are eligible for Family and Medical Leave (“FMLA”) may also request leave if their spouse, child, parent, or next of kin meets the definition of an injured or recovering “covered service member.” “Next of kin” is defined as the closest blood relative of an injured or recovering covered service member.

“Covered service member” is defined as: (1) any member of the armed forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary-disability retired list for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces, (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

An employee seeking a leave under this policy must provide the School with a medical certification from the injured service member’s healthcare provider establishing eligibility for leave. When leave is requested, the School will notify you of the requirement for medical certification and when it is due. Failure to provide the requested medical certification in a timely manner may result in the delay or denial of leave until it is provided. Appropriate certification forms can be obtained from Human Resources.

Military Caregiver Leave may be taken for up to 26 workweeks in a 12-month period. The 12-month period begins on the first day you take Military Caregiver Leave and ends 12 months after that date. All time off that qualifies as Military Caregiver Leave or Traditional FMLA leave will be counted against your statutory family and medical leave entitlements to the fullest extent permitted by law.

If spouses are both employed by the School, the spouses are permitted to take only a combined total of 26 weeks of Military Caregiver Leave, or any combination of such leave and Traditional FMLA leave, in a 12-month period.

Military Caregiver Leave is unpaid leave; however, while on leave, you may use any accrued PTO and/or paid sick leave you have earned, in accordance with the terms of the School’s policy.

### Qualifying Exigency Leave (FMLA and CFRA)

This leave is available to a family member of a military member in the National Guard, Reserves, or regular armed forces.

Employees who are eligible for Traditional Family and Medical Leave under the FMLA or CFRA, may also request leave to attend to an exigency or emergency situation arising out of the fact that a

spouse, and domestic partner in CA, child, or parent is on covered active duty (or has been notified of an impending call order to covered active duty) in the armed forces. The term “covered active duty” means: (1) in the case of a member of the armed forces, duty during the deployment of the member with the armed forces to a foreign country; and (2) in the case of a member of the Reserves, duty during the deployment of the member with the armed forces to a foreign country under a call or order to active duty.

Qualifying exigencies include issues arising from a covered military member’s short-notice deployment (i.e., deployment on seven or fewer days of notice) for a period of seven days from the date of notification; military events and related activities that are related to the covered active duty or call-to-active-duty status of a covered military member; certain childcare and related activities; care of the military member’s parent who is incapable of self-care; making financial or legal arrangements; attending counseling; taking up to fifteen calendar days of leave to spend time with a covered military member who is on short-term temporary rest and recuperation leave during deployment; and attending to certain post-deployment activities.

If you are seeking a leave under this policy, you must provide the School with a certification establishing a qualifying reason for leave. When leave is requested, the School will notify you of the requirements for certification and when it is due. Failure to provide the requested certification in a timely manner may result in denial of leave until it is provided. Appropriate certification forms can be obtained from Human Resources.

Qualifying Exigency Leave is a type of FMLA and CFRA leave and may be taken for up to 12 workweeks in the normal 12-month period established by the School for Traditional FMLA or CFRA leave. All time off that qualifies as Qualifying Exigency Leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

### **California Paid Sick Leave**

**Eligibility:** Pursuant to the Healthy Workplaces, Healthy Families Act, the Company provides paid sick leave to employees who work for the Company in California for thirty (30) or more days within a year. **For employees who work in California and who are eligible for sick time under any other applicable sick time/leave law or ordinance or policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other applicable sick time/leave law or ordinance or policy.**

**Amount:** All employees will be granted 5 days (40 hours) of paid sick leave on January 1 of each year (or on their hire date, if after January 1). Unused paid sick leave is not carried over from year to year. Unused paid sick leave under this policy will not be paid at separation. However, if you if you are rehired within one year, your unused sick leave time will be reinstated.

**Usage:** Employees can use accrued paid sick leave beginning on the 90<sup>th</sup> day of employment. Paid sick leave may be used in a minimum increment of two (2) hours for each use. All employees may use up to five (5) days or forty (40) hours of paid sick leave in any year.

Paid sick leave may be used for the following reasons:

- 1) For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member. “Family member” is defined as a child, parent,

legal guardian or ward, spouse, grandparent, grandchild, sibling, registered domestic partner, or designated person. A “designated person” is a person identified by the teammate at the time the teammate requests paid sick days. An employee may choose one “designated person” per 12-month period. The child, parent, sibling, grandparent, and grandchild relationships include not only biological relationships, but also relationships resulting from adoption; step-relationships; and foster care relationships. “Child” includes a child of a domestic partner and a child of a person standing in loco parentis.

- 2) For an employee who is a victim of domestic violence, sexual assault, or stalking:
  - a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
  - b) To help ensure the health, safety, or welfare of the victim or the victim’s child;
  - c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
  - d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
  - e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
  - f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Employees will be notified of their available paid sick leave on each itemized wage statement.

**Notice:** Notice to your supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the teammate must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the teammate must provide notice of the need for the leave as soon as practicable.

**Payment:** Eligible employees will receive payment for paid sick leave, at the same wage as the teammate normally earns during regular work hours unless otherwise required by applicable law, by next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

**Enforcement & Retaliation:** Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited, and teammates may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

### ***Reproductive Loss Leave***

Employees with at least 30 days’ service will be granted up to five (5) days of unpaid leave following a reproductive loss, which includes a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Employees may use a maximum of twenty (20) days of leave under this policy per twelve-month period, which is determined on a calendar year (January – December). Leave under this policy must be taken within three (3) months of the day of the reproductive loss. Employees may take leave under this policy on nonconsecutive days. Leave under this policy is unpaid, but Employees may use any available paid sick leave, vacation, or PTO. Leave under this policy is available upon request to Human Resources. All information provided by an employee regarding the need for leave under this policy will be kept confidential,

### **Workers' Compensation Leave**

Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave for eligible employees. Group health benefits will be maintained for covered employees during leave to the extent required by law.

### **Jury Duty**

U.S. citizens have a civic obligation to provide jury duty service when called. You will be granted a leave of absence without pay for this purpose, provided you give your manager reasonable advance notice. Please bring in your jury duty notice as soon as you receive it so that appropriate arrangements can be made to cover your duties. You are required to call in or report for work on those days or parts of days when your presence in court is not required. Different compensation rules may apply to exempt employees. For further information, contact Human Resources.

### **Witness Duty**

If you are required by law to appear in court as a witness, you may take unpaid time off for such purpose provided you give your manager reasonable advance notice. Written evidence such as a subpoena must be provided. For further information, contact Human Resources.

### **Leave for Victims of Domestic Violence, Stalking and Sexual Assault**

Unpaid time off is available to victims of domestic violence, stalking or sexual assault for the purpose of appearing in court to obtain legal relief; seeking medical attention; obtaining services from a domestic violence shelter, program, or rape crisis center; obtaining psychological counseling or participating in safety planning. Victims of domestic violence, stalking or sexual assault should provide reasonable advance notice when possible; otherwise, they must provide, within a reasonable time, evidence from the court, prosecuting attorney, police or medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor, as appropriate.

### **Bone Marrow and Organ Donation Leave**

The School will provide paid time off to employees for bone marrow or organ donation. You may take up to thirty (30) business days in a one-year period for the purposes of organ donation and up to five (5) business days in a one-year period for the purposes of bone marrow donation. An additional unpaid leave of up to 30 business days in a 12-month period may be granted to an employee donating an organ.

To be eligible, employees must have been employed with the School for 90 days immediately preceding the commencement of leave. You are asked to provide reasonable advance notice of the need for leave, and the School may request documentation to confirm that the leave was used for donation purposes and the donation was medically necessary. You will be required to use accrued PTO or paid sick leave during such leave, to the extent allowed by law. Upon return from leave you will generally be returned to your former position or a comparable position, as required by law. Bone marrow/organ donation leave is independent from and does not run concurrently with leave under the FMLA and CFRA leave. Employees are protected against retaliation for participating in this leave of absence.

## **Crime Victims**

Unpaid leave is available to employees who are victims of certain felonies for the purpose of attending judicial proceedings related to the crime. In addition, employees who are immediate family members of the crime victim (spouse, child, parent), a registered domestic partner of the crime victim or a child of the victim's domestic partner may take unpaid time off work to attend judicial proceedings related to the crime. However, you must provide Human Resources with a copy of the judicial proceeding notice and provide as much advance notice as possible of the absence. You may elect to use any paid time off benefits that you may have available to you during crime victim leave, such as PTO or sick leave, or you may use makeup time or take the time off without pay.

Unpaid leave is available to employees who are victims of certain felonies for the purpose of attending judicial proceedings related to the crime. Employees who are immediate family members of the crime victim (spouse, child, parent), a registered domestic partner of the crime victim or a child of the victim's domestic partner may take unpaid time off work to attend judicial proceedings related to the crime.

In addition, an employee may take unpaid leave in order to seek medical attention for injuries resulting from the crime or abuse; to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization; to seek psychological counseling or mental health services related to the crime or abuse; and/or to participate in safety planning and other actions to ensure safety from future crime or abuse, including relocation.

You must provide Human Resources with as much advance notice as possible of the absence. The School may request that you provide a copy of the judicial proceeding notice, documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, or other form of certification acceptable under state law. You may elect to use any paid time off benefits that you may have available to you during crime victim leave, such as PTO or sick leave, or you may use makeup time or take the time off without pay.

## ***School Visitation***

California employees who are Parents, guardians, stepparents, foster parents, grandparents, or an employee who stands in loco parentis to a child may take off up to 40 hours each calendar year as School Visitation Leave. Such leave can be taken to participate in the school activities of the employee's child in a licensed child care facility or grades K-12. The hours that may be taken in any one calendar month to participate in school activities may not exceed eight. School Visitation Leave can also be taken to address the following child care provider or school emergencies: the school or child care provider has requested the child be picked up or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child be picked up; behavioral or discipline problems; natural disasters; or closure or unexpected unavailability of the school or child care provider, excluding planned holidays.

School Visitation Leave is unpaid. Employees must use available accrued PTO during this leave. Reasonable advance notice must be provided. Documentation from the school or licensed child care provider verifying your attendance may also be requested.

Parents or guardians are also entitled to unpaid time off, upon reasonable notice, when required to appear at their child's school because the child has been suspended for certain offenses related to the disruption of school activities or the use of obscenities, vulgarity or profanity.



### ***Leave for Voluntary Emergency Workers***

If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel who intends to perform emergency duty during work hours, please alert your supervisor so RPS is aware of the fact that the teammate may have to take time off to perform emergency duty. In the event any teammate needs to take time off for this type of emergency duty, a supervisor must be notified before leaving work. All time off for these purposes is unpaid.

Registered volunteer firefighters, reserve peace officers or emergency rescue personnel are eligible to take temporary unpaid leaves of absence for fire or law enforcement training not to exceed 14 days per calendar year.

### ***Civil Air Patrol Leave***

RPS will not discriminate against an employee for membership in the Civil Air Patrol. Additionally, RPS will not retaliate against an employee for requesting or taking Civil Air Patrol leave.

RPS will provide not less than 10 days per year of leave but no more than 3 days at a time to teammates who are volunteer members of the California Wing of the Civil Air Patrol. Employees must have been employed by the company for at least 90 days immediately preceding the commencement of leave, and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must request leave with as much notice as possible in order to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

### ***Literacy Leave***

Employees are permitted to take unpaid leave to participate in an adult education program for literacy assistance. If an employee needs time off to attend such a program, he or she should inform his or her direct supervisor or Human Resources. RPS will make reasonable accommodations for the employee by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on RPS. RPS will make reasonable efforts to safeguard the privacy of the employee's enrollment in an adult education program.

### ***Military Spouse Leave***

Employees who work an average of at least 20 hours per week may take up to 10 days of unpaid leave when a spouse (or domestic partner, as defined in this Addendum) returns on leave from military duty under certain circumstances. To qualify for leave, the military spouse or domestic partner (the "military member") must be a member of the Armed Forces of the United States, the National Guard or Reserves, who is returning from deployment during a period of military conflict. If the military member is in one of the Armed Forces of the United States, then the member must also have been deployed to an area designated as a combat theater or combat zone by the President of the United States. In addition, employees must provide notice of the intention to take leave within 2 business days of receiving official notice that the military member will be returning on leave and provide written documentation certifying that the military member will be on leave from deployment.

This time off is unpaid; however, employees may use any accrued PTO during this leave. This leave does not affect any other leave-of-absence rights employees may otherwise have under other state

or federal laws. Additionally, employees who take this leave are protected by law from retaliation for requesting or taking this leave.

### ***Rehabilitation Leave***

Employees who voluntarily wish to enter and participate in an alcohol or drug rehabilitation program will be provided with unpaid time off for Rehabilitation Leave, provided it does not impose an undue hardship on RPS. Any requests for Rehabilitation Leave must be prior to any violation of RPS' internal drug and alcohol policies. An employee may use accrued sick time or vacation/PTO time during Rehabilitation Leave.

RPS' support for treatment and rehabilitation does not obligate RPS to employ any person who violates RPS' drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. RPS is also not obligated to reemploy any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency.

### ***Opportunity to Work***

This policy applies to eligible employees working in RPS locations in San Jose, California. Before hiring additional employees, subcontractors, or temporary service or staffing agency employees to work in a San Jose location, RPS will offer additional available hours of work to existing non-exempt, part-time employees at the same San Jose location who, in the RPS' good faith and reasonable judgment, have the skills and experience to perform the work. RPS will use a transparent and nondiscriminatory process to distribute the hours of work among existing eligible employees. RPS is not required to offer such hours to any employee whose acceptance of such hours would require the employee to be compensated at an overtime or other premium rate of pay. RPS will administer this policy in a manner that is intended to comply with the San Jose Opportunity to Work Ordinance. RPS will not tolerate retaliation against any employee for exercising rights available under this policy.

### **Mandated Reporter Obligations**

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.

### ***Tuberculosis Testing***

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination, at least once every four

(4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

# DISTRICT OF COLUMBIA ADDENDUM

This District of Columbia Addendum (“Addendum”) to the Rocketship Education d/b/a Rocketship Public Schools (“Rocketship,” “RPS,” or the “School”) Employee Handbook is applicable to all School employees regularly working in the District of Columbia. The policies and/or procedures in this Addendum shall modify or supplement those set forth on the same subject matter in the Employee Handbook and shall apply as required by District of Columbia or applicable local law.

***Important Note: This Addendum, along with the Employee Handbook, is a general guideline and is not intended to create an express or implied contract of employment or other contractual rights of any kind. Further, neither this Addendum nor the Employee Handbook affects the at-will employment relationship described in the Employee Handbook. Just as any employee has the right to end their employment with the School at any time, for any reason or no reason, the School has the right to terminate an employee’s employment at any time, for any reason or no reason, with or without cause. The relationship between the School and each of its employees is at-will.***

The School reserves the right, in its sole discretion, to amend, modify, change, cancel, terminate or withdraw any or all of the policies, rules, benefits, sections and provisions of this Addendum at any time and for any or no reason with or without prior notice.

Employees who have questions regarding the provisions of this Addendum or the Employee Handbook should discuss them with the Human Resources Department.

## **Equal Employment Opportunity Policy**

In addition to the categories protected under federal laws and as set forth in the Employee Handbook, it is the policy of the School to prohibit discrimination, harassment or retaliation against an employee based on all categories protected under District of Columbia laws or ordinances including: an employee’s actual or perceived sex (including pregnancy, childbirth, related medical conditions or breastfeeding), personal appearance, family responsibilities, matriculation, political affiliation, credit information, unemployment status, homeless status, lawful use of tobacco products, use of cannabis or status as a medical cannabis program patient (for employees in non-safety sensitive positions).

## **Reasonable Accommodations**

An employee may request a reasonable accommodation due to pregnancy, childbirth, breastfeeding or medical conditions related to pregnancy and/or childbirth and RPS will explore all possible means of providing the reasonable accommodation, so long as the reasonable accommodation does not impose an undue hardship. RPS will consider a variety of options in order to comply with a request for a reasonable accommodation including, for example: more frequent or longer breaks; time off to recover from childbirth; new or modified equipment or seating; temporary transfers to less strenuous or hazardous work or other job restructuring; refraining from heavy lifting; relocating the employee’s work area; and providing private non-bathroom space for expressing breast milk.

If an employee seeks to exercise their right to seek an accommodation under this policy, RPS will not interfere with, restrain, deny the exercise or deny the attempt to exercise such right. Nor will RPS



require an employee to accept an accommodation the employee chooses not to accept or require an employee to take leave when a reasonable accommodation can be provided.

### **D.C. Paid Sick and Safe Leave**

RPS will comply with the requirements of the District of Columbia Accrued Sick and Safe Leave Act (the “Law”) applicable to employees working in Washington, D.C. **This policy will apply to eligible employees in Washington, D.C. to the extent that they otherwise would not have paid time off in an amount that meets or exceeds the requirements of the Law.** To the extent that there are inconsistencies with the terms of RPS’s PTO and Sick Leave policies, the terms of this policy will apply to the use of sick and safe leave.

In Washington, D.C., eligible employees will accrue paid sick leave benefits that may be used:

- For the employee’s own illness, injury or health condition;
- To obtain a medical diagnosis or preventative care for the employee;
- To care for a family member (spouse, domestic partner, parent, child, parent-in-law, son- or daughter-in-law, sibling or sibling’s spouse, person in a committed relationship with the employee and sharing the employee’s residence for at least 12 months) with an illness, injury or health condition;
- To obtain a medical diagnosis or preventative care for the employee’s family member;
- or
- For reasons related to the employee or his or her family member being a victim of domestic violence, sexual assault or stalking.

Eligible employees in Washington, D.C., will accrue paid sick leave at a rate of one (1) hour of paid sick leave for every 37 hours worked up to a maximum of seven (7) days of leave per calendar year. Employees begin accruing leave upon the start of employment but may not use such paid sick leave until after they have completed 90 days of employment. Accrued but unused paid sick leave will carry over from one year to the next, but will not be paid out upon termination or resignation of employment.

When the need for sick leave is foreseeable, an employee requesting such leave shall provide RPS with at least 10 days’ advance written notice of the intention to take leave, including the expected duration of the absence. Employees must make a reasonable effort to schedule leave in a manner that does not unduly disrupt RPS’ operations. If the need for leave is unforeseeable, the employee must provide notice of their intent to take leave by the beginning of the first day of leave, or as soon as practicable, or within 24 hours of the onset of an emergency, whichever is sooner. RPS may require verification of the need for leave, consistent with applicable law.

Employees who take sick and safe leave for 3 or more consecutive days may be required to provide reasonable certification of the need for leave, including, for example, a signed document from a health care provider, a police report, a court order or a signed statement from a victim or witness advocate or domestic violence counselor. Where RPS’ existing leave policies provide different certification requirements, the requirement that is least onerous for the employee will be used.

RPS will restore the employment of employees taking leave under this policy upon their return from leave in accordance with the requirements of District of Columbia law. To the extent that an employee may be eligible for leave under both this policy and RPS’ FMLA policy, RPS will consider any such leave entitlements to run concurrently to the fullest extent permitted by applicable law.

Any employee who needs paid leave for one of the purposes listed in this policy and is denied that leave may contact Human Resources for an individualized review of the situation to ensure full compliance with this policy and District of Columbia law. RPS will not interfere with, restrain or deny an employee's use of leave under this policy. Further, employees are protected from retaliation for requesting or taking leave available under this policy, for raising a complaint or concern about this policy, or for filing or cooperating in the investigation of a complaint under this policy. If you believe you have been retaliated against in violation of this policy, please contact Human Resources.

### **Paid Family Leave**

All eligible Washington, D.C. employees (full or part-time) are entitled to take paid leave under the District of Columbia Uniform Paid Leave Act ("UPLA"). This benefit is administered by the District of Columbia Department of Employment Services ("DOES"). Eligibility and benefits are determined solely by DOES and not by RPS.

Effective, October 1, 2022, under the UPLA, an employee may receive the following benefits:

- 12 weeks to bond with a new child;
- 12 weeks to care for a family member with a serious health condition; and
- 12 weeks to care for a worker's own serious health condition.
- 2 weeks prenatal leave

Pursuant to the UPLA, bonding leave includes:

- The birth of a child;
- The placement of a child from adoption or foster care into their household; or
- The placement of a child into their household that they legally assume and discharge parental responsibility over.

Some, but not all, UPLA leave also may be covered by the Family and Medical Leave Act (FMLA), if applicable. Leave that qualifies under both policies runs concurrently and will be subject to the requirements of both the FMLA and UPLA policies.

For purposes of this District of Columbia UPLA, a "family member" means: (i) a biological, adopted, foster or step child (including a child of a domestic partner); a legal ward; or someone to whom an employee acts as parent; (ii) a biological, foster or adopted parent, a parent-in-law, a stepparent, a legal guardian or other person who acted as a parent to the employee when the employee was a child; (iii) a domestic partner or spouse; (iv) a grandparent; or (v) a sibling.

If you believe you have experienced an event that may qualify for parental, family, or medical leave benefits, you can learn more about applying for benefits with the Office of Paid Family Leave at [dcpaidfamilyleave.dc.gov](https://dcpaidfamilyleave.dc.gov).

Note, that the UPLA leave is not job protected leave. It is solely a benefit administered by DOES to qualifying employees. An employee may be entitled to job protected leave under other applicable law.

### **Voting Leave**

Upon request, Washington, D.C. employees are permitted to take up to two (2) hours of paid leave from their scheduled working shift to vote. Employees must submit a request for leave in a

reasonable time in advance of the date the employee wishes to vote. RPS may specify the hours during which the employee takes paid leave to vote, including requiring the employee to vote during the early voting period instead of on Election Day or to vote at the beginning or end of the employee's working shift. RPS will not interfere with, restrain or deny any attempt to take leave under this policy, nor retaliate against any employees for requesting or taking paid leave to vote.

### **School Activities Leave**

RPS will grant Washington, D.C. employees who are parents, guardians, aunts, uncles, grandparents, step-parents, legal guardians or custodians of school-age children up to twenty-four (24) hours of unpaid leave during any 12-month period to attend or participate in a school-related event (including a full day off to participate in school related Emancipation Day activities) in which the employee's child is a participant or a subject. When possible, ten (10) days' advance notice is required. Employees may use accrued paid time off for this purpose. Leave may be denied if it would unduly disrupt RPS' business.

### **Jury Duty Leave**

Eligible Washington, D.C. employees are entitled to up to five (5) days paid leave for grand jury or petit jury duty, less any fees received from the court. RPS will not deprive an employee of employment, threaten or otherwise coerce an employee with respect to employment because the employee receives a summons, responds to a summons, serves as a juror or attends court for prospective jury service.

### **Privacy of Wage or Salary Information**

Employees (other than persons with regular access to information regarding the wages of other employees in the course of the employee's work, such as a human resources employee) shall not be prohibited from voluntarily inquiring about, disclosing, comparing, or otherwise discussing the employee's wages or the wages of another employee. Notwithstanding the foregoing, no employee is required to disclose wage information in response to an inquiry by another employee and RPS is not obligated to disclose the wage information of one employee to another.

### **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.

# TENNESSEE ADDENDUM

This Tennessee Addendum (“Addendum”) to the Rocketship Education d/b/a Rocketship Public Schools (“Rocketship,” “RPS,” or the “School”) Employee Handbook is applicable to all School employees regularly working in Tennessee. The policies and/or procedures in this Addendum shall modify or supplement those set forth on the same subject matter in the Employee Handbook and shall apply as required by Tennessee or applicable local law.

***Important Note: This Addendum, along with the Employee Handbook, is a general guideline and is not intended to create an express or implied contract of employment or other contractual rights of any kind. Further, neither this Addendum nor the Employee Handbook affects the at-will employment relationship described in the Employee Handbook. Just as any employee has the right to end their employment with the School at any time, for any reason or no reason, the School has the right to terminate an employee’s employment at any time, for any reason or no reason, with or without cause. The relationship between the School and each of its employees is at-will.***

The School reserves the right, in its sole discretion, to amend, modify, change, cancel, terminate or withdraw any or all of the policies, rules, benefits, sections and provisions of this Addendum at any time and for any or no reason with or without prior notice.

Employees who have questions regarding the provisions of this Addendum or the Employee Handbook should discuss them with Human Resources.

## **Meal Periods**

Employees who work six (6) hours or more in a day will be provided with a thirty (30) minute unpaid duty-free meal break.

## **Overtime Pay**

RPS provides compensation for all overtime hours worked by nonexempt employees in accordance with applicable law. Tennessee nonexempt employees will receive overtime for all hours worked beyond 40 in any work week at a rate of one and one-half (1.5) times the employee’s regular rate of pay.

## **Lactation Accommodation**

Employees who desire to express breast milk during working hours will be provided with a private place, other than a toilet stall, to do so during their regularly scheduled rest or meal periods. In the event that such an employee requires additional time other than the scheduled rest or meal periods, the School will provide the employee with additional unpaid time for expressing breast milk. The School is not required to provide such break time if doing so would unduly disrupt the School’s operations.

## **Family Care and Medical Leave**

A Tennessee employee who has been employed with the School for 12 consecutive months is eligible for up to four months of unpaid leave for adoption, pregnancy, childbirth and nursing the infant. Employees taking leave under this policy must provide at least three months’ notice of the intended date of leave, date of return and intention to return to full-time work at the end of the leave, except in

emergency circumstances. The School may require verification of the need for leave under this policy. Employees taking leave under this policy must pay the School the amount of the cost of healthcare premiums for the employee for the anticipated duration of the leave. No employee will be retaliated against for taking leave available under this policy. The School will restore the employment of employees taking leave under this policy upon their return from leave in accordance with the requirements of Tennessee law. Leave available under this policy will run concurrently with any available under the federal FMLA to the fullest extent allowed under Tennessee law.

### **Military Leave**

Tennessee employees who are called or ordered to report for military service, including annual field training, in the service of the National Guard, State Guard, or Civil Air Patrol may be eligible to take an unpaid leave of absence for the period of such service. Leave taken under this policy is unpaid; however, employees may – but are not required to – use any accrued paid time off available during this leave, if applicable. No employee will be retaliated against for taking leave available under this policy. Employees returning from this leave are eligible for reinstatement, in accordance with the requirements of Tennessee law.

### **Emergency Response Leave**

Tennessee employees may take unpaid leave to act as a volunteer firefighter in response to an emergency. Employees must notify the School in advance that they are emergency responders and must give notice of the need for emergency leave as soon as practicable, including the probable length or duration of such leave. The School may require employees to provide written verification of their need for such leave. Active volunteer firefighters may be eligible to take time off with pay, and without being required to use their accrued paid time off, if applicable, for their next scheduled work period within twelve (12) hours of responding to an emergency or a fire call if the employee assisted in fighting the fire for more than four (4) hours.

### **Jury Duty Leave**

The School will pay eligible Tennessee employees who are called to serve on a jury. Employees employed on a temporary basis for fewer than six (6) months are not eligible to be paid for jury duty leave, but may take leave for jury duty service on an unpaid basis.

Eligible employees shall be paid their regular hourly rate of pay, minus any jury duty fees, for all time spent traveling to and from jury duty, as well as all actual time spent serving on the jury during normal work hours. To the extent that jury duty does not overlap with the employee's regularly scheduled hours of work, the employee is not eligible to be paid for jury service.

Employees who serve on a jury for over three (3) hours on a single day are not required to report to work that day. Employees scheduled to work overnight hours are not required to work the night before the first day of scheduled jury duty, or any shift occurring within 24 hours of jury duty. However, employees who decide to not report to work before or after jury duty will not be paid, unless otherwise required by applicable law.

### **Voting Leave**

If a Tennessee employee who is a registered voter does not have sufficient time outside of their working hours within which to vote in any election, they may take up to three (3.0) hours of time off without loss of regular pay to vote. The time off shall be either at the beginning or the end of the

employee's workday, as the School may designate, unless otherwise mutually agreed. An employee wishing to request this voting time leave must provide notice of his or her request by Noon on the day before the election. Any employee who has three hours of non-working time before or after his or her regular shift while the polls are open is not eligible for voting leave. Tennessee employees are reminded and encouraged to take advantage of the availability of early voting or vote-by-mail opportunities in their local jurisdiction.

Employees who serve as part-time voting machine technicians appointed by the county election commission may take unpaid leave for the time required to perform their technical voting machine duties. The School may require employees to provide written verification of the need for such leave.

### **Weapons and Firearms, Violence in the Workplace Policies**

To the full extent permissible under law, employees are prohibited from possessing or carrying weapons while on School property, in a School-owned vehicle, while performing School business.

### **Abusive Conduct Prevention Policy**

#### *Statement of Commitment, Values, and Purpose*

The School is firmly committed to a workplace atmosphere of respect, collaboration, openness, safety and equality, and free from abusive conduct. We strive to provide high quality education in a safe environment. All employees have the right to be treated with dignity and respect. All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Employees who file complaints will not suffer negative consequences for reporting others for inappropriate behavior.

This policy applies to any sponsored program, event or activity including but not limited to sponsored recreation programs and activities, as well as the performance by supervisors and employees of their employment related duties. The policy includes electronic communications by any employee as well.

#### *Definition of Abusive Conduct*

Abusive conduct includes acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive work environment, which can include but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an employee's work performance in the workplace.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abusive conduct does **not** include:

- Disciplinary procedures in accordance with adopted policies of the School
- Routine coaching and counseling, including feedback about and correction of work performance



- Reasonable work assignments, including teaching, classroom, student supervision and overtime assignments
- Individual differences in styles of personal expression
- Passionate, loud expression with no intent to harm others
- Differences of opinion on work-related concerns
- The non-abusive exercise of managerial prerogative

### *Employer Responsibility*

Supervisors and others in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. Supervisors will:

- provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations;
- provide good examples by treating all with courtesy and respect;
- ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;
- be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- respond promptly, sensitively and confidentially to all situations where abusive behavior is observed or alleged to have occurred.

### *Employee Responsibility*

Employees shall treat all other employees with dignity and respect. No employee shall engage in threatening, violent, intimidating or other abusive conduct or behaviors. Employees are expected to assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy. Employees should cooperate with preventative measures introduced by supervisors and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

### *Retaliation*

Retaliation is a violation of this policy. Retaliation is *any* act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

### *Complaint Process*

#### **Reporting**

**Employees:** Any employee who feels they have been subjected to abusive conduct is encouraged to report the matter orally or in writing to a supervisor, including their supervisor, the next level of management, or to the Human Resources office. Any employee seeking to file a complaint should ensure the complaint consists of details of each incident of abusive conduct including dates, times, locations and any witnesses.

**Witnesses:** An employee who witnesses or is made aware of behavior that may satisfy the definition of abusive conduct (as defined above) should report any and all incidents as set forth herein.

**Supervisors:** Supervisors must timely report known incidents involving workplace abuse, intimidation, or violence to Human Resources. Supervisors and appointing authorities are required to take reasonable steps to protect the complainant, including, but not limited to, separation of employees involved.

Employees should also refer to the Internal Complaint Review Policy set forth in the main Employee Handbook.

### Investigation & Corrective Action

Investigations of abusive conduct shall be conducted as soon as practicable and in accordance with the policies and practices of the School. The investigation will be conducted thoroughly, objectively, with sensitivity, and with due respect for all parties. To the extent permitted by law, the School will maintain the confidentiality of each party involved in an abusive conduct investigation, complaint or charge, provided it does not interfere with the ability to investigate the allegations or to take corrective action. The person complained against will be notified that an allegation has been made against him or her and informed of the investigative procedure.

In the event of a finding of abusive conduct, the School will take immediate and appropriate corrective action. Remedies may be determined by weighing the severity and frequency of the incidences of abusive conduct and in accordance with existing disciplinary policies of the School.

### Mandated Reporting 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.

# WISCONSIN ADDENDUM

This Wisconsin Addendum (“Addendum”) to the Rocketship Education d/b/a Rocketship Public Schools (“Rocketship,” “RPS,” or “School”) Employee Handbook is applicable to all RPS employees regularly working in Wisconsin. The policies and/or procedures in this Addendum shall modify or supplement those set forth on the same subject matter in the Employee Handbook and shall apply as required by Wisconsin or applicable local law.

***Important Note: This Addendum, along with the Employee Handbook, is a general guideline and is not intended to create an express or implied contract of employment or other contractual rights of any kind. Further, neither this Addendum nor the Employee Handbook affects the at-will employment relationship described in the Employee Handbook. Just as any employee has the right to end their employment with RPS at any time, for any reason or no reason, RPS has the right to terminate an employee’s employment at any time, for any reason or no reason, with or without cause. The relationship between RPS and each of its employees is at-will.***

RPS reserves the right, in its sole discretion, to amend, modify, change, cancel, terminate or withdraw any or all of the policies, rules, benefits, sections and provisions of this Addendum at any time and for any or no reason with or without prior notice.

Employees who have questions regarding the provisions of this Addendum or the Employee Handbook should discuss them with the Human Resources Department.

## **Equal Employment Opportunity**

In addition to the categories listed in the Handbook, Wisconsin law prohibits discrimination, harassment or retaliation on account of a person’s arrest and/or conviction record, genetic testing, honesty (lie detector) testing, or use or non-use of lawful products off RPS’ premises during non-working hours.

## **Overtime Pay**

RPS provides compensation for all overtime hours worked by nonexempt employees in accordance with applicable law. Wisconsin nonexempt employees will receive overtime for all hours worked beyond 40 in any work week at a rate of one and one-half (1.5) times the employee’s regular rate of pay.

## **Personnel Files**

Upon written request from an employee or the employee’s designated representative, RPS will permit a Wisconsin employee to review information in his or her personnel file up to two (2) times per year, subject to certain limited exceptions. Copies of the file’s contents may be requested; however, RPS may charge the employee for the actual costs of duplicating the information.

If an employee disagrees with information in the personnel file and RPS and employee cannot reach an agreement about the removal or correction of the information in question, the employee may submit a written rebuttal that will be maintained in the personnel file.

### **Wisconsin Family Leave Act**

Under the Wisconsin Family Leave Act (“WFLA”), Wisconsin employees who have been employed for fifty-two (52) consecutive weeks and has worked at least 1,000 hours in the preceding 12-month period is eligible for leave for any of the following reasons:

- Six (6) weeks leave for the birth or adoption of a child, to be taken within sixteen (16) weeks of the child’s birth or adoption
- Two (2) weeks leave to care for the employee’s own serious health condition or the serious health condition of a spouse, domestic partner, child or parent of the employee

A maximum of eight (8) total weeks of leave may be taken under the WFLA for any combination of reasons permitted in a given calendar year. Leave under the federal Family and Medical Leave Act (“FMLA”) runs concurrently with leave under the WFLA to the extent both apply. However, an employee may be eligible for leave under the WFLA, even if the employee is not eligible for or has exhausted leave under the federal FMLA.

See the Family Care and Medical Leave policy in the main Employee Handbook for additional provisions related to leave under the FMLA and WFLA.

Employees taking leave under this policy must provide advance notice of the intended dates of leave, except in emergency circumstances. The Company may require certification of the need for leave under this policy, including written certification from a health care provider that identifies the probable duration of the leave. The Company will maintain an employee’s existing benefit selections while on leave under this policy on the same terms as if the employee had continued to work.

Leave under this policy is unpaid. No employee will be retaliated against for taking leave available under this policy. The Company will restore the employment of employees taking leave under this policy upon their return from leave in accordance with the requirements of Wisconsin law.

### **Military Leave**

A Wisconsin employee who is a member of the National Guard, state defense forces, the Wisconsin Laboratory of Hygiene or the U.S. Armed Forces and who is ordered to report for active duty, active state service or to assist with an emergency may take an unpaid leave of absence for this service. An employee must notify Human Resources as soon as possible after learning of the need to take leave and RPS may require documentation to support the need for leave under this policy. No employee will be retaliated against for taking leave available under this policy.

### **Emergency Response Leave**

Wisconsin employees may take unpaid leave to act as volunteer firefighters, emergency medical technicians, first responders or ambulance drivers for a volunteer fire department in response to an emergency. Employees who are members of the Civil Air Patrol may take unpaid leave to participate in emergency service operations for up to five (5) consecutive workdays and up to fifteen (15) days total in any calendar year. Employees must notify RPS in advance that they are an emergency responder or Civil Air Patrol member and must give notice of the need for leave as soon as practicable, including the probable length or duration of such leave. The Company may require employees to provide written verification of their needed leave. No employee will be retaliated against for taking leave available under this policy.

### **Weapons and Firearms, Violence in the Workplace Policies**

Pursuant to Wis. Stat. § 948.605, employees are prohibited from possessing or carrying firearms or dangerous weapons while on Company property, in a Company-owned vehicle or while performing any Company business, regardless of an employee's firearm licensee status.

### **Witness Leave**

A Wisconsin employee may take unpaid leave to testify pursuant to a subpoena in criminal, children's code or juvenile justice code proceedings related to being a witness to a crime. Leave taken under this policy will be paid leave if the subpoena to testify is in a matter against RPS or involves the employee's employment at RPS. Employees must provide notice of the need for leave under this policy on the first business day after receiving the subpoena and RPS may require verification of the need for such leave. No employee will be retaliated against for taking leave available under this policy.

### **Voting Leave**

Wisconsin employees who are registered voters may be eligible to take up to three (3) hours of unpaid time off to vote in any election. A reasonable amount of their working time to vote in any election for which they are qualified to vote and who provide RPS with reasonable advance notice of this need. The Company reserves the right to designate what time the employee may take voting leave. The Company will not retaliate against any employee who exercises any rights consistent with this policy and applicable law.

An employee who has three (3) consecutive hours of non-working time outside of their regular shift while the polls are open is not eligible for leave under this policy. Wisconsin employees are reminded and encouraged to take advantage of the availability of early voting or vote-by-mail opportunities in their local jurisdiction.

### **Elected Official Leave**

Wisconsin employees acting as election officials may take unpaid time off for the 24-hour period of an election day in which the employee serves in an official election-related capacity. An employee seeking leave to act as an election official must provide at least seven (7) days' notice of the need for such leave and RPS may require written verification of the need for such leave. No employee will be retaliated against for taking leave available under this policy.

### **Bone Marrow / Organ Donation Leave**

A Wisconsin employee who has worked for RPS for more than fifty-two (52) consecutive weeks and at least 1,000 hours during that period, is eligible to take up to six (6) weeks of unpaid leave in a 12-month period for the purpose of serving as a bone marrow or organ donor. The employee must provide written verification of the need for leave under this policy and the leave length permitted will be based on the period of time necessary for the employee to undergo the bone marrow or organ donation procedure to recover from the procedure. No employee will be retaliated against for taking leave available under this 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)).



# ROCKETSHIP PUBLIC SCHOOLS

Executive Summary  
Rocketship Education  
California Board Committee  
June 6, 2024

<b>Agenda Item:</b> 2.D.		OPEN/ACTION
		INFORMATION
	X	CONSENT
<b>Subject:</b> Recommend Approval of the 2024-25 California Family Handbook to the Rocketship Board of Directors		

**Recommendation(s):**

It is recommended that the Rocketship Education California Board Committee recommend approval of the attached revised Student/Parent Handbook Template for the school year 2024-25.

**Background:**

The Student/Family handbook is reviewed annually to update the policy manual to ensure compliance with changes in federal, state, and local law.

The primary content changes to the 2024-25 Parent/Student Handbook include:

- removal of inconsistent and outdated policy provisions
- updates to policies for compliance purposes
- addition to Campus Access and Visitor Policy, electronic Surveillance Policy
- the addition of an Outside Provider Policy, Classroom Observation Policy and a Lost or Damaged School Property
- the removal of inconsistent and outdated policy provisions, and
- updates to policies for compliance purposes

The committee is provided with a template showcasing the changes and new format for the SY24-25 handbook. California schools are currently reviewing and updating their specific information, highlighted in blue in the draft. These updates will be incorporated into the handbook in the coming weeks.

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

Each year, the Board Committee reviews the Student/Family Handbook.

[INSERT SCHOOL NAME]

Student/Parent Handbook  
2024-2025 School Year  
California

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*Please note that Rocketship may enact additional, supplemental, or alternative policies or procedures to accommodate developing changes in circumstances and/or any public health related matter, to be separately distributed as needed. Families will be expected to comply with any such policies or procedures in the same manner as any policies and procedures contained in this handbook. The policies provided in this handbook are subject to ongoing review and board approval.*

## ABOUT ROCKETSHIP

Rocketship **[Insert]** is part of Rocketship Public Schools (“Rocketship”), a network of public elementary charter schools serving students in neighborhoods where access to excellent schools is limited. We believe that truly transformative schools do more than educate students; they empower teachers, engage parents, and inspire communities. Rocketship strives to meet the unique needs of each and every student through a blend of traditional instruction, adaptive technology, targeted tutoring, and enrichment opportunities. Together, we can eliminate the achievement gap in our lifetime.

## OUR STORY

In 1999, Father Mateo Sheedy, Pastor of Sacred Heart Parish, created the Juan Diego Scholarship for Santa Clara University. He was surprised to discover that, of the hundreds of children in his parish, none of them met the basic academic requirements that would qualify them to attend their hometown college or any other top-tier university.

Father Mateo Sheedy reached out to his community and started creating a plan to improve high-quality educational options in Washington Guadalupe, a neighborhood within greater San Jose.

Unfortunately, Father Mateo Sheedy passed away but his legacy continues to live on. In 2006, parishioners approached Preston Smith, a high-achieving principal at a promising public elementary school in San Jose, to continue to build on Father Sheedy’s vision to create a K-12 education pipeline for children in low-income neighborhoods. Several public and private schools had already formed a strong 6-12 pipeline, but a high-quality K-5 option in the neighborhood was still missing, so Preston focused on developing a new elementary school model. Preston was a young principal at a promising elementary school in San Jose who recognized the impact that empowered teachers and engaged parents could have on student success.

Rocketship Mateo Sheedy Elementary opened soon after and students quickly showed strong results in academic achievement. As more families joined the waiting list, we realized the need for even more high-quality schools in the San Jose community, and beyond. Parent demand and parent organizing has played a strong role in opening new Rocketship schools all across the country.

Today, Rocketship Education is a non-profit organization operating Rocketship and it is governed by a Board of Directors. There are related, regional Rocketship nonprofits in four other areas of the country including Wisconsin, Tennessee, the District of Columbia and Texas. Altogether the Rocketship nonprofits operate thirteen (13) Rocketship schools in California, including San Jose, Redwood City, Antioch, and



Concord; three (3) in Nashville, TN; two (2) in Milwaukee, WI; three (3) in Washington, DC; and two (2) in Fort Worth, TX.

## OUR MISSION

Our mission at Rocketship is to eliminate the achievement gap by graduating all students at or above grade level in reading and math. All Rocketeers will learn to take initiative, be respectful, be responsible, show empathy, and be persistent in attaining excellence.

The purpose of schooling is for all students to learn to use their minds and hearts well. Students learn best in schools where they are known well, where expectations are high, support is strong, and where their voices and their parents' voices are valued. Rocketship strives to recognize all of these values and to ensure that the students are empowered to learn, lead, and be positive and productive members of their community.

At Rocketship, our goals include the following:

- Students will develop a deep love of learning.
- Rocketship will provide parents with a path for their children to take in order to have the best chance to attend a four-year college.
- Rocketship will encourage our alumni to become leaders in their community.

## OUR MODEL

Our model is based on the following three core pillars:

1. **Excellent teachers and leaders create transformational schools.** Rocketship invests deeply in training and development to ensure teachers and leaders have a profound impact on students and communities.
2. **Every child has a unique set of needs.** Rocketship meets these needs by customizing each child's schedule with a combination of traditional instruction, technology and tutoring.
3. **Engaged parents are essential in eliminating the achievement gap.** Rocketship develops parent leaders in our schools and communities to become powerful advocates for their children.

Instructionally, Rocketship uses what is called an enhanced rotational school model where students rotate between literacy and integrated mathematics classrooms and a Learning Lab, which is a larger room with computers where students learn by using online programs in math and literacy, and also focus on key

technology literacy skills. Tutors are present in the Learning Lab to track students' online learning progress and work with small groups of students who are behind grade level. Students also have opportunities to engage with technology in their classrooms.

## CONTACT INFORMATION

### SCHOOL SITES

[TBD- School Specific]

*If your call is sent to voicemail, please leave a message and we will return your call.*

### WEBSITE

Rocketship's website is [www.rocketshipschools.org](http://www.rocketshipschools.org). Here, you can find general information about Rocketship, including our educational model, our management team, and other schools in our network. Here you can find the website for each Rocketship School which includes, but is not limited to school staff contact information; parent resources, including an electronic version of this Handbook; Rocketship's Non-Discrimination Statement and Title IX Policy, Title IX Complaint and Investigation Procedures; school calendars; and other informational materials about the school.

## ADMISSIONS AND ENROLLMENT

[insert] is a public charter school. Charter schools run independently of the local school district, and must be approved by a local charter school authorizer to open.

Charter schools are public schools that are tuition-free and open to any student who wishes to attend. They allow parents, organizations, and communities to restore, reinvent, and re-energize our public school system.

Rocketship will not administer any test or assessment to students prior to acceptance and enrollment into Rocketship. Rocketship will not limit enrollment on the basis of a student's race, color, religion, national origin, language spoken, intellectual or athletic ability, measures of achievement or aptitude, or status as a student with special needs.

## CALENDAR AND ATTENDANCE

### SCHOOL SCHEDULE

TBD- School Specific

### LAUNCH

Each Rocketship campus begins the school day with Launch, which is a period of time for the whole school to come together and talk about a school-wide focus. During Launch, the school may also promote a particular successful student habit, teach a new school management system, discuss progress toward achievement goals, and foster school culture and pride. The whole school, including the staff, may also learn a song or a dance together or celebrate a particular student or classroom's recent accomplishment.

### OFFICE HOURS

Our front office staff is excited to offer assistance to our community. We encourage families to call or email our team with all requests and concerns.

TBD- School Specific

Please allow 3 business days for all requests.

### ATTENDANCE AND TRUANCY

Rocketship deeply values the presence and participation of all students within our school community. If a student regularly misses school or is late, they will miss out on meaningful learning experiences and can fall behind. Rocketship makes every effort to partner with families to ensure that students are on time and present every school day.

#### Definitions

- *"Late"*: Students shall be classified as late if the student arrives after the start of the school day, but within 29 minutes of the start time.
- *"Tardy"*: Students shall be classified as tardy if the student arrives more than 30 minutes after the start of the school day.
- *"Unexcused Absence"*: A student shall have an unexcused absence if the student is absent or is tardy for more than thirty (30) minutes without a valid excuse.

- **“Truant”**: A student shall be classified as a truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Executive Director or designee.
- **“Habitual Truant”**: A student shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.
- **“Chronic Truant”**: A student shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.

### Excused and Unexcused Absences and Tardies

All students are expected to be on time and present in school every day.

#### Excused Absences

Proper notification and/or documentation is required for a student’s absence, tardiness, or early dismissal from school to be marked as excused on the student’s attendance record. Such notification must be submitted within **24 hours** of the student’s absence. If Rocketship does not receive verification within this window, the student’s absence will be considered unexcused and cannot be changed. The charts below explain the type of notification and/or documentation required to excuse absences.

Reason for Absence	Documentation] Needed	Other Notes
Personal Illness, including an absence for the benefit of the pupil’s mental or behavioral health	Written notice from parent/guardian (less than three consecutive days).	If a student is out sick for more than two consecutive days, a <b>doctor’s note is required beginning on the third day and beyond.</b>
Health-related appointments/treatments (i.e.	Signed note from physician’s office	

medical, dental, optometrical, chiropractic).		
Attending funeral services or grieving the death of either an immediate family member or close association.	Written notice from parent/guardian.	Absence may not be more than five days.  "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil
A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.		
In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience.	Written note from parent/guardian	For a maximum of up to five (5) days per school year

<p>A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.</p>		
<p>In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience.</p>	<p>Written note from parent/guardian</p>	<p>For a maximum of up to five (5) days per school year</p>
<p>For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:</p> <ul style="list-style-type: none"> <li>○ To access services from a victim services organization or agency.</li> <li>○ To access grief support services.</li> <li>● To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or</li> </ul>	<p>Written notice from parent/guardian.</p>	<p>Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator.</p> <p>“Immediate family” means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.</p>

<p>a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.</p>		
<p>Head lice.</p>	<p>Written documentation of head lice.</p>	<p>Return to school subject to note and inspection under Rocketship's Head Lice Policy.</p>
<p>Exclusion due to quarantine under the direction of a county or city health officer.</p>	<p>As directed by the local health department.</p>	
<p>To permit the student to spend time with an Immediate family member serving in the armed forces.</p>	<p>Written notice from parent/guardian. For longer absences, additional documentation may be required.</p>	<p>The family member must be an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from, deployment. The length of absence shall be determined at the discretion of the Principal.</p>
<p>Lawful suspension.</p>	<p>Documentation of suspension pursuant to</p>	

	Rocketship Suspension & Expulsion Policy.	
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A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

Note that under certain exceptional circumstances, independent studies may be available for students who are not able to physically be present in the classroom for a period of time during the academic year. An independent study is an alternative education program designed to teach the knowledge and skills of the core curriculum. Families wishing to enter into an independent study arrangement must first complete all required documentation and be approved by the school Principal. If you are interested in pursuing an Independent Study at any time during the school year, please contact the school Principal to obtain more information about the requirements.

#### Unexcused Absences

Some kinds of absences may not be considered excused, even with proper documentation. These include, but are not limited to, the following: non-documented appointments, sick days with no parent notification of the school, oversleeping, car problems, cutting classes, errands, babysitting, and vacationing outside of scheduled school breaks. The Principal, in consultation with their supervisor, when necessary, has the discretion to determine whether an absence should be excused or unexcused.

#### Notifying Parents of Unexcused Absences

Rocketship will make reasonable and diligent attempts to make personal contact with a student's parent/guardian on the same day and each time a student has an unexcused absence, with daily follow-ups as necessary.

#### **Leaving School During the Day**

We expect that parents/guardians will make every effort to schedule appointments after school. However, if an appointment during the school day is unavoidable, the student must bring a signed note from their parent/guardian at the beginning of the day that includes the reason for the partial absence, the time of departure from school, and the estimated time of the student's return to school. If the student has a doctor's appointment, the student must bring a note from the doctor upon return. Whenever possible, students are expected to return to school after the appointment.

Early departures for reasons that do not directly involve the student (i.e., appointment for another family member) are generally not excused but may be excused at the discretion of the Principal.



Students who become ill at school must check in at the office and remain at school until the child's parent/guardian arrives or gives permission for the student to leave campus in accordance with Rocketship's Student Release Policy. Under no circumstances may a student go home without the permission of a parent or guardian.

To support safe and efficient operations at the school, families are asked to participate in the regular dismissal process. Absent an immediate emergency, students will not be released within 10 minutes of the school's regularly-scheduled dismissal time.

**Vacations**

Rocketship builds vacations into its school calendar. Family vacations should be planned around these dates. Students who take additional vacation time are not assured make-up work or credit.

**Recurrent Late Arrivals**

Recurrent late arrivals may subject families to interventions. After a student accumulates five late arrivals (excused or unexcused), the family will be asked to participate in an Attendance Expectations Meeting at the school. After a student accumulates ten late arrivals (excused or unexcused), the family will be asked to attend a meeting with a School Leader and to sign an attendance contract. The Principal has the discretion to waive the intervention requirement in rare cases, depending on the circumstances. If a parent/legal guardian does not show up or refuses to attend an attendance meeting when ample time has been provided, an intervention plan may still be enacted. A copy of the contract will be sent or delivered to the student's home on file.

**Truancy Procedures**

<p><b><u>Stage 1</u></b>          Student meets Truant classification. Stage 1 is for three (3) unexcused absences and/or unexcused tardies over 30 minutes.</p>	<p>After a student has accumulated three (3) or more unexcused absences and/or tardies over 30 minutes, Rocketship will notify the student's parent/guardian of the student's "truant" status and the parent/guardian will be sent the <b>First Notification of Truancy</b>. Written communication of the <i>First Notification of Truancy</i> may be sent through mail and/or electronic mail. Failure to compel the student's attendance at school could result in the parent/guardian being found guilty of an infraction under California law.</p>
<p><b><u>Stage 2</u></b>          Student has accumulated a total of six (6) unexcused absences and/or</p>	<p>After a student has accumulated six (6) or more unexcused absences and/or tardies over 30 minutes, Rocketship will notify the student's parent/guardian of the student's "habitual truant" status and the parent/guardian will be sent the <b>Second Notification of Truancy or Excessive Absences</b>. Written communication of the</p>

<p>unexcused tardies over 30 minutes.</p>	<p><i>Second Notification of Truancy or Excessive Absences</i> communication may be sent through mail and/or electronic mail.</p> <p>The parent/guardian must also appear at an attendance meeting with School Leadership that may include the Principal, the Office Manager, and/or other members of campus leadership.</p> <p>Rocketship will provide at least one (1) week's notice of the scheduled meeting date.</p>
<p><b><u>Stage 3</u></b> Student has accumulated a total of nine (9) unexcused absences and/or unexcused tardies over 30 minutes.</p>	<p>After a student has accumulated nine (9) or more unexcused absences and/or tardies over 30 minutes, Rocketship will notify the student's parent/guardian of the student's "habitual truant" status and the parent/guardian will be sent the <b><i>Third Notification of Truancy or Excessive Absences</i></b>. Written communication of the Third Notification of Truancy or Excessive Absences may be sent through mail and/or electronic mail.</p> <p>The parent/guardian is required to appear and participate at an attendance meeting with School Leadership that may include: the Principal, Office Manager, and/or other members of campus leadership and their student's teachers to develop an <b><i>Attendance Intervention Plan</i></b>. Rocketship will provide at least one (1) week's notice of the scheduled meeting date.</p> <p>Failure to appear at the attendance meeting, and/or failure to improve attendance and/or uphold commitments of the <b><i>Attendance Intervention Plan</i></b> may result in a referral for further action.</p>
<p><b><u>Stage 4</u></b> Student has accumulated a total of twelve (12) unexcused absences and/or unexcused tardies over 30 minutes.</p>	<p>After a student has accumulated twelve (12) or more unexcused absences and/or tardies over 30 minutes, Rocketship will notify the student's parent/guardian of the student's "chronic truant" status and the parent/guardian will be sent <b><i>Notification of Student Attendance Review Team (SART) I Conference</i></b>. Written communication of the <i>Notification of SART I Conference</i> may be sent through mail and/or electronic mail.</p> <p>The parent/guardian is required to attend a <b><i>Student Attendance Review Team (SART) Meeting</i></b>. A <i>School Attendance Review Team (SART)</i> is a school-based team composed of School Leader(s), Teacher(s), CareCorps Coordinator(s), Wellness Team member(s), and ISE/Special Education Specialist(s) (as applicable) dedicated to addressing and supporting families experiencing escalated attendance issues.</p> <p>The existing attendance/intervention plan will be revisited and may be modified as needed. Parent/guardian and SART Team Members will also sign an <b><i>Intervention/Attendance Contract</i></b>.</p>

	<p>Rocketship will provide at least one (1) week’s notice of scheduled meeting date.</p> <p>Failure to appear and/or failure to improve attendance and/or uphold commitments of the <b>Intervention/Attendance Contract</b> will result in a referral for further action.</p>
<p><b><u>Stage 5</u></b>  Student has accumulated a total of fifteen (15) unexcused absences and/or unexcused tardies over 30 minutes.</p>	<p>After a student has accumulated fifteen (15) unexcused absences and/or tardies over 30 minutes, Rocketship will notify the student’s parent/guardian of the student’s “chronic truant” status and the parent/guardian will be sent the <b>Notification of SART II Conference</b>. Written communication of the <i>Notification of SART II Conference</i> may be sent through mail and/or electronic mail.</p> <p>The parent/guardian is required to attend a Second SART Meeting and must attend a Mandatory School Attendance Workshop. Rocketship will provide at least one (1) week's notice of any scheduled meeting date and/or workshop.</p> <p>The existing <i>Intervention/Attendance Contract</i> will be revisited and may be modified as the SART Team deems appropriate in its sole discretion. Parent/guardian and SART members will sign a <b>Revised Intervention/Attendance Contract</b>.</p> <p>Failure to appear and/or failure to improve attendance and/or uphold commitments of the <b>Revised Intervention/Attendance Contract</b> will result in a referral for further action.</p>
<p><b><u>Stage 6</u></b>  Student has accumulated a total of sixteen (16) <u>or more</u> unexcused absences and/or unexcused tardies over 30 minutes.</p>	<p>After a student has accumulated sixteen (16) <u>or more</u> unexcused absences and/or tardies over 30 minutes, Rocketship will notify the student’s parent/guardian of the student’s “chronic truant” status and the parent/guardian will receive the <b>Notification to Appear Before the Regional Attendance Review Board (RARB)</b>. Written communication of the <i>Notification to Appear Before the RARB</i> may be sent through mail and/or electronic mail.</p> <p>The Regional Attendance Review Board (RARB) serves as the final Rocketship review board. The RARB is charged with reviewing student’s truancy matters in the final internal escalation phase. The RARB may include the following School Leaders: Associate Director of School Supports, Associate Director of CareCorps, Director of Schools, and may include a CareCorps Manager and/or other members of Regional or National Leadership. External governmental agencies (e.g., the District Attorney’s Office, etc.) may be invited to this meeting at the sole discretion of the RARB. The focus of the RARB process is to ensure the family is clear on expectations and consequences of not meeting attendance expectations and commitments. For example, risk of retention,</p>

	<p>escalation to external governmental agencies, involuntary removal, etc.</p> <p>The parent/guardian is required to attend an <b>Attendance Review Hearing</b>. The previous stages, interventions, and contracts will be reviewed. The existing <b>Revised Intervention/Attendance Contract</b> may be modified as needed. Parent/guardian and RARB members will sign the <b>Final Intervention/Attendance Contract</b>. Rocketship will provide at least one (1) week’s notice of scheduled meeting date.</p> <p>Failure to appear or failure to improve attendance or uphold commitments of the <b>Final Intervention/Attendance Contract</b> will result in further consequences such as risk of retention, involuntary removal, or other administrative actions.</p>
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If a student accumulates 15 or more consecutive unexcused absences without notifying the school of the reason for the absence, and Rocketship is unable to get in touch with the student’s parent/guardian after reasonable and good faith efforts, Rocketship will drop the student from the school’s roster and their space will be given to a student on the waitlist. For extended absences, Independent Studies may be available and arranged by the principal in accordance with Rocketship’s Independent Study Policy and procedures.

**Process for Students Who Are Not in Attendance at the Beginning of the School Year**

If a student fails to show up to school during the entire first week of the instructional school year, and the family does not notify Rocketship in advance, the student may forfeit their seat at the school and be placed on the waitlist. Forfeiture under this policy is not construed as involuntary removal by Rocketship.

Any documentation received by Rocketship regarding a student’s enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a **voluntary** disenrollment and shall not trigger the Involuntary Removal Process below.

For all communications set forth in this process, Rocketship will use the contact information provided by the parent/guardian in the registration packet. It is the parent’s or guardian’s responsibility to update Rocketship with any new contact information.

**Involuntary Removal Process**

No student shall be involuntarily removed by Rocketship for any reason unless the parent or guardian of the student has been provided written notice of Rocketship’s intent to remove the student (“Involuntary Removal Notice”). The Involuntary Removal Notice must be provided to the parent or guardian no less than five (5) schooldays before the effective date of the proposed disenrollment date.

The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include:

1. The charges against the student
2. An explanation of the student's basic rights including the right to request a hearing before the effective date of the action
3. The CDE Enrollment Complaint Notice and Form

The hearing shall be consistent with Rocketship's expulsion procedures. If the student's parent, guardian, or educational rights holder 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 suspensions or expulsions pursuant to Rocketship's suspension and expulsion policy.

Upon a parent's or guardian's request for a hearing, Rocketship will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of Rocketship's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing, the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) calendar days.

A hearing decision not to disenroll the student does not prevent Rocketship from making a similar recommendation in the future should student truancy continue or reoccur.

#### **Referral to Appropriate Agencies or County District Attorney**

It is the Rocketship's intent to identify and remove all barriers to the student's success, and Rocketship will explore every possible option to address student attendance issues with the family. For any unexcused absence, Rocketship may refer the family to appropriate school-based and/or social service agencies.

If a student's attendance does not improve after a SART contract has been developed according to the procedures above, or if the parents/guardians fail to attend a required SART meeting, Rocketship shall notify the County District Attorney's office, which then may refer the matter for prosecution through the court system. Students twelve (12) years of age and older may be referred to the juvenile court for adjudication.

**Non-Discrimination**

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

**COMMUNICATION**

This year, all Rocketship schools will be using two communication systems called School Messenger and Parent Square to send messages to families. These messages may include information about upcoming school events, emergency notifications, attendance issues, or other things that the school feels are important for families to be aware of. The messages will be sent via text message, email, or phone calls using the contact information that you provide upon registration. Please contact your child's school if you wish to opt out of receiving such communications.

**SCHOOL CANCELLATION, LATE START, AND EARLY DISMISSAL**

On rare occasions, Rocketship may decide to alter the regular schedule of the school day by closing school for a day, starting the school day late, or releasing students early at one or several campuses due to snow, rain, severe weather, natural disasters, or other emergency conditions. Rocketship recognizes that closing school or shortening the instructional day is disruptive for students, staff, and families and will only make this decision when it is necessary for the safety of our school community. Whenever possible, Rocketship will provide families and staff with advance notice of the decision or possible decision to shorten the instructional day or close school.

**CAMPUS OPERATIONS AND SECURITY**

**ARRIVAL AND DISMISSAL PROCEDURES**

**Transportation**

All parents/guardians are responsible for securing the transportation of their child to and from school. In addition, parents must provide contact information for any person authorized to pick up their student.

## Drop-Off

**TBD- School Specific**

## Pick-Up

**TBD- School Specific**

### Reminders to Parents/Guardians for Arrival and Dismissal

- Please remember to treat all other Rocketship families, students, and staff members with courtesy and respect at all times. Do not take any actions that may endanger the health or safety of anyone on campus. Disruptive, disrespectful and/or unsafe behavior during arrival and dismissal may result in parents/guardians losing privileges to be on the school campus.
- Do not conference with teachers or school leaders during arrival and dismissal time; make an appointment instead.
- Do not let your child out on the sidewalk outside or near our campus. YOU MUST enter our campus and let your child out in the designated drop-off zone.
- With very limited exceptions, animals are not allowed on campus during drop-off or pick-up. If you have an animal in your car, it must remain completely inside the vehicle at all times while on campus.
- Students may only exit cars on the passengers' side.
- Display your PikMyKid dismissal card when picking up your child.
- Please remember to leave adequate space between cars to avoid collisions.
- DO NOT block driveways while waiting to enter the roundabout.
- If you need to park your vehicle, please only park in designated Rocketship Parking or in legally permissible public parking spots. Avoid parking in or obstructing any private residential or commercial properties.
- Please DO NOT talk or text on your phone during this time. We need to be able to communicate with you for the safety of the children.

## STUDENT RELEASE

Rocketship will make every effort to ensure that student dismissal proceeds in a safe manner when students leave school each day. At the beginning of the year, parents/guardians must:

- Ensure that they have accurately filled out their enrollment and registration forms entering all required information to PowerSchool regarding the adults who are parents, guardians, and who are authorized to pick up their students.
- Complete a PikMyKid Dismissal Card that they must display.
- Present a government ID when picking up their child.

- Complete an Emergency Contact Card that includes the names of individuals to be contacted in case of an emergency if attempts to contact the parent/guardian fail.

If a parent/guardian or other authorized individual forgets to bring PikMyKid Card to dismissal, they will need to check-in with the front office and get a new card or a temporary pass.

### **PikMyKid Dismissal Cards**

At the beginning of the school year, parents/guardians are given a PikMyKid Dismissal Card with the student's dismissal number. During dismissal, the child's parent/guardian (or other authorized individual) must present this card to school staff along with a current government ID to pick up the child. If you lose your PikMyKid Card, authorized individuals will be required to know the student's dismissal number and show ID in the front office to obtain a temporary pickup pass.

### **Emergency Contact Cards**

At the beginning of the school year, parents/guardians shall complete and submit an Emergency Contact Card to be kept on file at the school. Parents/guardians will be asked to include the names of individuals to be contacted in case of an emergency if attempts to contact the parent/guardian fail. Any person listed as an Emergency Contact also will be considered to be authorized by the child's parent/guardian to regularly pick them up from school unless the parent/guardian indicates otherwise. At any time during the year, parents/guardians may request to update the Emergency Contact Card. Upon updating the Emergency Contact Card, all previous versions become void.

### **Authorizing Individuals to Pick Up a Child**

Parents/guardians may authorize Rocketship to release their child to other people by completing the Authorization to Pick Up section of the Emergency Contact Card.

Parents/guardians are asked to include the name, phone number and relationship to the child for each person they wish to allow their child to be released to. This section of the Authorization to Pick Up may be updated by the parent/guardian at any time by visiting the school front office. Rocketship staff may ask the authorized individuals for identification when they pick the child up from school.

Rocketship's general policy prohibits releasing students to minors. The only exception is that parents/guardians may authorize Rocketship to release their child to a relative who is a minor (between the ages of 14-18 years old) by completing the Authorization to Pick Up form and a Release to Minor waiver form. A duplicate Dismissal Card with printed authorization for the release to the minor relative must be printed for the minor relative, and the minor relative must bring this authorization each day they will pick up the Rocketeer. Proper identification will also be required.

Rocketship recognizes that there will be situations in which a person not listed on the Emergency Contact Card will need to pick the student up from school. In these rare instances, the parent/guardian should call



the school to inform school staff that they authorize school staff to release the student to another person that day. If a person that is not listed on the Emergency Contact Card form comes to pick the student up and the school has not already been contacted by the parent/guardian, the school will need to speak to the parent/guardian by phone prior to releasing the student. In addition, whenever feasible, parents/guardians should provide the authorized person with a signed note indicating their desire to have the person pick the child up on the day in question.

### **Emergency Dismissal**

In case of an emergency dismissal, parents/guardians must wait for instructions from school leaders before coming to campus to pick up their child. School leaders will provide parents/guardians with updated information on the dismissal process using the automated calling system. Parents/guardians should expect that the dismissal location and procedures could be different than on a regular day. Parents/guardians should be prepared to present photo identification when picking up a child after an emergency on campus.

### **Protection of Students**

Rocketship is responsible for protecting the health and safety of Rocketship students while the students are on Rocketship premises. If Rocketship has any reason to suspect that the health or safety of any Rocketship student would be endangered by releasing the student to an individual who is not a parent or guardian, even if that individual is authorized to pick up the student, Rocketship has the right to hold the student on campus and contact the parent/guardian or other valid emergency contact.

## **LATE PICK-UP**

Rocketship's goal is to dismiss our students safely, efficiently, and responsibly. We understand that occasional family emergencies may cause a child to be picked up late from school, but consistently failing to pick up students on time places undue burden on school staff, is costly to the school, and disruptive to our students' daily routines.

### **Notifying the School**

Parents/guardians are expected to make arrangements for their children to be picked up during their designated dismissal time every day. That said, we do understand that there may be unpredictable situations that could cause a parent/guardian to pick up a student late on a given day (i.e., car problems, traffic, issue at work). In these cases, we ask that a child's parent/guardian contact the school by phone to let the staff know that their child will be picked up late that day. The parent/guardian will still be required to complete a Late Pick-Up Incident Report when they come to pick up their child.

### **Late Pick-up**

If a student is left on campus after dismissal ends and the parent has not notified the school, school staff will attempt to call the student's parent/guardian. If the school cannot reach the parent/guardian they

may also contact individuals listed on the student’s Emergency Contact Card.

A parent/guardian (or otherwise authorized individual) who comes to pick up a student after the end of dismissal, will need to complete a Late Pick-Up Incident Report before leaving campus. These reports will be kept on file at the school as a record of why the student was picked up late on that day.

**Extremely Late Pick-up**

If a student is still on campus more than an hour after the end of dismissal and staff members have not been able to contact the student’s parent/guardian, Rocketship staff will contact, if they have not done so already, the individuals on the student’s emergency contact card. If the staff are unable to make contact with the parent/guardian or individuals on the emergency contact card, the Principal or designee may contact the local authorities (i.e. police or local child protective service agencies). The Principal or designee may release the child to an authorized individual from the local Child Protective Service Agency or the police department.

**Recurring, Frequent, and Chronic Late Pick-Up**

If a child is frequently picked up late, school staff will request a meeting with the parent/guardian to determine the cause and implement supportive interventions.

Rocketship will follow a tiered series of interventions for families who persistently pick up their child/children late, as described below:

<p><b>Late Pick-Up</b> (each occurrence)</p>	<p>The parent/guardian (or otherwise authorized individual) who picks up the child must complete a Late Pick-Up Incident Report before leaving campus</p>
<p><b>Recurring Late Pick-Up</b> (three occurrences)</p>	<p>Parent/guardian must attend a meeting with a School Leader to review Late Pick-Up Incident Reports and create a verbal agreement and plan to prevent late pick-ups in the future. The School Leader may refer the family to local counseling or truancy resources.</p>
<p><b>Frequent Late Pick-Up</b> (six occurrences)</p>	<p>A letter will be sent home to the student’s parent/guardian specifying the date, time, and location of a meeting with a school leader. The parent/guardian must attend a meeting with a School Leader and sign an agreement to pick up their child on time.</p>

<b>Chronic Late Pick-Up</b> (more than six occurrences)	Parent/guardian may become subject to an intervention workshop with school staff, including at least the Principal, Business Operations Manager, and Office Manager. In certain circumstances, Rocketship may also contact Child Protective Services, at the discretion of the Principal.
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The above referenced tiered series of interventions does not replace or delay any required reporting to the local child protective service agencies. In certain circumstances, Rocketship may also contact local child protective service agencies, at the discretion of the Principal or designee.

## 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. “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.

Rocketship prohibits the following items in school buildings, on school grounds or buses, or at off campus school-related or school sponsored activities, except for use by law enforcement and authorized personnel. This is not an all-inclusive list and Rocketship reserves the right to prohibit any items staff deems unsafe or otherwise inappropriate.

- Weapons, including but not limited to:
  - Firearms
  - Imitation firearms
  - Knives
  - Razor blades
  - Taser/Stun guns
  - Mace or Bear Spray
- Tobacco/Alcohol
- Illegal Drugs
- Fireworks or explosives
- Other items that may be determined dangerous by school staff

### **Campus Access Points and Visitor Registration Procedures**

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. All doors leading into school buildings should remain closed and locked at all times and only opened by authorized staff members.

All visitors must use the main entrance to enter and exit the school building, except in cases of fire or emergency. Every visitor must adhere to the following visitor registration process.

Before being granted access to the school building, all visitors must report to the security desk and will 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.

### **Visitation – General Guidelines**

- All visitors (including Rocketship 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, they will be denied entry and referred to school administrators. This will not prohibit an individual from picking up a student if that individual is listed as an allowed pick-up person.
- 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, 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 their badge, they 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 they reenter

the school without following the posted requirements, law enforcement may be notified and they may be guilty of a misdemeanor.

### **Arranging for a Campus Visit**

All visits during school hours should be arranged with the teacher and Principal or designee in advance.

Rocketship welcomes family partners in our schools. Parents/guardians are welcome to participate in school sponsored activities by invitation. In addition, parents/guardians may meet with their student's teacher/other school staff and attend meetings related to their student(s) by appointment during non-instructional time. Rocketship reserves the right to limit classroom visits by parents/guardians to maintain the integrity of the instructional environment and support the developmental needs of all students.

Parent/Guardian requests for classroom observations should be arranged in advance and are approved at the Principal or designee's discretion. Observations for the purpose of special education or related services will be arranged in accordance with the policies in the Student Support and Special Education section of this handbook.

### **Visitor Conduct**

All visitors, regardless of their reason for being on campus, are expected to act in accordance with all Rocketship rules, policies, standards of conduct, and norms while on the school premises. During school visits, Rocketship expects all parents/guardians and other visitors to exclusively engage in activities directly related to the purpose of their visit. If a visitor is disruptive or displays threatening or inappropriate behavior towards any person when on the Rocketship campus, the school Principal or designee, at their discretion may:

- Request the visitor leave campus,
- Withdraw consent for the visitor to be on campus, and/or
- Call the local police department.

Examples of disruptive, threatening or inappropriate behavior can include, but are not limited to:

- Disturbing the school environment or operations in all spaces on the school campus.
- Compromising or threatening to compromise the health, safety, security, or welfare of students and/or staff.
- Using intimidation, profanity, or expressing threats towards staff, students or other members of the school community.
- Carrying a weapon on campus, even if licensed or authorized to carry.
- Inappropriately engaging with a student who is not their own child.
- Recording (i.e., video, audio, AI enabled notetaking of any sort) or photographing students, staff and school community members without their prior knowledge or consent.

- Refusing to comply with school policies.
- Failure to model and support Rocketship values and community norms

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.

### **Loitering**

Visitors, including parents/guardians and children who are not students at the school, are not permitted to loiter on school grounds, including in the parking lot and outside school buildings. This applies to children of staff members who attend a different school. The parking lot is only to be used for dropping off and picking up students, and for participating in official school business.

All visitors, including parents/guardians and students are expected to leave the campus once they've finished their business.

### **Refusal to Leave Campus**

Anyone who refuses to leave after being asked by the Principal or designee, or who enters the school campus (including the school building(s), sidewalks, parking lots, driveways, playgrounds, and courtyards) without proper authorization in accordance with the Visitor Registration Procedures, may become subject to the local criminal laws regarding trespass and unlawful entry.

Continued refusal to comply may lead to Rocketship withdrawing consent for the individual to be on campus. The Principal or designee may seek the assistance of the police in enforcing a request to leave any Rocketship campus or in pursuing any additional legal action.

### **Withdrawing Consent for Individuals to be on Campus**

Rocketship recognizes that situations could arise where it may become necessary to deny an individual access to a Rocketship campus. In such circumstances, the school Principal, or their supervisor(s) may issue an Ouster Notice. Ouster Notices will comply with any relevant state law requirements, but at a minimum will include:

- The name of the restricted individual.
- The school campus(es) from which the individual is restricted.
- The reasons for which the individual is being restricted.
- Date on which the restriction is removed.
- The name of the school Principal/designee issuing the notice/letter.

Throughout the entirety of an Ouster period it is the responsibility of the restricted individual to follow the terms of the issued Ouster Notice. Rocketship reserves the right to seek legal enforcement of an Ouster Notice.

It is the responsibility of the Principal, Business Operations Manager, Office Manager, and school security to:

- Enforce photo identification verification 100% of the time to ensure no restricted 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.
- Contact the local police department in the event that an individual becomes confrontational or refuses to comply with school policies and protocols.

## **ELECTRONIC SURVEILLANCE**

Electronic surveillance may be used at Rocketship campuses where deemed necessary by Rocketship administration. The use of electronic surveillance at our schools is solely for the purposes of controlling theft, ensuring the safety of Rocketship students and staff, and facilitating the identification of individuals who behave in a disruptive manner or commit a crime. Rocketship will abide by applicable laws regarding electronic recording. Electronic surveillance records are the property of Rocketship, and are not considered a student record. Rocketship's electronic surveillance records will not be provided to parents, guardians, or any other third-parties with the exception of law enforcement during an active emergency or critical situation, or in response to a valid subpoena or warrant.

In California, the consent of both parties is required before a conversation is recorded in any area where an individual would have a reasonable expectation of privacy. Rocketship will abide by applicable laws regarding electronic recording.

Rocketship requests that other than during designated school events (such as school plays, graduation, and other events open to the Rocketship community) parents and other visitors to campus refrain from taking photographs and or making audio/video recording of students and staff without first obtaining written consent from the parent of the student. In the event that a parent or campus visitor does capture an image of a student, Rocketship requests that the individual refrain from posting any such image to a personal social media account. Such photography and audio recording are intrusive and may be in violation of state privacy laws.

## FAMILY CUSTODY

Rocketship will make best efforts to ensure compliance, on the part of school staff with legal custody arrangements.

For the purposes of this policy, Rocketship will adhere to the following definitions:

**Court Order.** An order issued by a court following a judicial proceeding to determine the custody rights of the parties or entered as part of a judicial proceeding related to the enforcement or adjudication of custody rights of the parties. A court order will typically state the legal and/or physical custodial rights that the court has granted to each parent.

**Joint physical custody.** Means that each of the parents shall have significant periods of physical custody. Joint physical custody shall be shared by the parents in such a way so as to assure a child of frequent and continuing contact with both parents.

**Sole physical custody.** Means that a child shall reside with and be under the supervision of one parent, subject to the power of the court to order visitation.

**Joint legal custody.** Means that both parents shall share the right and the responsibility to make the decisions relating to the health, education, and welfare of a child.

**Sole legal custody.** Means that one parent shall have the right and the responsibility to make the decisions relating to the health, education, and welfare of a child.

**Noncustodial parent.** Is a parent who does not have physical custody (joint nor sole) of the child, pursuant to a court order.

**Educational rights holder.** Means any one of the following:

- Natural (i.e. biological) Parent
- Legal Guardian
- Foster Parent
- Other court-appointed adult
- Any adult to whom educational rights are assigned via a signed, dated, and notarized assignment by an educational rights-holder (not court-appointed)

### Custody Records

Rocketship seeks to maintain accurate and updated custody records for all students. ***It is the responsibility of the parent/guardian of a student to provide the Rocketship Office Manager with accurate and current court***



***order and/or legally binding agreements involving the custody rights of their children.*** Updated Court Orders must be provided to the Office Manager as soon as possible. All documentation provided to the school will be kept confidential and will only be accessed by members of the staff when necessary.

In the absence of a valid, signed and dated court order indicating otherwise, Rocketship will assume that separated or divorced natural (i.e. biological) parents of a child have joint legal and physical custody of their child.

Step-parents, foster parents, guardians, court appointed caregivers, and non-court appointed advocates or caregivers who are not a natural parent must provide proof of legal guardianship, court order, or legally enforceable evidence of their rights before they can be permitted to make educationally-based decisions for a student.

Pursuant to Education Code Section 482024, Rocketship will accept a notarized Caregivers Authorization Affidavit for the limited purpose of allowing a relative or other qualified caregiver to 1) enroll a student in school and 2) make school-based medical decisions for the student, without the requirement of a guardianship or other custody order or proof that the caregiver is a legal educational rights-holder.

### **Student Release**

Any parent or guardian who has Physical Custody of a child or retains specific custody rights granted via a Court Order that extends to after-school hours, may pick the student up from school as well as authorize Rocketship to release the student to any other person; provided that, such arrangements are consistent with the terms of Rocketship policy and the Court Order.

Should the terms of a Court Order change during the course of the school year, it is the responsibility of the parents/guardians to provide the Office Manager with a copy of the most recent Court Order as soon as possible.

At any time, either parent/guardian that has Physical Custody has the ability to add individuals to the Authorization to Pick Up section of the Emergency Contact Card.

Rocketship will not deny a parent any of any of their parental rights without being provided a valid court order. If one parent does not wish to allow the other parent/guardian the right to remove the child from school or visit the child in school, Rocketship must be provided with a valid Court Order limiting the other parent's rights.

## Rights of Non-Custodial Parents

### Inspection of Records

All parents, regardless of custodial rights, have the right to inspect, though not make changes to, copies of their child's educational records, unless a Court Order specifically limits the parent's rights in this regard. Any inspection of records must be in accordance with Rocketship's FERPA Student Records policies as set forth in the Notification of Rights and Assurances.

### School Visitation

Parents without Physical Custody **may not** remove their children from class or visit them in school without the consent of the parent with the custodial rights or a Court Order. Rocketship does not facilitate court ordered visitation at school.

### **Rocketship's Neutrality in Custody Disputes**

It is the policy of Rocketship schools to remain impartial during custody disputes between family members of a Rocketship student. For this reason, Rocketship teachers, administrators, and school staff should refrain from taking any action which may be considered adverse to one parent or family member. These actions include, but are not limited to, writing letters of support for any adversarial proceeding, testifying in a custodial proceeding and serving any person with court documents.

Furthermore, Rocketship shall take steps to abide by court orders and/or legally binding agreements that are presented by parents/guardians. Rocketship shall not be responsible for, nor participate in, the monitoring or enforcement of any parental obligations or duties under a court order (i.e., sending a message to remind a parent of their designated pick-up days).

## STUDENT RECORDS

### **Viewing Student Records**

To view student records, parents/guardians must submit a written request to the school Principal/designee. The school will then schedule an appointment to provide the parent/guardian access to the records. Copies may be provided upon request.

### **Releasing Student Records to Third-Parties**

Third-parties are prohibited from accessing confidential student records absent current written consent from the student's parent/guardian, an applicable FERPA exception, or a valid court order. Signed consent from the student's parent/guardian must be dated within one year of the request to release student records.

For more information about federal and state laws regarding student privacy please see the Notification

of Rights under FERPA (Access to Student Records) which is included in the Policies, Notifications of Rights, and Assurances section of this handbook.

## VOLUNTEERS AND CHAPERONES

Rocketship welcomes family and community partners in our schools. We are always grateful for volunteers and chaperones who can spend time assisting and chaperoning school-sponsored activities. In order to maintain a safe environment for all students, staff and our community, and comply with local laws, Rocketship conducts background checks on volunteers and chaperons as described below.

Volunteers and/or chaperones are expected to follow the directions of Rocketship staff while volunteering. Volunteers and chaperones are expected to follow all Rocketship policies and to conduct themselves as role models for our Rocketeers (including but not limited to using appropriate language, dressing appropriately for a student audience, respecting student privacy rights). Volunteers and/or chaperones who are either disruptive or violate Rocketship policies and expectations will be excluded from volunteering or chaperoning in the future.

Volunteers and chaperones must also sign the Volunteer Code of Conduct.

### **Mandatory Criminal Background Checks**

All prospective volunteers and/or chaperones who may interact with students in an unsupervised capacity and/or who will serve on a regular and ongoing basis for more than ten hours per week must undergo a criminal background check. This includes individuals who plan to volunteer in classrooms on a regular basis and individuals who wish to chaperone a field trip. Any volunteer or chaperone that must undergo a criminal background check must do so through the Department of Justice and the use of LiveScan fingerprinting technology. The Department of Justice (DOJ) will provide automated updates to Rocketship on any volunteer applicant who is convicted of a crime after the initial scan. Prospective volunteers will not be allowed to begin volunteering until the results of the criminal background check have been received by Rocketship and deemed to be satisfactory in accordance with this policy.

Individuals who will have only supervised contact with students are not required to undergo a full background check. For the purposes of this policy, “supervised” means under the direct supervision, at all times, of a Rocketship staff member.

### **Meghan’s Law Clearance**

In California, pursuant to EC § 35021, individuals who have been required to register as a sex offender are prohibited from serving as a school volunteer. Thus, Rocketship will run the names of all prospective volunteers and chaperones through a database for information about any past sex offenses. If the search returns no objectionable information, the volunteer or chaperone will be considered to have received Meghan’s Law clearance.

### **Disqualification of Prospective and Current Volunteers and/or Chaperones**

Rocketship will review the results of completed background checks and make a decision as to whether to qualify an individual to serve as a volunteer or chaperone.

Among other reasons, individuals will be disqualified from volunteering or chaperoning if they have been convicted of a violent or serious felony as defined in state law or have been required to register as a sex offender under state or federal law. Rocketship reserves the right to disqualify current and/or prospective volunteers and/or chaperone in its reasonable discretion.

If a volunteer or chaperone is convicted of a disqualifying offense after the criminal history record check is conducted, the individual must notify Rocketship within seven days of the conviction.

### **Tuberculosis Testing**

All Volunteers who volunteer in a Rocketship classroom for at least 10 hours each month will be required to complete a Tuberculosis Symptom Screening Questionnaire. The results of the questionnaire will be examined by a healthcare professional and individuals with a positive symptom screen will be referred for further evaluation prior to returning to volunteer in such a role. Only volunteers with a negative symptom screen will be cleared to continue to volunteer in a Rocketship classroom for over ten hours a month. Volunteers who are not required to complete the Symptom Screening Questionnaire or who fail to complete the Symptom Screening Questionnaire are restricted to 9 or fewer classroom hours per month or an unlimited number of hours outside the classroom. All Rocketship procedures will comply with the Tuberculosis Testing requirements promulgated by the local Public Health Department.

### **Minor Volunteer Requirements**

Minor Volunteers CAN ONLY serve in supervised roles that do not allow them to be alone with or supervise Rocketship students. Minor Volunteers cannot chaperone or attend field trips. The Principal at the school where the Minor Volunteer wishes to volunteer has total discretion to accept or reject a prospective Minor Volunteer. Minor Volunteers will need to complete the following requirements:

- A Volunteer Application signed by the Minor Volunteer and the Minor Volunteer's parent/guardian.
- A behavior contract (available from the Office Manager) signed by the Minor Volunteer, the Minor Volunteer's parent/guardian, and the school leader at the school where the Minor Volunteer will be volunteering.

## **FIELD TRIPS**

Field trips are off-campus excursions designed by Rocketship staff to supplement the curriculum and to provide enrichment experiences for students. We value these enrichment opportunities and strive to ensure that these experiences are safe, organized, and efficient from beginning to end.

## **Permission Slips**

A student must submit a field trip permission slip signed by their parent or guardian to participate in a field trip.

The Principal, Assistant Principal, or designee overseeing the field trip will review field trip permission slips in advance to confirm that they follow the appropriate official template and are signed by the child's parent/guardian. Verbal permission for field trip participation is not permitted.

Only Rocketship students who have submitted a valid field trip permission slip will be allowed to attend the field trip. Teachers must bring along all permission slips during the trip and keep the permission slips on file after the conclusion of the field trip.

Rocketship will provide alternative educational activities to those students who choose not to attend a specific field trip or excursion. Parents/guardians will have advance notice of any upcoming field trip or excursion and have the option to withdraw their permission for their child to attend that field trip or excursion.

## **Chaperones**

Chaperones must be approved in advance per the Rocketship's Volunteer and Chaperone Policy. Chaperones may not bring along other children (i.e., siblings of students attending the field trip) without advance permission from the Principal. Chaperones may not bring other family members, friends, or pets on field trips.

## **Transportation**

All Rocketship staff members (teachers and/or School Leaders) and parent chaperones are expected to be present with students on all transportation provided for a field trip unless they receive prior written approval from the school Principal to make an alternative transportation arrangement. If transportation is required for a field trip, Rocketship will provide this transportation. Should staff members and/or parents drive a vehicle in conjunction with a field trip, they will do so in accordance with Rocketship's Staff and Parent Driver Policy.

## **Dismissal from Field Trips**

After a field trip, students will be returned to the school site and will be dismissed according to regular dismissal procedures. All chaperones and students are expected to return to school and participate in dismissal. In exceptional cases, students may be dismissed from a field trip location with a parent/guardian chaperone, but this is subject to the discretion of the Principal or Assistant Principal supervising the field trip. If a student needs to be picked up early from a field trip due to illness or another exceptional circumstance, they may be dismissed from the field trip site provided that the staff supervisors get in contact with the students' parent/guardian and the parent/guardian picks the student up or designates an authorized individual over the age of 18 to do so. Any authorized individual must provide proper

identification prior to leaving with the student. The staff members supervising the field trip should contact the school's Office Manager to ensure that the child is appropriately signed out for the day.

### **Student Behavior**

Students are under the jurisdiction of Rocketship at all times during the field trip or excursion and all Rocketship expectations and policies continue to be enforced during field trips and excursions.

Students may be excluded from a field trip as a disciplinary measure in accordance with Rocketship's Student Discipline Policy.

### **Medication on Field Trips**

The Principal, Assistant Principal or designee will also review the roster for the field trip with appropriate school personnel to identify any students attending the trip who regularly take medication or require access to medication while on the field trip. The Principal, Assistant Principal or designee will ensure that a staff member attending the field trip brings along the student medication and is properly trained on how to assist in administering the medication and record the administration of that medication in accordance with Rocketship's Medication Administration policy.

### **Expenses of Field Trips and Excursions**

Rocketship may charge a fee for field trips and excursions pursuant Education Code section 35330. However, Rocketship will endeavor to keep the costs of any field trips affordable for all students' families. In no event will a student be prevented from participating in the field trip or excursion due to lack of sufficient funds. In accordance with Education Code section 35330(b), Rocketship will coordinate the efforts of community service groups to supply funds for students in need.

## **SCHOOL MEALS**

California has implemented Universal Meals which allows all our students to eat free breakfast and lunch daily. Additionally, Rocketship participates in Provision 2 which also allows all our students to eat free breakfast and lunch daily.

### **Breakfast**

Our school participates in universal breakfast, meaning that every student present at school will receive a meal. Studies have shown that students who eat breakfast have more energy, do better in school, and eat healthier throughout the day. Students are *not* required to eat the breakfast provided by the school.

### **Food Allergies and Dietary Restrictions**

Notify the school Business Operations Manager if your child has a known food allergy. It may be possible to accommodate your student's allergy in Rocketship lunch orders, but a doctor's note will be required.

Under California law, schools are required to stock emergency epinephrine to be used by trained personnel on anyone suffering or reasonably believed to be suffering from an anaphylactic reaction. For more information, please see the Rocketship Medication Administration Policy.

If your child has a religious or family household dietary restriction such as veganism or vegetarianism, please notify the school's Business Operations Manager. In some cases, it may be possible to accommodate a child's dietary restriction in Rocketship lunch orders.

Rocketship is committed to ensuring the safety of all of our students, staff, and families. Parents are encouraged to remind their students not to share food with others to prevent potential allergic reactions or dietary conflicts.

### **Food Brought From Home and Outside Food**

Rocketship partners with our local food vendor to provide our Rocketeers with healthy meals every day. Students are allowed to bring their own food from home for lunch or snack, but junk food is not allowed on campus. Rocketship does not have facilities to heat or cool food brought from home, so please plan accordingly. Additionally, Rocketship cannot receive and disseminate food delivered to students on campus by third-party delivery services.

### **Foods that are NOT ALLOWED (and may be confiscated):**

[TBD School Specific]

### **Foods that are encouraged:**

- Salads
- Carrots and celery sticks
- Apple slices and peanut butter
- Fresh fruits and vegetables
- Whole Grains
- Healthy snack packs

### **Birthday Parties/Celebrations**

We understand how important birthdays are for our students. We all want to celebrate and make our Rocketeers' birthdays feel special.

Here are a few rules in regards to celebrating birthdays:

- You must give **teachers and front office** AT LEAST 48 HOUR notice
- Celebrations have to be done during the last 15 minutes of the school day.

- No balloons, flowers, or stuffed animals are allowed to stay at school
- Any food brought to the school has to be **store bought**, not homemade.

## ACADEMICS

### CURRICULUM

Students will be exposed to a well-rounded curriculum that includes reading, writing, English language development, mathematics, science and technology, and social studies. Students will also take physical education and enrichment courses in areas such as art, music, theater, or gardening.

The Rocketship curriculum follows all required state performance standards for what students should know and be able to do at each grade level. This includes the Common Core State Standards for English/Language Arts, English Language Development, and Mathematics.

Teachers will use regular assessments to measure how well students are progressing toward mastery. Rocketship will administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress [“CAASPP”]). Notwithstanding any other provision of law, a parent’s or guardian’s written request to Rocketship officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

We use knowledge about student skills to shape whole class instruction, small group work, and small group tutoring. Using individual student data, instruction can be targeted to better meet individual student needs.

Teachers will give students and parents ongoing feedback about student performance. Teachers will often send work home for parents/guardians to sign, and teachers will contact parents/guardians if they see a significant slip in academic performance or a special skill that needs extra practice at school and home. Parents/guardians will also regularly receive progress reports and report cards. You should feel free to contact any of your child’s teachers regarding their progress at any time.

#### **California Healthy Kids Survey**

Rocketship will administer the California Healthy Kids Survey (“CHKS”) to students at grades five whose parent or guardian provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables Rocketship to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.



## **HOMEWORK**

Parents and students may expect homework most weekday evenings. Homework can be an important way for students to practice skills that are part of the curriculum, and also builds the habit of responsibility. Research has shown that students who consistently do their homework are more likely to be successful when they go to college. In order to set our students up for success, when assigned, homework will be checked for completion. If homework is found incomplete (this includes a missing part of a question, section, and/or parent signature), and does not have prior excusal, the student may be assigned tutoring and/ or homework help during morning arrival.

## **RETENTION, PROMOTION, AND ACCELERATION**

Rocketship's instructional model is organized so that each student's learning plan is individualized in order to account for individual differences and promote academic and social growth. Upon a student's enrollment at Rocketship, schools will typically not make decisions to allow a new Rocketship student to repeat or skip a grade. Schools are expected to enroll all students in the next consecutive grade level and then assess students objectively as needed. Rocketship believes that retention should only be used in rare and exceptional circumstances.

## **STATE TESTING**

Rocketship shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ["CAASPP"].) Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

## **TEACHER QUALIFICATION INFORMATION**

As Rocketship receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), all parents/guardians of students attending Rocketship may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

- Whether the student's teacher:
  - Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
  - Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and

- Is teaching in the field of discipline of the certification of the teacher; and
- Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, Rocketship will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Executive Director to obtain this information.

## STUDENT SUPPORT AND SPECIAL EDUCATION

### SPECIAL EDUCATION AND CHILD FIND ACTIVITIES

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. Rocketship provides a free, appropriate public education to students with disabilities according to state and federal mandates. Rocketship provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEA”), Education Code requirements, SELPA policies and procedures, and applicable policies and procedures. Services are available for special education students enrolled at Rocketship. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. Rocketship collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, Rocketship is responsible for identifying, locating, and evaluating children enrolled at Rocketship with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth.

Rocketship has systems in place that assist the school in determining whether a student may have a disability. These include a specific “Child Find” form that is completed by parents upon enrollment in a Rocketship school. This also includes a Student Study Team (SST), or pre-referral, process in which school teams analyze data to identify students who are struggling academically, socially, or behaviorally and develop interventions to support the student. Rocketship has additional evidence-based interventions that are made available to students who require it; these include both differentiated instruction in the classroom and supplemental interventions in the learning lab and classroom. School teams monitor the progress of every child who receives intervention services in order to be able to identify any student who is not responding to interventions. Students who don’t respond adequately to pre-referral interventions are referred for a more intensive level of support, which may include a formal evaluation to determine if the student is eligible to receive special education services as a child with a disability.

Rocketship will not deny nor discourage any student from enrollment solely due to a disability. If you

believe your child may be eligible for special education services, please contact their classroom teacher, or a school leader at your school site.

## **STUDENT ACCOMMODATIONS AND SECTION 504**

Rocketship recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of Rocketship. Any student who has been identified with a disability which substantially limits a major life activity, is eligible for accommodations by Rocketship. The parent/guardian of any student suspected of needing or qualifying for accommodations under Section 504 may ask the school Principal to make a referral for an evaluation.

## **ENGLISH LEARNERS**

Rocketship is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. Rocketship will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Rocketship will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

## **STUDENT RECORD REQUESTS**

Third-parties are prohibited from accessing confidential student records absent current written consent from the student's parent/guardian, an applicable FERPA exception, or a valid court order. Signed consent from the student's parent/guardian must be dated within one year of the request to release student records.

If an educational advocate, attorney, social worker, guardian ad litem, or observer/evaluator wishes to review and/or copy student special education records, the school Principal/designee must first contact a member of Rocketship Education's legal team for guidance on whether or not to release educational records or other student data. For more information regarding student record requests, see the Notifications of Rights and Assurances.

## OUTSIDE PROVIDERS

Rocketship is responsible for providing all Rocketship students with disabilities a free and appropriate public education and are committed to providing all students a FAPE based upon their individual needs. Rocketship schools provide special education and related services through the use of qualified personnel either employed by or contracted by Rocketship.

At times families may choose to provide services outside of the school through a clinical model. At Rocketship we welcome collaboration with external providers in the forms of: observations, data collection, team partnership and collaboration such as team meetings with internal (RSED) and external providers so that all providers can discuss student support.

Any visits to campus by an outside provider must be in compliance with Rocketship's visitor policy and subject to reasonable limits therein. Rocketship does not allow external providers to provide direct services to students on campus during the school day/at any time which includes before/after school hours. This ensures the safety and confidentiality of all students as well as the supervision of quality services provided in alignment to the student's operative IEP.

## SCHOOL OBSERVATIONS

All visitors shall adhere to Rocketship Campus Access and Visitors Policy.

Parents/guardians, parent-appointed designees, and/or professional evaluators can conduct evaluations in school. Evaluators will be asked for a letter that indicates what assessment the evaluator is conducting and includes the parent/guardian's written consent to conduct the assessment of the student at school. Attorneys have no legal right to observe any class and will not be permitted to do so.

All observations/evaluations must be scheduled prior to the day of arrival at the school. Please make an appointment with the school Principal/designee and the ISE Team. All observers/evaluators must sign the Confidentiality Agreement and give it to the school Principal/designee and the ISE Team before the start of the observation/evaluation.

School staff may accompany an individual during a classroom observation/evaluation, at Rocketship Education's discretion. Observers/evaluators shall have no direct interaction with students, including the student who is the subject of the classroom observation/evaluation, and must refrain from engaging the attention of the teacher or other students. Not more than three individuals shall be allowed in a classroom during the observation/evaluation and shall be two hours or less. Any request for an extension beyond two hours must be made in advance and granted at Rocketship Education's discretion.

## BEHAVIORAL EXPECTATIONS AND DISCIPLINE

### ROCKETEER CODE OF CONDUCT

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.

The Rocketship Code of Conduct includes the following non-negotiable expectations for our Rocketeers:

- Adherence to the Rocketship Commitment to Excellence.
- Adherence to the Rocketship Five **Core Values**.
- Adherence to the **Rocketship Creed**.

TBD- School Specific

### COMMITMENT TO NON-DISCRIMINATION AND EQUAL OPPORTUNITY

#### 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. The lack of English language skills will not be a barrier to admission or participation in the Rocketship's programs or activities.

Rocketship does not discriminate against any student or employee. 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 who 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 discrimination or harassment and take appropriate corrective action, if warranted.

Rocketship prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

This Non-Discrimination Statement can also be found on the school's website.

### **Prohibited Harassment and Retaliation**

Harassment is a form of discrimination and Rocketship is committed to maintaining 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, creed, religion, national origin or ancestry, sex, age, personal appearance, familial status, family responsibilities, matriculation, political affiliation, genetic information, physical or mental 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 their safety or the safety of others or suffer substantial emotional distress.

Prohibited Sex-based Harassment is quid pro quo or hostile environment harassment that 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 towards 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.

Quid pro quo harassment exists when a school employee, agent or other person authorized by Rocketship explicitly or impliedly conditions the provision of aid, benefit, or service to a student on the student's participation in unwelcome sexual conduct.

A hostile environment exists if the unwelcome sex-based conduct is subjectively and objectively offensive and so severe or pervasive that it denies or limits the complainant's ability to participate in or benefit from the school's program or activity (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 or witnesses; or, 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 verbally or in writing and can be made in person, by telephone, by mail, by email or in writing, using the General Complaint Form available in every school's front office. A school employee who receives a report of discrimination that may be considered harassment, sex-based harassment, dating violence, stalking, or retaliation under Title IX, who has knowledge of, or who 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 discrimination, sex-based 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  
2001 Gateway Place, Ste. 230E  
San Jose, CA 95110  
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 complainant 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(s) 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(s) or respondent(s), 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 violations 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 is conducted promptly and impartially pursuant to related Title IX Complaint Procedures outlined under the Notification of Rights and Assurances section of this Handbook. The Title IX Policy and Grievance Procedures also may be found on Rocketship's website.



## 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:

- Placing a reasonable student or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
- Causing a reasonable student to experience substantial interference with their academic performance.
- 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's policy and procedures for addressing bullying complaints through either the general complaint procedures or the Title IX procedures (as appropriate) which are included in the Policies, Notifications of Rights, and Assurances section of this handbook.

## STUDENT DISCIPLINE - GENERAL OVERVIEW

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.

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.

## STUDENT DISCIPLINE - IN-SCHOOL DISCIPLINARY ACTIONS

Rocketship relies on proactive, preventive support 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.
- 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 a temporary individualized behavior plan for the student.
- Implementing counseling sessions with a designated staff member.
- Peer mediation.
- Requiring that the student complete a reflective essay or assignment.
- Community Restoration, including 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 used only when a student's behavior presents a clear, present, and imminent risk to the physical safety of the student or others.

As described above, severe infractions that threaten the safety or health of students, staff or others, may be cause for suspension or expulsion.

## STUDENT DISCIPLINE - SUSPENSIONS, AND EXPULSIONS

### Overview - Suspensions and Expulsions

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 discipline, suspension, or expulsion.

A student may be disciplined, suspended or expelled for prohibited misconduct if the offending act is on school grounds at any school-sponsored activity or supervised activity and off school grounds, and outside of school hours *if* in the school's sole discretion, such conduct creates a substantial disruption to the school environment and/or interferes with another student's ability to participate in the school program and/or benefit from the school's program while on school property and/or at any school-sponsored or supervised activity. This may include misconduct occurring outside of school hours such as activity on digital media, applications, online platforms, through telephone, cellular phone or text messages and other communication devices and methods.

### In-School Suspensions

In-school suspension ("ISS") is the temporary removal of a student from one or more of their classes for a period of time. While in ISS a student remains in school, is 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 their 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 assign a student to 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 with proper supervision.
- provided appropriate coursework or activities of academic value and allowed to complete that

work during their assignment to ISS.

- provided any required classroom supports and services to complete the coursework during their assignment to ISS.

Additionally, classroom teachers will:

- provide classwork commensurate to the work missed for a student assigned to ISS.
- record the student as present while assigned to ISS. There will be no attendance-related penalty for assignment to ISS.
- evaluate and give credit for work that is completed while assigned to ISS.

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 their designee may make contact through email.

### **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 applies and will guide the process.

#### Grounds for Suspension and Expulsion

Students **may** be suspended when it is determined the student:

- 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.
- 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.

- 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.
- 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.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- 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 their own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code § 11014.5.
- Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- 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.
- 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.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- 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.
- 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.

- 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 their own safety or for their 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 their immediate family.
- 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.
- 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.
- 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.
- 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 a student or school personnel.
  - "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:
    - 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 their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

- Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - Causing a reasonable student to experience substantial interference with their academic performance.
  - Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by Rocketship.
- “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:
    - A message, text, sound, video, or image.
    - A post on a social network Internet Web site including, but not limited to:
      - 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.
      - 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.
      - 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 fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
  - An act of cyber sexual bullying.
    - 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.
- 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.
- 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.

A student **must** be suspended and recommended for expulsion for any of the following acts when it is determined that the student:

- 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.
- Brandishing a knife at another person.
- Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
- 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.

#### 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.

#### **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 their 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 their version and evidence in their 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. A student's return to school from an issued suspension will not be contingent upon a parent/guardian's ability to attend a conference or meeting with school staff.

### Notice to Parents/Guardians

At the time of suspension 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.

### Rights During Suspension

In accordance with Education Code 47606.2 and 48913.5, Rocketship will do the following during a student suspension:

- Upon the request of a parent, a legal guardian or other person holding the right to make education decisions for a suspended student, Rocketship will provide the homework that the student would have been assigned during their suspension.
- If a homework assignment that is completed during suspension and turned in, that assignment will be included in the calculation of the student's overall grade.

### **Expulsion Procedures**

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. 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. 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, they will recuse him/herself from the proceedings.

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

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 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 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 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.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five days notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time they testify, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- 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.
- 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.
- 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.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours they are normally in school, if there is no good cause to take the testimony during other hours.
- 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.

- 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 their discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- 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.
- 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 their 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.
- 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 circumstances 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 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.

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 their testimony heard in a session closed to the public.

#### 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.

#### 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 their 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.

### 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.

### Post-Expulsion- Possibility for Readmission of Expelled Students

The decision to readmit a student who has been expelled from a Rocketship school shall be in the sole discretion of the Board.

## **Special Procedures for Suspension and Expulsion of Students with Disabilities**

### Services During Suspension

Students with disabilities pursuant to the Individuals with Disabilities Act ("IDEA") 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/504 Plan.

If the IEP Team determines that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability and:

- 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; and
- 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 and 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 or Section 504 Plan, 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

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 will 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:

- 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;
- 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 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 IDEA 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.

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. 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.

### **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.

### **Involuntary Removal**

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).

For the purposes of this policy, the term "parent/guardian" shall include a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an American Indian/ Native Alaskan's tribal social worker and, if applicable, county social worker.

## **LOST OR DAMAGED SCHOOL PROPERTY**

If a student willfully damages Rocketship's property or the personal property of a Rocketship employee, or fails to return a textbook, library book, computer/tablet or other Rocketship property that has been loaned to the student, the student's parents/guardians may be liable for all damages caused by the student's misconduct. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student's family due process, the school reserves the right to implement enforcement measures available to it under law.

## **STUDENT DRESS CODE**

Rocketship's dress code seeks to maximize learning, and minimize disruptions during the school day and foster school/community spirit. Rocketship wants to ensure all students are prepared each day to comfortably participate in and focus on all school activities. Accordingly, students are expected to wear the Rocketship uniform to school every day.

The Rocketship uniform consists of:

**TBD- School Specific**

Rocketship branded uniform shirts can be purchased from the school Office Manager. Families are not required to purchase this item as long as the student otherwise complies with the dress code by wearing **TBD- School Specific**.

The following clothing, accessories, or markings on clothing and/or skin are NOT permitted on any Rocketship campus.

- Any article of clothing, accessory, or markings on clothing that exhibits curse words, slurs, or hate speech.
- Clothing with logos, slogans, words, or pictures promoting or depicting alcohol, tobacco, drugs, vandalism, bigotry, violence, sexual connotations, or profanity. This includes clothing with phrases or pictures that have double meanings.
- Does not reasonably fit.
- Could be dangerous when playing, participating in physical education, or participating in school activities.
- Is headgear including hats, hoodies, and caps unless permitted for religious, medical or other reasons by school administration.

Rocketship reserves the right to determine what constitutes a violation of this dress code policy. Parent's will be called if appropriate clothing is not available or if the student refuses dress-code appropriate clothing. Rocketship may contact the student's parent/guardian to discuss the dress code violation.

Rocketship respects and protects students' religious, ethnic, and cultural expression. Students may wear any religiously, ethnically, or culturally specific head coverings or hairstyles, including but not limited to hijabs, yarmulkes, and head/hair wraps.

## PERSONAL BELONGINGS

Students are not allowed to have the following items at school:

TBD- School Specific

## STUDENT CELL PHONES AND PERSONAL DEVICES

Students may not use cell phones or other personal electronic devices during school. If a student does use a cell phone or device to school, it may be confiscated and returned to their parents/guardians. A student may only use a cell phone under the following circumstances:

- In the case of an emergency, or in response to a perceived threat of danger.
- When a Rocketship staff member grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.
- When a licensed physician determines that the possession or use of a private device is necessary for the health of the student.
- When the possession or use of a private device is required in a student's individualized education program ("IEP").

Students who use a phone without permission from a teacher will be subject to disciplinary procedures. Rocketship in no way assumes any responsibility for and will not replace any damaged, lost, or stolen cell phones or personal devices.

## HEALTH AND SAFETY

### MEDICATION ADMINISTRATION

Rocketship is committed to supporting the health of its students and meeting the needs of students with medical conditions, in compliance with state laws and regulations.

Rocketship strongly encourages families to administer temporary and/or maintenance medications outside of school hours. If this is not possible, medication can be administered at school.

Rocketship staff will administer all medication in accordance with applicable law, the Medication Authorization Form on file, and established guidelines. Before medication can be kept or administered at Rocketship, a student's parent/guardian must complete and submit a Medication Authorization Form

among other required documents. Parents/guardians should contact the Office Manager for a copy of the Medication Authorization Forms and for a copy of Rocketship's full Medication Administration Policy.

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 and route of administration;
  - 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;
  - Other medication the student may be receiving at home;
  - 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 state 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.

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.

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 their 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 their prescribed medication. Rocketship will promptly notify the student’s parent/guardian of any disciplinary action imposed.

**IMMUNIZATIONS**

To promote the health and well-being of all students, and to comply with state laws and regulations, Rocketship requires all students to present proof of certain immunizations prior to beginning school at a Rocketship campus.

Rocketship adheres to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075.

**Required Immunizations, Records and Reports**

California law requires that an immunization record be presented to Rocketship staff before a child can be unconditionally enrolled in school. Entering students who are not exempt must provide Rocketship written verification from a doctor or immunization clinic of the following immunizations:

Immunization (TK/K-12)	Dosage
Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
Polio	Four (4) doses
Measles, Mumps, and Rubella (MMR)	Two (2) doses
Hepatitis B (Hep B)	Three (3) doses
Varicella (chickenpox)	Two (2) doses
Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose
Varicella	Two (2) Doses

Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with Rocketship's Educational Records and Student Information Policy. Rocketship will file a written report on the immunization status of all new entrants to Rocketship with the California Department of Public Health ("CDPH"), on at least an annual basis, as required by law.

Any child leaving the United States for a short vacation to or long stay in any country considered by the Center of Disease Control and Prevention ("CDC") to have increased risk of TB exposure MUST contact the County Tuberculosis Clinic for a TB Screening upon return.

Rocketship shall immediately admit a foster child, as defined in Education Code Section 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, even if the foster or homeless child's immunization records are not available or are missing. However, this does not alter Rocketship's obligation to obtain immunization records for foster and homeless students or to ensure the full immunization of foster and homeless students as required by law.

If Rocketship discovers that an admitted student who was previously believed to be in compliance with the immunization requirements is subsequently discovered to not be in compliance with either the unconditional admission requirements or the conditional admission requirements, Rocketship will notify the student's parent/guardian of: 1) the time period within which the doses must be received, which may be no more than ten (10) school days after notification; and 2) that the student shall continue in attendance only if the parent/guardian provides documentation that the immunization requirements have been met within the time period designated by Rocketship. If the student does not provide documentation of having received all required immunizations within the time period designated by Rocketship, per State law, Rocketship shall exclude this student from attendance. The student shall remain excluded from Rocketship until the student provides proper documentation of the student's compliance with the immunization requirements as required by law. Information regarding the student's exclusion shall also be reported to Student Information Services.

### **Conditional Admission**

Students may be conditionally admitted in accordance with Health and Safety Code Section 120340 and Title 17, California Code of Regulations Section 6035. The Principal or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses. The Principal or designee shall review the immunization record of each student admitted conditionally at least every thirty (30) days from the date of admission until that student has received all the required immunizations or submitted a valid exemption. If a student conditionally admitted fails to fulfill the conditions of admission, Rocketship will prohibit the student from further attendance until that student provides proper documentation of the student's compliance with the immunization requirements as required by law.

## Documentary Proof

The Principal shall maintain the student's immunization information in the student's mandatory permanent record and shall file annual immunization status reports as required by the CDPH.

## Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Sections 120370-120372.
  - Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that Rocketship shall accept.
  - On and after July 1, 2021, Rocketship shall not unconditionally admit or readmit, or admit or advance any student to 7th grade, unless the student has been fully immunized or files a CDPH standardized medical exemption form as required by law.
  - Medical exemptions remain valid until the earliest of:
    - the child's enrollment in the next grade span, as defined below;
    - the expiration date specified in a temporary medical exemption, which shall not exceed one year; or
    - revocation of the exemption pursuant to Health and Safety Code Section 120372.
2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
  - A student who has not received all of the required immunizations will not be eligible to attend classes at a Rocketship campus unless the student is otherwise exempt under #1 or #3.
3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the Rocketship, shall be allowed to enroll at Rocketship without being fully immunized until the student enrolls in the next grade span, as defined below, pursuant to Health and Safety Code Section 120335(g).

"Grade span" means each of the following:

1. Birth to Preschool.
2. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
3. Grades 7 to 12, inclusive.



If there is good cause to believe that a child has been exposed to a disease listed in Health and Safety Code Section 120335(b) and the child's documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from Rocketship until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

This Policy does not prohibit a student who qualifies for an individualized education program ("IEP"), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by the student's IEP.

## HEALTH EXAMINATIONS AND SCREENINGS

### Physical Examinations and Right to Refuse

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

A parent/guardian having control or charge of any child enrolled in Rocketship may file annually with the Executive Director a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

### Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

## DIABETES

The California Department of Education (CDE) has developed informational materials for parents, guardians, and families to educate them about type 1 diabetes. Copy of that information sheet and other informative information regarding type 1 diabetes is available at the CDE's website:

<https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp>

The information included within this handbook serves as provision to parents/guardians of a student newly enrolling and as the annual notice for enrolled student.

## HEAD LICE

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 who are students at the school. 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.

## SAFETY PLANS

Safety is our first priority. To make sure our staff and students know what to do in case of an emergency, we follow a rigorous calendar of staff training, safety team meetings, campus walkthroughs, and safety drills. Every school is equipped with a detailed Health and Safety Plan that contains our emergency response plans, including plans for earthquakes, fire, severe weather, and lockdowns.

TBD School Specific

*During an emergency dismissal, we may ask parents to meet us at this secondary evacuation site. Please be familiar with this location so you know where to go in case of an emergency dismissal.*

## **Emergencies**

In order for us to keep our campus safe during an emergency, we need our families to understand the following:

- In the event of an emergency, we will share information with families via our automated calling system. Please make sure your updated contact information is in our system.
- If there is an incident on or near our campus, please stay at home and wait for instructions from our school leaders. We need the public to stay away while we secure our campus and account for all students. When it is safe to come to the school, you will be contacted.
- After an emergency incident, we may need to change the way we dismiss students. You may be asked to present a photo ID in addition to your child's Walker/Rider card. Please wait for instructions from school leaders before coming to campus.

## **WEAPONS AND FIREARMS**

Rocketship prohibits any weapons, imitation firearms or dangerous objects of any kind in school buildings, on school grounds or buses, or at off campus school-related or school sponsored activities, with the exception of weapons and/or firearms in the possession and/or control of law enforcement officers and security officers.

### **Notice of Safe Storage of Firearms**

The purpose of this notice is to inform and to remind parents and legal guardians of all students at Rocketship of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without

the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.

- The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

## **DRUGS, ALCOHOL, AND TOBACCO**

Rocketship is committed to maintaining campuses free of alcohol, smoke, and illegal drugs. No one may smoke on campus and may not bring alcohol or illegal substances of any kind to our school. If a student is found in possession of drugs, alcohol, or tobacco products, they will be subject to discipline and possible suspension or expulsion under Rocketship's discipline policies.

### **Dangers of Synthetic Drugs**

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids (“synthetic marijuana,” “Spice,” “K2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”) has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Additional information regarding fentanyl from the CDPH’s Substance and Addiction Prevention Branch can be found here: <https://www.cdph.ca.gov/Programs/CCDPHP/sapb/Pages/Fentanyl.aspx>

## **CAMPUS SEARCHES AND SEIZURES**

To protect the safety of all students, staff and the community, Rocketship reserves the right to search a student’s personal property, and school property assigned to the student when there is reasonable suspicion that the student violated a Rocketship policy and/or state/federal law. All searches shall be authorized and conducted by a member of the school leadership team in the presence of an adult witness.

Student desks, cubbies and lockers, are school property and remain at all times under the control of the school. Student desks, cubbies, and lockers may not be used to store unauthorized, illegal, or contraband materials. The acceptance and use of school facilities and/or the presence on school campus by any student, shall constitute consent by the student to the search of such school facilities, student property, student use areas, by authorized school personnel and/or law enforcement.

Similarly, at their discretion and where they deem appropriate, Rocketship school leaders may confiscate a student’s mobile/smartphone/ personal electronic device.

To ensure the safety of the school community, when there is reasonable suspicion, an individual is in violation of Rocketship’s Campus Access and Visitors Policy and/or local or federal laws, Rocketship retains the right to require a property search as a condition to enter campus.

## INTERNET SAFETY AND ACCEPTABLE USE

Rocketship uses advanced education technology to support personalized instruction for all students and facilitate comprehensive data analysis. Rocketship adheres to the federal requirements and guidelines set forth in the Children's Internet Protection Act (CIPA) (47 U.S.C. § 254(h)). Visit <http://www.ifea.net/cipa.html> to view CIPA in its entirety.

### Definitions

"Minor" means any individual under 18 years of age.

"Technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

- Obscene, as that term is defined in 18 U.S.C. § 1460;
- Child Pornography, as that term is defined in 18 U.S.C. § 2256; or
- Harmful to minors, as that term is defined below.

"Harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

- Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
- Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. "Sexual act" and "sexual contact" have the meanings defined in 18 U.S.C. § 2246.

An authorized person must be able to disable the blocking or filtering measure during any use by an adult to enable access for bona fide research or other lawful purposes.

### Educational Purpose

Rocketship's Internet system is limited to educational purposes. Acceptable activities include classroom activities and high-quality research. Rocketship computers are not to be used for entertainment purposes unless specifically authorized by a staff member in accordance with this policy.

### Technology Protection Measures

To the extent practicable, Rocketship will use technology protection measures to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography,

or to any material deemed harmful to minors. The selected technological filter will be designed to prevent a user from sending, receiving, viewing, or downloading materials that are harmful to minors.

Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

### **Inappropriate Network Usage**

In accordance with CIPA, the following uses of Rocketship Internet system are considered unacceptable:

- Unauthorized access, including “hacking.” This includes logging in through another person’s account and accessing another person’s files; making deliberate attempts to disrupt the computer system; destroying data by spreading computer viruses; and downloading software without the explicit consent of a staff member. Rocketship students shall immediately notify a teacher if they have identified a possible security problem.
- Unauthorized disclosure, use, and dissemination of personal identification information regarding minors. This includes posting a student’s personal contact information (i.e., name, email address, home address, telephone number, school address) through email or through websites that solicit personal information, social networking websites, and Internet chat rooms.
- Illegal activities. This includes using the Internet to engage in any illegal act, including, but not limited to, arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, or threatening the safety of another person.
- Inappropriate online behavior. This includes using obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language while online; engaging in personal attacks or cyberbullying, including prejudicial or discriminatory attacks; and knowingly or recklessly posting false or defamatory information about a person or organization on any websites.
- Plagiarism.
- Accessing inappropriate material. This includes material that is designated for adults only or is profane or obscene (i.e., pornography), or harmful to minors, material that advocates illegal or dangerous acts, or material that advocates violence or discrimination.

### **Supervising and Monitoring**

It shall be the responsibility of all members of the Rocketship Schools team to educate, supervise and monitor appropriate usage of the access to the Internet, including electronic mail by and within the Charter School. Procedures for disabling or otherwise modifying any technology protection measures shall be the responsibility of Rocketship’s Executive Director or their designated representatives.

Staff shall monitor students while they are using Rocketship computers, laptops, or tablets to access the internet or online services on a Rocketship campus and may have teacher aides, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child’s use of Rocketship equipment including but not limited to their child’s access to the

internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy. Parents/Guardians are encouraged to discuss internet safety with their children.

### **Training**

Rocketship will provide age- appropriate training for students and staff who use Rocketship computers and network. The training provided will be designed to promote Rocketship's commitment to:

- The standards and acceptable use of Internet services as set forth in this policy.
- Student safety with regard to Safety on the Internet; appropriate behavior while online, on social networking Web sites, and in chat rooms; and cyberbullying awareness and response.
- Appropriate communication between staff and students via the internet, social media, and text messages or phone calls.
- Compliance with the E-Rate requirements of the Children's Internet Protection Act ("CIPA").

### **Disciplinary Action**

Students should expect only limited privacy in the contents of their personal files or record of web research activities. Record maintenance and network monitoring may lead to the discovery that a student has violated this Policy and/or the law. If there is reasonable suspicion of violation of law or school policy, Rocketship will conduct a search of the student's files and/or internet activities. A student's parent/guardian may request to see the content of a student's files or emails.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who are found to have violated this policy or any relevant laws will be disciplined in accordance with Rocketship's Discipline Policy.

Rocketship will cooperate fully with local or federal officials in any investigation related to any illegal activities conducted on the school computers or through the school internet network.

### **Liability**

Rocketship Public Schools is not responsible for any financial obligations arising through the unauthorized use of its computers and/or internet system. A student's parent/guardian can be held financially responsible for any harm to Rocketship's Internet system arising from a student's intentional misuse.

## **CHILD ABUSE AND NEGLECT**

All school personnel are mandated reporters of suspected abuse and/or neglect. Mandated reporters are required to report when they know or suspect that a student has been or is in danger of being subjected



to any of the following: mental injury; physical abuse; physical assault; neglect; sexual abuse; sexual exploitation; sexual assault; exposure to illegal drug-related activity, including ingestion of an illegal drug due to parent/guardian neglect; or exposure to domestic violence in the student’s home. Additionally, mandated reporters must make a report when they suspect or know that a student has been injured by a bullet, knife, or other sharp object.

No one in the workplace, even a supervisor, is permitted to suppress, change, or edit a report of abuse. A mandated reporter who fails to report suspected incidents of child abuse or neglect is subject to punishment under state law.

## PARENT INVOLVEMENT

### ROCKETSHIP’S COMMITMENT

*Rocketship Commitment* - At Rocketship, we fully commit to our families and students in the following ways:

TBD- School Specific

### PARENTS’/GUARDIANS’ COMMITMENT

*Parents’/Guardians’ Commitment*- We fully commit to Rocketship in the following ways:

TBD- School Specific

### PARENT PARTNERSHIP

Engaged parents are a core pillar of Rocketship’s model and critical to our Rocketeers and their long-term success. By actively being included and involved in our schools and their Rocketeers’ learning, parents become integrated into the fabric of the school community. An active partnership between families and Rocketship faculty and staff benefits our Rocketeers as they see their parents on campus, and families as they gain a deeper understanding of Rocketship’s model and are positioned to reinforce Rocketship’s core values at home.

Rocketship asks that families participate in 20 Parent Partnership Hours each year per family by supporting or participating in various school activities. Participating in Parent Partnership Hours is encouraged, but NOT required. If families do not realize 20 Parent Partnership Hours annually, there is no consequence or penalty.

## HOME VISITS

Studies have shown that meaningful parental involvement in the education of their children can have dramatic effects on student achievement. Home visits help parents and teachers come together as equal partners to form a trusting relationship centered on student learning, establish goals for the individual child and the parent-teacher relationship, and invest families in the Rocketship community.

Each Rocketship student will receive a home visit from their core classroom teachers during the beginning of each school year. Teachers will reach out to families to schedule the home visit in advance. Home visits typically last for about one hour.

What happens during home visits may vary according to both parent and teacher preference, but typically home visits include:

- Collaborative academic and personal goal-setting for the student
- Discussion of the student's (and the family's) hopes and dreams
- Discussion of the student's interests both inside and outside of the classroom
- Discussion about communication preferences during the school year
- Explanation about Rocketship's policies and procedures that parents have questions about
- Talking about the history of Rocketship and the mission of the network and school
- Conversations about why the family chose Rocketship, how long they have lived in their community, etc.
- Invitation to an upcoming event at the school (i.e., Back to School Night, community meeting)
- Conversation about the teacher's background

## PARENT OPPORTUNITIES ON CAMPUS

We provide many different opportunities for you to stay involved with your child's education. These include (but are not limited to):

- **Family Orientation.** Before school begins each year, parents will receive an invitation to an Orientation. All parents must attend this event.
- **Conferences.** A parent/guardian must attend conferences to meet with teachers to go over a student's progress report and/or report card.
- **Community Meetings.** All parents/guardians are invited and strongly encouraged to attend the scheduled Community Meetings. These meetings will help you stay informed regarding your school procedures and policies and become actively involved in further developing the school's mission.

- **Parent/Family Meetings.** All parents/guardians are invited and strongly encouraged to attend the scheduled Parent/Family Meetings to maintain an active role in their child's learning. These meetings are open to the entire family and typically take place on the weekends or on a weeknight.
- **Leadership groups at the school.** This may include a Parent Leadership group or other parent groups organized at the school.

## OPEN MEETING POLICY

All meetings of the Rocketship Education Board of Directors will comply with state open meetings law. Agendas will be posted publicly in advance and Rocketship shall also make meeting minutes publicly available upon approval.

## NOTIFICATIONS OF RIGHTS AND ASSURANCES

### NOTIFICATION OF RIGHTS UNDER FERPA (ACCESS TO STUDENT RECORDS)

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 business days after the day the School receives a request for access. Parents/guardians or eligible students should submit to the School Principal or designee a written request that identifies the records they wish to inspect. The School Principal or designee will make arrangements for access and notify the parent/guardians or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent/guardian or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents/guardians or eligible students who wish to ask the School to amend a record should write to the School principal or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the School decides not to amend the record as requested by the parent/guardian or eligible student, the School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the School decides to amend the record as requested by the parent/guardian or eligible student, the School Principal must order the correction or the

removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to School officials with legitimate educational interests. A School official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the School board. A School official also may include a volunteer or contractor outside of the School who performs an institutional service of function for which the School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another School official in performing their tasks. A School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

Note that Rocketship will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Rocketship to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW Washington, DC 20202

5. The right to request that Rocketship not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

**Disclosures that Rocketship may make without consent.**

FERPA permits the disclosure of Personally Identifiable Information (PII) from a student's education records, without prior consent of the parent/guardian or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations.

Rocketship may disclose PII from the education records of a student to the following parties without obtaining prior written consent of the parents or the eligible student:

1. Rocketship officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99. This can include contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions.
2. Other schools or school systems to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer.
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions.
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid.
5. Organizations conducting certain studies for Rocketship in accordance with 20 U.S.C. § 1232g(b)(1)(F).
6. Accrediting organizations in order to carry out their accrediting functions.
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986.
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order.
9. Persons who need to know in cases of health and safety emergencies.
10. State and local authorities, within a juvenile justice system, pursuant to specific State law.
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non-related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Rocketship for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Rocketship.
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Rocketship with respect to that alleged crime or offense. Rocketship discloses the final results of the disciplinary proceeding regardless of whether Rocketship concluded a violation was committed.

Except for disclosures to School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures.

### **Notice for FERPA Directory Information**

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that the School, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the School may disclose PII that is appropriately designated "directory information" without written consent, unless you have advised the School to the contrary in accordance with the School's procedures. The primary purpose of directory information is to allow the School to include information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production
- The annual yearbook
- Honor roll or other recognition lists
- Graduation programs
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. Rocketship may disclose the PII that it has designated as directory information without a parent's prior written consent. "Directory information," which is defined as set forth below, may be released to requestors in limited circumstances by Rocketship, without additional notice to parents/guardians, unless the parent/guardian timely "opts out" of such disclosures, in writing.

Directory Information at Rocketship includes:

- Student name, mailing address(es), telephone listing and email address
- Parent/guardian name, mailing address(es), telephone listing and email address
- Student birth date
- Dates of attendance, Grade Level, and Enrollment Status
- Degrees, honors, and awards received

If you do not want the School to disclose directory information without your prior written consent, you must submit a completed Directory Information Opt-Out Form. A Directory Information Opt-Out Form is included in annual enrollment documentation or a copy is available upon request at the main office.

### **Contract for Digital Storage, Management, and Retrieval of Student Records**

Rocketship may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

This complete policy, included within this handbook, serves as annual notice of the policy.

### **Solicitation and Disclosure of Student Information for Immigration Purposes**

Rocketship shall observe the following:

1. Except as required by state or federal law or as required to administer a state or federally supported education program, Rocketship officials and employees will not collect information or documents regarding citizenship or immigration status of students or their family members.
2. If Rocketship possesses information that could indicate immigration status, citizenship status, or national origin information, Rocketship will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.
3. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Rocketship will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
4. Rocketship will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
5. During the enrollment process:
  - Where permitted by law, Rocketship shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.
  - Rocketship will not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.
  - Rocketship will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Rocketship. However, the last four digits of an adult household member's Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social

Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment.

6. Rocketship will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on Rocketship prohibits disclosure, Rocketship shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that is not otherwise subject to release, Rocketship shall not release the information. Rocketship will permanently keep the consent notice with the record file.

Rocketship personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

1. Notify a designated Rocketship official about the information request.
2. Provide students and families with appropriate notice and a description of the immigration officer's request.
3. Document any verbal or written request for information by immigration authorities.
4. Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

### **Contract for Digital Storage, Management, and Retrieval of Student Records**

Rocketship may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

This complete policy, included within this handbook, serves as annual notice of the policy.

## **EDUCATION OF FOSTER YOUTH POLICY**

The Governing Board of Rocketship recognizes that foster youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. In accordance with Section 1112(c)(5)(B) of ESEA (20 U.S.C. §6312(c)(5)(B)), all LEAs, in collaboration with the state Child and Family Services Agency, must ensure the implementation of the foster care provisions under ESEA.

### **Definitions**

- "Foster youth" means any of the following:



- a child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
  - A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
  - A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    - The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    - The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, American Indian/ Native Alaskan tribe, consortium of tribes, or tribal organization.
    - The nonminor is participating in a transitional independent living case plan.
  - A dependent child of the court of an American Indian/ Native Alaskan tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.
  - A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
- 
- “Former juvenile court school student” means a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to Rocketship.
  - “Child of a military family” refers to a student who resides in the household of an active duty military member.
  - “Currently Migratory Child” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to Rocketship from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
  - “Newcomer pupil” is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.
  - “Educational Rights Holder” (“ERH”) means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions or the student pursuant to Education Code section 56055.
  - “School of origin” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15

months, Rocketship liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

- "Best interests" means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Rocketship students.
- "Partial coursework satisfactorily completed" includes any portion of an individual course, even if the pupil did not complete the entire course.

Within this Policy, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil will be referred to collectively as "Foster and Mobile Youth."

### **Rocketship Liaison**

In order to help facilitate the enrollment, placement, and transfer of foster youth to Rocketship, the Governing Board shall designate a Rocketship foster youth liaison. The Governing Board designates the following position as Rocketship's liaison for foster youth:

Sara Escamilla Guerra  
2001 Gateway Place Ste. 230E  
San Jose, CA 95110  
sguerra@rsed.org  
408-726-1999

The liaison for foster youth shall:

- Ensure and facilitate the proper educational placement, enrollment in Rocketship, and checkout from Rocketship of foster youth.
- Ensure proper transfer of credits, records, and grades when foster youth transfer to or from Rocketship.
- When a foster youth is enrolling in Rocketship, Rocketship liaison shall contact the school last attended by the student, within two business days, to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. When a foster youth is transferring to a new school, Rocketship liaison shall provide the student's records to the new school within two business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to Rocketship.
- When required by law, notify the foster youth's ERH, attorney, the appropriate representative of the county child welfare agency, and an American Indian/ Native Alaskan child's ERH, tribal

social worker and if applicable, county social worker of the student's expulsion or involuntary removal, and at least ten calendar days preceding the date of the following:

- of pending expulsion proceedings if the decision to recommend expulsion is a discretionary act under Rocketship's charter;
- pending proceedings to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under Rocketship's charter;  
The foster youth's American Indian/ Native Alaskan child's ERH, Tribal social worker, county social worker, attorney and the agency representative will be invited to participate.
- a manifestation determination prior to a change in the foster youth's placement, if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's ERH, attorney, county social worker, an American Indian/ Native Alaskan child's ERH, tribal social worker and if applicable, county social worker, and the agency representative will be invited to participate.
- As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
- As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
  - Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to principals, deans, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.
- Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for Rocketship's foster youth.
- Monitor the educational progress of foster youth and provide reports to the Principal or designee and the Governing Board based on indicators identified in Rocketship's local control and accountability plan.

This policy does not grant Rocketship liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 361 or 726, a surrogate parent, or a foster parent exercising authority under the Education Code. The role of Rocketship liaison is advisory with respect to placement options and determination of the school of origin.

### **School Stability and Enrollment**

Rocketship will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is in their best interest. Rocketship will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking re enrollment in Rocketship as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to Rocketship will be immediately enrolled (subject to Rocketship's capacity, if Rocketship is not the student's school of origin, and pursuant to the procedures stated in Rocketship's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

- For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
- If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Rocketship liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the youth, recommend that the youth's right to attend the school of origin be waived and they be enrolled in any school that students living in the attendance area of the school district in which the foster youth resides are eligible to attend or in Rocketship consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the liaison shall provide the youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the youth has the right to remain in the school of origin pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Rocketship dispute resolution process.

If Rocketship operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or American Indian/ Native Alaskan custodian in the case of an American Indian/ Native Alaskan child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by Rocketship

on non-school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

### **Transportation**

Rocketship shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that Rocketship assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United States Code, or unless required by federal law. Rocketship is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school

If there are no existing and acceptable agreements with other educational entities, Rocketship will work with the local child welfare agency to establish an agreement clarifying operational and financial obligations for any foster children enrolled in the school with transportation needs.

Any agreements should include a process for identifying all the resources, including no-cost and low-cost options such as public transportation; foster parent or other family members who may be willing and able to transport the student; special education services if the student is eligible; and any other public or private transportation resources either agency has at their disposal to provide transportation to the student.

Any additional costs incurred in providing transportation should be outlined in the agreements and may include: Rocketship shall provide such transportation if the local child welfare agency agrees to reimburse Rocketship for such costs; Rocketship agrees to pay for the cost; or Rocketship and the local child welfare agency agree to share the cost.

For any student who has an individualized education program ("IEP"), the student's IEP team will determine if the student requires special education transportation as a related service regardless of the student's status.

### **Effect of Absences on Grades**

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances:

- A decision by a court or placement agency to change the student's placement, in which case the student's grades shall be calculated as of the date they left school.
- A verified court appearance or related court-ordered activity.

### **Transfer of Coursework and Credits**

Rocketship shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed. The credits accepted pursuant to this paragraph shall be applied for enrollment purposes to the same or equivalent course, if applicable, as the coursework completed in the prior public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school. For purposes of the official transcript, the credits accepted pursuant to this paragraph shall be added to the credits earned from the same or equivalent course for purposes of calculating the total credits earned for the course but shall separately identify the school and local educational agency in which the credits were earned.

If a Foster and Mobile Youth transfers in or out of Rocketship, Rocketship shall issue the full and partial credits on an official transcript for the pupil and shall ensure the transcript includes all of the following:

All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at a school of that local educational agency or a prior local educational agency, or any other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school.

The credits and grades for each school and local educational agency listed separately so it is clear where they were earned.

A complete record of the pupil's seat time, including both period attendance and days of enrollment.

If Rocketship has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the pupil, it shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits pursuant to this paragraph. The prior local educational agency shall issue appropriate credits and provide all academic and other records to Rocketship within two business days of the request.

If the foster youth did not complete the entire course, they shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that they completed at their previous school. However, Rocketship may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, Rocketship finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course they shall be enrolled in the same or equivalent course, if applicable, so that they may continue and complete the entire course.

#### **Eligibility for Extracurricular Activities**

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

#### **Waivers of Fees for Afterschool Programs**

Rocketship shall not charge any student who Rocketship knows is in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by Rocketship.

#### **Student Records**

When Rocketship receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, Rocketship shall provide these student records within two (2) business days. Rocketship shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

In accordance with Rocketship’s Educational Records and Student Information Policy, under limited circumstances, Rocketship may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

### **Complaints of Noncompliance**

Complaints of noncompliance with this policy shall be governed by Rocketship’s Uniform Complaint Procedures policy.

This complete policy, included within this handbook, serves as annual notice of the policy.

## **EDUCATION OF HOMELESS CHILDREN AND YOUTH POLICY**

The McKinney-Vento Homeless Assistance Act (“the McKinney-Vento Act”) is a federal law that ensures educational rights and protections for children and youth experiencing homelessness. (42 U.S.C. 11431 et seq.) This policy is written in compliance with the requirements under the McKinney-Vento Act. It addresses relevant definitions; Rocketship’s Designated Homeless Liaison; general assurances regarding the education of homeless children and youth; procedures for identification and reporting; school selection; enrollment and records; transportation rights; and the enrollment dispute resolution process.

### **Definitions**

“Homeless children and youth” mean children and youth who lack a fixed, regular, and adequate nighttime residence, and includes children and youth who are:

- Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- Living in a primary nighttime residence that is a private or public place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as cars, parks, public spaces, abandoned buildings or substandard housing (for example, condemned buildings or garages), bus or train stations, or other similar settings. In determining whether a housing arrangement may be deemed “substandard, the school may consider whether the setting lacks one of the fundamental utilities such as water, electricity, or heat; is infested with vermin or mold; lacks a basic functional part such as a working kitchen or toilet; presents unreasonable dangers to adults, children, or persons with disabilities. or is otherwise defined as “substandard” under local housing codes.
- Living in motels, hotels, trailer parks (does not include trailers or mobile homes in a mobile home park) or camping grounds due to a lack of alternative adequate accommodations.
- Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason.
- Living in emergency or transitional shelters.
- Abandoned in hospitals.

- Migratory children who qualify as homeless because they are living in circumstances described above.
- Unaccompanied youth includes a youth not in the physical custody of a parent or guardian.
- A child or unaccompanied youth shall be considered homeless for as long as they are in a living situation described above.

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by Rocketship's Liaison.

### **Designated Homeless Liaisons**

The Rocketship Homeless Liaison serves Rocketship students in the designated region(s) below.

Sara Escamilla -Guerra  
 2001 Gateway Place Ste. 230E  
 San Jose, CA 95110  
 sguerra@rsed.org  
 408-726-1999

The Homeless Liaison is required to:

- Ensure that homeless children and youth are identified by school personnel and through outreach and coordination with other entities and agencies.
- Ensure that homeless students enroll in, and have full and equal opportunity to succeed in, Rocketship schools.
- Ensure that homeless families, children, and youth have access to and receive educational services for which they are eligible.
- Ensure that homeless families, children, and youth receive referrals to health, dental, mental health, and substance abuse services, housing services, and other appropriate services.
- Ensure that parents and guardians are informed of educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- Ensure that public notice of the educational rights of homeless students is disseminated where children and youth receive services under the McKinney-Vento Act.
- Ensure that enrollment disputes are mediated in accordance with the dispute resolution provisions.
- Ensure that the parent/guardian of a homeless child or youth, or any unaccompanied youth, is fully informed of all transportation services and is assisted in accessing transportation services, if available and feasible.
- Ensure that school personnel receive professional development and other support.
- Assist unaccompanied youth in placement/enrollment decisions.



- Ensure that unaccompanied youth are immediately enrolled in school pending resolution of disputes that might arise over school enrollment or placement.
- Assist homeless children and youth who do not have immunizations, or immunization or medical records, to obtain necessary immunizations, or immunization or medical records
- Collaborate and coordinate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youth.

Rocketship provides the following general assurances:

- Homeless children and youth shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.
- Homeless children and youth shall be provided services comparable to those received by other students in the school, including transportation services, and education programs for which students meet eligibility criteria, such as services provided under Title 1 or similar state and local programs; programs for students with disabilities; programs for students with limited English proficiency; vocational or technical programs; gifted and talented programs; and school nutrition programs.
- Homeless children and youth will have access to district administrative level reservation of funds (set-asides) for serving homeless students.
- Rocketship shall provide homeless students with access to education and other services necessary for these students to meet the same challenging academic standards as other students.
- Rocketship shall provide and post notices of the educational rights of homeless children and youth.

### **Identification and Reporting**

Rocketship will include the identification of homeless students and their unique educational needs in its targeted work to raise achievement for all students. Homeless children and youth will be identified through:

- The application process for enrollment (self-identification)
- School personnel recommendations
- Coordinated activities with other entities and agencies

Rocketship will comply with all federal, state, county, and other data collections and reporting requirements regarding homeless children and youth. Materials will be provided for students and parents in a language easily understood by families and students. If students or families are unable to read, additional support should be provided to explain student rights.

### **School Selection**

Homeless students have a right to select from the following schools:

- The school they attended when permanently housed (School of Origin)
- The school in which they was last enrolled (School of Origin)
- The school in the attendance area in which the student currently resides (School of Residency)

A homeless child or youth's right to attend their school of origin extends for the duration of homelessness. If a child or youth becomes permanently housed during the academic year, they are entitled to stay in the school of origin for the remainder of the academic year.

### **Enrollment and Records**

Homeless students may be identified at the time of enrollment (through self-reports). As all Rocketship schools are independent charter schools, and therefore schools of choice rather than assigned district schools, placement decisions are based solely on parent request through the application process. In order to provide equal access to its schools, the Rocketship annual student recruitment plan shall include efforts to reach homeless families, children, and youth via free public events, community centers, and local homeless service providers.

Homeless youth will not be discriminated against in the application process. Homeless children and youth will be immediately enrolled, if the student otherwise be eligible to attend, and subject to Rocketship's capacity and pursuant to the procedures in the charter document and board policies, even if the parent/guardian is unable to provide the school with the records normally required for enrollment such as previous academic records, birth certificate, medical records, proof of residency, or other documentation. The Rocketship designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the designee shall refer the parent/guardian to the homeless liaison. The liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student.

In the case of an unaccompanied youth, the Designated Homeless Liaison shall assist in the enrollment process. Unaccompanied youth shall be immediately enrolled if space is available even if unable to provide the school with the records normally required for enrollment (as above), and despite lack of parent or legal guardian's supervision or permissions, or "power of attorney" by supervising adults.

In accordance with current Rocketship enrollment policies and state regulations regarding charter schools, if the grade level for which a homeless child or youth has applied has more applicants than spaces available, a random public lottery will take place in order to determine enrollment for the following school year. An "in-district" or "in-county" (depending on the type of school the student has applied to) priority will apply during the lottery to homeless youth who self-identify as homeless during the application process so as to not discriminate against homeless children or youth due to lack of permanent housing. If a homeless child or youth applies for admission after the annual random public lottery, they will be placed

on the waitlist in the order in which the application was received, even if the application is incomplete at the time of submission.

Any confidential record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, of each homeless child or youth will be maintained so that the records are available, in a timely fashion, when a child or youth enters a new school or school district.

Information about a student's living situation that is maintained by Rocketship is part of the student's record, subject to the protections of the Family Educational Rights and Privacy Act (FERPA). In general, FERPA prohibits a school from disclosing personally identifiable information ("PII) from students' educational records without parental consent. One exception to this general consent rule is for information that the school has designated as "directory information," which is information that would not generally be considered harmful or an invasion of privacy if disclosed. However, information regarding a student's living situation is not considered directory information and must be provided the same protections as other non-directory PII.

### **Transportation**

Per the McKinney-Vento Act, Rocketship must provide services to homeless children and youth that are comparable to those received by other students in the school selected, including transportation. In addition, schools must provide transportation for homeless students to and from their school of origin, if feasible.

Rocketship, where feasible, at the request of the parent/guardian and/or in the best interest of the homeless child or youth, shall provide transportation to students experiencing homelessness to ensure the students are able to stay at the Rocketship school of their choice for the duration of their homelessness. Rocketship may work with the youth's district of residence or other agencies to provide transportation services.

### **Housing Questionnaire**

Rocketship shall administer a housing questionnaire for purposes of identifying homeless children and youth. Rocketship shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Rocketship shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Rocketship. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at Rocketship and shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Rocketship shall collect the completed

housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled.

### **Transportation**

Per the McKinney-Vento Act, Rocketship must provide services to homeless children and youth that are comparable to those received by other students in the school selected, including transportation. In addition, schools must provide transportation for homeless students to and from their school of origin, if feasible.

Rocketship, where feasible, at the request of the parent/guardian and/or in the best interest of the homeless child or youth, shall provide transportation to students experiencing homelessness to ensure the students are able to stay at the Rocketship school of their choice for the duration of their homelessness. Rocketship may work with the youth's district of residence or other agencies to provide transportation services.

### **Enrollment Dispute Resolution Process**

As required by 42 USC § 11432(g)(1)(C), schools must develop and implement written procedures for the receipt and resolution of complaints alleging violations of law with regards to enrollment and school placement as covered by the McKinney-Vento Act. The State Coordinator for the Education for Homeless Children and Youth Program will provide technical assistance to interested parties as requested and as necessary.

If a dispute arises over enrollment or school placement:

- the child or youth must be immediately enrolled in the school requested by the individual or organization submitting the complaint;
- the parent/guardian of the affected student(s) must be provided a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or youth to appeal the decision;
- the child, youth, parent, or guardian must be referred to the McKinney-Vento Homeless Education Liaison for the corporation, who shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute; and
- in the case of an unaccompanied youth, the Homeless Education Liaison shall ensure that the youth is immediately enrolled in school pending resolution of the dispute.

### **Rocketship Dispute Resolution Process**

Disputes may arise between a Rocketship school and a homeless student or homeless parent/guardian regarding, among other things, enrollment or transportation. At such a time, the Homeless Education Liaison immediately becomes involved, and Rocketship must follow a procedure that includes these steps:

- A student must be allowed to attend or enroll in the school that is challenging the student's right to attend until a final decision is made regarding the dispute. The challenging school must

provide transportation and other school services as needed to the student until the dispute is resolved.

- The dispute resolution process begins at the time a school challenges the right of either a parent or guardian, or in the case of an unaccompanied youth, to enroll a child or youth in school, to continue enrollment in school, or to receive services such as transportation assistance.
- When Rocketship challenges the enrollment or services of the child or unaccompanied youth, Rocketship must:
  - Provide notice of the challenge to the parent, guardian, or unaccompanied youth, through the Homeless Education, on the day of the challenge.
  - Provide notice of the right to appeal the challenge to the parent, guardian, or unaccompanied youth. This notice must include a form to be completed by the parent, guardian, or unaccompanied youth should they decide to appeal Rocketship's decision.
- The Homeless Education Liaison will provide the parent, guardian, or unaccompanied youth with written notice in clear, easy-to-understand language detailing the dispute resolution process.
- Rocketship will have three working days to review its initial decision and make a final decision as to the position taken (i.e., whether it will continue to challenge the right of the student to be enrolled). The decision must state all factual information upon which it is based and the legal basis in support thereof.

### **Professional Development**

All administrators, teachers and employees of Rocketship, including the Rocketship Homeless Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Rocketship Homeless Liaison will verify that Rocketship is providing the required training to school personnel providing services to youth experiencing homelessness at least annually through the CDE's verification system.

The Rocketship Homeless Liaison shall offer training to Rocketship certificated and classified employees providing services to students experiencing homelessness, including, but not limited to, teachers, support staff, and other school staff who work with pupils, at least annually relating to:

- (1) Rocketship's homeless education program policies; and
- (2) Recognition of signs that pupils are experiencing, or are at risk of experiencing, homelessness.

The Rocketship Homeless Liaison shall inform such employees of the availability of training and the services Rocketship Liaison provides to aid in the identification and provision of services to students who are experiencing, or are at risk of experiencing, homelessness.

### **Acceptance of Course Work**

Rocketship will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

Rocketship will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, Rocketship shall not require the student to retake the portion of the course the student completed unless Rocketship, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

### **Notice**

For any homeless student who seeks enrollment at Rocketship, written notice will be provided to the parent/guardian at the time of enrollment and at least annually while the student is enrolled at Rocketship.

### **Annual Policy Review**

Rocketship shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at Rocketship. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school. Rocketship's review of its homeless education program policies shall use resources developed by the CDE and posted on the CDE's internet website and resources developed by homeless education technical assistance centers established using funding from the American Rescue Plan Act of 2021.

### **Pregnant and Parenting Students**

Rocketship recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Rocketship will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work

plans and re enrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in Rocketship if it is necessary in order for the student to be able to complete any graduation requirements, unless Rocketship determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the General Complaint Process.

This complete policy, included within this handbook, serves as annual notice of the policy.

## **SCHOOL MEALS NON-DISCRIMINATION NOTICE**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, institution participating in or administering USDA programs are Rocketship Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or  
fax: (833) 256-1665 or (202) 690-7442; or  
email: [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

Rocketship is an equal opportunity provider of student meals.

## GENERAL COMPLAINT PROCESS

Rocketship values the concerns of our parents, staff, students, and community and takes all concerns and complaints seriously. The following general complaint procedure should be employed to ensure complaints receive full consideration.

### **Informal Complaints**

Because most difficulties can be resolved by communicating a concern to someone, complainants are encouraged to discuss their concern or complaint promptly and candidly with their student's teacher, the school Principal or the school Principal's designee. However, a complainant is not required to discuss his/her complaint in any manner or for any reason prior to initiating a formal complaint.

### **Use of General Complaint Process**

Rocketship's general complaint process should be used as follows:

- To deal with complaints and concerns pertaining to the educational environment or interpersonal conflicts.
- To allege violations of state or federal law, including Title IX, or of the school's charter.

### **Who May File a Complaint**

The procedures set forth below may be used by complainants who are students, parents, or visitors. Employees should refer to the Employee Handbook for procedures specific to filing employee complaints.

### **Confidentiality**

All documentation and information related to an investigation conducted as a result of a complaint are considered confidential and are not revealed or discussed with persons not involved with the complaint or decision-making process.

### **Filing a Complaint**

Complainants may file complaints verbally or in writing, and complaints may be made in person, by phone, via email or in writing using the General Complaint Form.

Complainants should follow the process outlined below when they wish to file a formal written complaint regarding school policies, procedures and/or practices. The school will respond as outlined below.

1. Fill out a General Complaint Form, available at the school's front office. The General Complaint Form should be submitted to the school Principal within ninety (90) days of encountering the issue that is the subject of the complaint.



2. Upon receiving a completed General Complaint Form, the school Principal will notify the Title IX Compliance and Civil Rights Officer. The Title IX Compliance and Civil Rights Officer, in consultation with Legal, Compliance and others, will notify state authorities of the complaint, if appropriate and/or legally required.
3. The Principal, or his/her designee, will conduct an adequate, reliable, and impartial investigation of the complaint. This will include interviewing witnesses, obtaining any relevant documents, and allowing parties to provide evidence. The investigation will aim to be concluded within twenty (20) school days of receiving the General Complaint Form unless exceptional circumstances justify a more extended period within which to complete the investigation. The amount of additional time granted for an exceptional circumstance will be determined on a case-by-case basis.
4. The person who conducted the investigation (either the Principal or his/her designee) will prepare a final written report with a recommendation for resolving the complaint and will provide the final report to the Title IX Compliance and Civil Rights Officer. The final report will name the party bringing the complaint, describe the nature of the complaint, summarize the investigation, recommend one or more resolutions, and provide reasons for the recommended resolutions.
5. The complainant will be informed once the investigation is complete. If required by law, the complainant will be provided a copy of the final written report. If the complainant is not satisfied with the school's response, he/she may appeal to the Executive Director and/or may pursue any other appeals provided by law. Appeals to the Executive Director must be submitted in writing by the complainant within ten (10) school days of the complainant's notification of the end of the investigation.

### **Prohibition Against Retaliation**

Rocketship will not retaliate against any person who files a complaint in accordance with this Policy or against any person who participates in proceedings related to this Policy. In addition, Rocketship will not tolerate any form of retaliation against any person who makes a good faith report or complaint about perceived acts of harassment, discrimination, bullying, intimidation or other concern, or who cooperates in an investigation of such a complaint. Any person who is found to be engaging in any kind of retaliation will be subject to appropriate disciplinary action.

### **Modification**

Rocketship may approve modification of the foregoing procedures in a particular case if the modification is for good cause and does not violate the due process rights of the parties involved or any policies of Rocketship.

### **Contact Information**

The contact information for the school Principal can be found on the school's website.

Complainants also have the right to file a complaint with the Office of Civil Rights by: (1) mailing the complaint to Director, Office for Civil Rights (OCR), U.S. Department of Education, 400 Maryland Avenue, Washington, D.C. 20202-1475; (2) faxing it to 202-453-6021; or (3) filing electronically at [www.ed.gov/ocr/complaintprocess.html](http://www.ed.gov/ocr/complaintprocess.html).

### **Other Remedies**

This complaint process does not bar complainants from filing claims in other forums to the extent permitted by state and federal law.

## **TITLE IX COMPLAINT PROCESS**

Rocketship values the concerns of our parents, staff, students, and community and takes all concerns and complaints seriously. Rocketship's comprehensive Title IX Policy and Grievance Procedures may be found on Rocketship's website. The below offers a brief overview.

### **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 is conducted promptly and impartially.

### **Supportive Measures**

Once an allegation of Title IX discrimination, sex-based harassment, or retaliation has been received, the school designee and/or Title IX Compliance and Civil Rights Officer/designee will offer individualized supportive measures to ensure the safety of the parties involved and the safety of the educational environment, to restore or preserve equal access to Rocketship's education program or activity, and to provide support during the investigation and resolution process.

Examples of supportive measures include, but are not limited to, designating a staff member to serve as that complainant's "safe" person, altering the respondent/complainant's seating or schedule to reduce access between the respondent and the complainant, creating individual safety plans, and possible consultation with the school's professional mental health service providers.

### **Investigation, Determination of Responsibility and Remedies**

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The investigation will be conducted by the Title IX Compliance and Civil Rights Officer/designee in a prompt and equitable manner to remedy the alleged violation. Rocketship will use a preponderance of the evidence standard (i.e., more likely than not that harassment occurred) when resolving complaints. If the Title IX Compliance and Civil Rights Officer/ designee determines an incident of discrimination, sex-based harassment or retaliation has occurred, prompt and effective steps will be taken to end the unlawful conduct, eliminate its effects, prevent recurrence of an incident, and restore the safety of the complainant.

For additional information, please see Rocketship's Title IX Policy and Grievance Procedures available on Rocketship's website.

## TITLE I PARENT INVOLVEMENT

Parent involvement is one of the three pillars of Rocketship. We work directly with parents, helping them become leaders at home, in the school, and in their communities. Our commitment to parent engagement is reinforced through our Title I Parent Involvement Initiatives.

### Development and Review of Policy

Rocketship will take the following actions to engage parents in the joint development and review of its Title I Parent Involvement Policy:

- Gather and disseminate to parents for review the following materials: the Title I Parental Involvement Policy and the Title I school-parent compact. These materials will be disseminated to parents during one of the school's fall community meetings or at fall parent/teacher conferences.
- Written and oral input from parents will be solicited through regularly scheduled community meetings, parent/teacher conference feedback and regular written communications with parents.

Schools will distribute the Title I policy through the Parent/Student Handbook and/or at community meetings throughout the school year.

### Involvement of Parents in the Title I Program

To involve parents in the Title I program at Rocketship, the following practices have been established:

- All parents are invited to participate in the annual review of the school's Title I programs. All flyers and notices about the meetings are disseminated by classroom and school newsletters, email, calls and posted on the website. Each year the school holds at least two meetings to review, elaborate, edit, and add goals to school programs and plans. The plan may also be discussed at meetings of the School Site Council.
- Rocketship schools provide the necessary coordination, technical assistance, flexibility, and other support to assist Title I schools in planning and implementing effective parental involvement activities to improve student academic achievement and school Performance. The school will offer monthly community meetings, workshops, and additional activities for parents. The parents will vote at community meetings held either at the end of the school year (for the following year) or at the beginning of the year (for current year) to give input on the content of community meetings and any additional workshops they would like to have. Parents who cannot attend the meetings will be invited to give input through a survey, letter, email or call to their Title I teacher.
- If the schoolwide plan is not satisfactory to the parents of participating children, Rocketship shall

submit any parent comments on the plan when the school makes the plan available.

- Rocketship schools involve parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the school's Title I programs and the Title I parental involvement policy using the measures described above.
- Rocketship schools provide parents of Title I students with timely information about Title I programs through school and classroom newsletters, parent-teacher home visits, parent- teacher conferences, family events and exhibition nights, and community meetings and leadership training.
- Rocketship schools build the capacity of parents/guardians for strong parent involvement. Each school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet. Schools will also provide parents/guardians with assistance on how to monitor their children's progress and work with educators to improve the achievement of their children. The school shall ensure that this information is communicated to parents/guardians in a format and, to the extent practicable, language that the parent/guardian can understand.
- Rocketship schools provide opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children. This happens through community meetings, parent-teacher conferences, home visits, and school and classroom newsletters.
- If requested by parents, and to the extent not covered by any of the above options, Rocketship will provide opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
- Rocketship, with the assistance of its parents, will educate its teachers, school leaders and other school staff how to reach out to, communicate with and value parents as equal partners in their children's education. The school shall inform parents/guardians of the existence of parent resource centers in the state that provide training, information, and support to parent/guardians.

This policy will be updated periodically to meet changing needs of parents and the school.

### **School-Parent Compact**

Rocketship distributes to parents of all students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards.

The compact will permit parents to communicate obstacles to parental involvement and Rocketship will consider discussing available resources with parents as required and appropriate.

### **Building Capacity for Involvement**

As described above, Rocketship schools engage Title I parents in meaningful interactions with the school.

Our schools support a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices which are undertaken during regular community meetings, home visits, parent-teacher conferences, and special school events.

- Rocketship provides Title I parents with assistance in understanding the State’s academic content standards, assessments, and how to monitor and improve the achievement of their children.
- Rocketship provides Title I parents with materials and training to help them work with their children to improve their children's achievement.
- Rocketship educates staff members about the value of parent contributions, and how to work with parents as equal partners. Rocketship has a Parent Leadership team, which is tasked with building parental capacity for leadership and parent involvement.
- Rocketship involves parents of all backgrounds, including those with limited English proficiency, those with disabilities, and parents of migratory students.
- Rocketship coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
- Rocketship distributes Information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
- Rocketship provides support for parental involvement activities requested by Title I parents.

In carrying out the parent and family engagement requirements of this policy, Rocketship shall provide opportunities for the informed participation of parents and family members, including parents and family members who have limited English proficiency, parents and families who have disabilities, and parents and family members of migratory children. This includes providing information and school reports required under section 1111 of the ESEA, as amended by ESSA, in a format and, to the extent practicable, in a language such parents understand.

## **SCHOOL-PARENT COMPACT**

Rocketship has a responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state’s student academic achievement standards.

Parents/guardians will be responsible for supporting their children’s learning in a variety of ways, including but not limited to the following:

- monitoring attendance, homework completion, and television viewing;
- volunteering in the classroom, at the school, or at a school-sponsored event (not required, but

Rocketship strongly encourages the completion of 20 Parent Participation hours);

- attending school community meetings and other school events;
- participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time.

Rocketship believes in the importance of communication between teachers and parents/guardians on an ongoing basis. This shall be established by:

- Parent-teacher conferences, at least annually, during which the compact shall be discussed as it relates to the student's achievement.
- Frequent reports to parents/guardians on their children's progress.
- Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities.
- Ensuring regular two-way communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.
- Regular opportunities to attend school community meetings and other school-sponsored events.

## **ESSA PARENTS RIGHT TO KNOW**

Pursuant to Section 1112(e)(1)(A-B) of the Every Student Succeeds Act, a student's parent may request, and Rocketship will provide the parents upon request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including at a minimum the following:

- Whether the teacher has met State qualifications for grade levels and subject areas in which the teacher provides instruction;
- Whether the teacher is teaching under emergency or other professional status that the State has waived;
- Whether the teacher is teaching in the field of discipline of the certification of the teacher;
- Whether the child is provided services by paraprofessionals and if so their qualifications.

## **COPPA**

Rocketship schools use several computer software applications and web-based services, operated not by schools in our network, but by third-party vendors. We use these tools to provide students with the most effective software and web-based services for learning. In accordance with the Children's Online Privacy Protection Act (COPPA), Rocketship consents to the vendors' collection, use, and disclosure of information obtained directly from students. Rocketship gives this consent on behalf of parents.

Under COPPA, each software provider or website operator is bound to maintain the confidentiality of the information collected, and must provide parental notification and obtain parental consent before collecting personal information from children under the age of 13. The law permits schools such as ours to consent to the collection of personal information on behalf of all of its students, thereby eliminating the need for individual parental consent given directly to the web site operator. For more information on COPPA, please visit <https://www.ftc.gov/business-guidance/resources/complying-coppa-frequently-asked-questions>.

A list of the software and services used by RSED, with the privacy policy for each, can be found on our network website at: <https://www.rocketshipschools.org>.

Upon request from Rocketship, vendors must provide the school a description of the types of personal information collected; an opportunity to review a child's personal information and/or have the information deleted; and the opportunity to prevent further use or online collection of a child's personal information.

Parents retain the right to request review of their child's personal information and/or have information deleted. Parents also have the right to opt their child out of participating in educational activities that involve the collection, use, or disclosure of personal information collected from their child.

# ROCKETSHIP PUBLIC SCHOOLS

**Executive Summary  
Rocketship Education  
California Board Committee  
June 6, 2024**

<b>Agenda Item:</b> 2E.		<b>OPEN/ACTION</b>
		<b>INFORMATION</b>
	<b>X</b>	<b>CONSENT</b>
<b>Subject:</b> Recommend approval of the Title IX Policy and Grievance Procedure Approval		

**Recommendation(s):**

To comply with federal law, it is recommended the Rocketship Education California Board Committee recommend approval of the attached Title IX Policy and Grievance Procedures. These policies and procedures shall be effective for complaints alleging misconduct occurring between August 14, 2020, and July 31, 2024.

**Background:**

The Title IX Policy and Grievance Procedures, effective for complaints alleging misconduct occurring between August 14, 2020, and July 31, 2024, are included. These policies and procedures are substantially similar to the previously-approved policies and procedures; minor changes to clarify policy and streamline procedures have been made.

On April 19, 2024, the US Department of Education Office of Civil Rights (OCR) released new Title IX rules (known as the 2024 Title IX Amendments). The new Title IX rules will apply to Title IX complaints alleging misconduct occurring on/after August 1, 2024. A second Title IX Policy and Grievance Procedure, reflecting the changes established in these new Title IX rules, will be presented to the Board in August 2024 for review and approval.

According to OCR's new rules, every public school must maintain two Title IX Policies and Grievance Procedures for a period of time currently estimated to be approximately 18-24 months.

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

Each year, the Board Committee reviews and approves the Title IX Policy and Grievance Procedures, as required by federal law.

**Fiscal Impact:** N/A

**Submitted by:** Renita Thukral, Title IX Compliance and Civil Rights Officer



## TITLE IX POLICY AND GRIEVANCE PROCEDURES

(Effective for all complaints alleging misconduct occurring between August 14, 2020, and July 31, 2024)

### Sexual Harassment under Title IX

Rocketship does not discriminate on the basis of sex in the education program or activity that it operates. Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. § 106.1 *et seq.*) prohibits sex-based discrimination and harassment. In accordance with this law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, whether quid pro quo or hostile environment, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by Rocketship.

Rocketship is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Section 106 to Rocketship may be referred to the Title IX Compliance and Civil Rights Officer, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

### Definitions and Examples of Sexual Harassment:

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. Quid pro quo harassment, where an employee of the school conditions the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
2. Hostile environment harassment, which is unwelcome conduct, determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or,
3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Examples of sexual harassment may include but are not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.

- Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

Effective denial of equal access to education may be indicated by:

- an individual who has been sexually harassed skipping class to avoid a harasser;
- a decline in a student's grades;
- having difficulty concentrating in class;
- bed-wetting or crying at night due to sexual harassment; or
- withdrawing from some school activities to avoid harassment but continuing to attend school.

An individual does not need to have already suffered loss of education before being able to report sexual harassment.

The illustrations of harassment, sexual harassment, and effective denial of equal access to education above are not to be construed as an all-inclusive list under this Policy.

### **Reporting Sexual Harassment**

Reports of sexual harassment in violation of Title IX can be directed to the Title IX Compliance and Civil Rights Officer (who assumes the role of Rocketship's "Title IX Coordinator"):

Renita Thukral  
 Title IX Compliance and Civil Rights Officer  
 2001 Gateway Place, Ste. 230E  
 San Jose, CA 95110  
[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.

The Title IX Compliance and Civil Rights Officer may assign an administrative designee to fulfill part or all of the responsibilities under this Policy with respect to a specific report or complaint of sexual harassment. References to the Title IX Compliance and Civil Rights Officer in this policy should be construed to also refer to the Title IX Compliance and Civil Rights Officer's administrative designees.

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of sexual harassment prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged sexual harassment.

Any student who believes they have been subject to sexual harassment prohibited by this Policy or has witnessed such sexual harassment is encouraged to immediately report such sexual harassment to the Title IX Compliance and Civil Rights Officer. Students are expected to report all incidents of sexual harassment prohibited by this Policy and/or all other verbal or physical abuses. Any student who feels s/he is a target of sexual harassment or discrimination should immediately contact the Title IX Compliance and Civil Rights Officer, a teacher, a counselor, a staff person or a family member, so the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to Rocketship. Rocketship will respond to all oral and written reports of sexual harassment prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously.

### **Receiving and Responding to Reports of Sexual Harassment**

When a complaint or report of sexual harassment is made under this policy, the Title IX Compliance and Civil Rights Officer will: (1) confidentially contact the complainant to offer supportive measures, consider the complainant's wishes with respect to supportive measures, and inform them of the availability of supportive measures with or without filing a formal complaint; (2) explain the process for how to file a formal complaint; (3) inform the complainant that any report made in good faith will not result in discipline; and (4) respect the complainant's wishes with respect to whether to investigate unless the Title IX Compliance and Civil Rights Officer determines it is necessary to pursue the complaint in light of a health or safety concern for the community.

Rocketship has a Title IX obligation to provide all students, not just the complainant, with an educational environment that does not discriminate based on sex. Depending on the circumstances, the Title IX Compliance and Civil Rights Officer may file a formal complaint that

obligates the school to initiate an investigation regardless of the complainant's relationship with the school or interest in participating in the Title IX grievance process.

If a formal complaint is filed, Rocketship will follow the Title IX grievance process. The Title IX grievance process will be reserved only for those alleged actions that fall under the Title IX definition of sexual harassment and where a formal complaint has been filed.

Rocketship may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

All conduct not covered under the Title IX definition of sexual harassment, including sexual misconduct, will be addressed by Rocketship under the student code of conduct.

### **Supportive Measures**

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Rocketship's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Rocketship's educational environment, or deter sexual harassment.

Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

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.

If Rocketship does not provide a complainant with supportive measures, Rocketship will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit Rocketship in the future from providing additional explanations or detailing additional measures taken.

### **Emergency Removal**

Rocketship may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Rocketship's policies. Rocketship may remove the respondent from its educational program or activity on an emergency basis, in accordance with Rocketship's policies, provided that

Rocketship undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. Rocketship must continue to meet its obligations under federal disability laws, and this provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

### **The Title IX Grievance Process**

In most cases, a thorough grievance process will take no more than ninety (90) days. If the Title IX Compliance and Civil Rights Officer determines an investigation will take longer than ninety (90) days and needs to be delayed or extended due to good cause, the Title IX Compliance and Civil Rights Officer will inform the complainant and respondent of the reasons for the delay or extension and provide an estimated date the grievance process will be complete.

#### **1. Notice of the Allegations**

Upon receipt of a formal complaint of sexual harassment, the Title IX Compliance and Civil Rights Officer will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:

- a. a description of the allegations of sexual harassment at issue and, to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
- b. a statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
- c. a statement that the parties may have an advisor of their choice, who may be (but is not required to be) an attorney, and the parties may inspect and review evidence during the investigation process; and
- d. a statement that Rocketship prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

#### **2. Informal Resolution**

If a formal complaint of sexual harassment is filed, Rocketship may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility.

Informal resolution may involve agreement to pursue individual or community remedies, including targeted or broad-based educational programming or training; supported direct conversation or interaction with the respondent; mediation; indirect action by the Title IX Compliance and Civil Rights Officer; and other forms of resolution that can be tailored to the needs of the parties.

If Rocketship offers such a process, it will do the following:

a. Provide the parties with advance written notice of:

i. The allegations;

ii. The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;

iii. The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and

iv. Rocketship's informal resolution procedures, which are as follows: that no one directly involved in the grievance process or appeal process, such as the decision-maker or investigator, will be involved in the voluntary resolution process; that nothing communicated or discussed in the voluntary resolution process will be shared with those directly involved in the grievance process or appeals without the consent of the party whose communication will be shared; that Rocketship may maintain its own confidential records noting a voluntary resolution process was commenced and whether resolution was reached or not; and that, should the parties agree to a resolution, Rocketship will document the terms of the resolution for its records and the parties.

b. Obtain the parties' advance voluntary, written consent to the informal resolution process.

Rocketship will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

With the parties' consent, Rocketship has the freedom to allow the parties to choose an informal resolution mechanism that best suits their needs. If the parties agree to participate in the informal resolution process, the Title IX Compliance and Civil Rights Officer will assign a facilitator to conduct the proceedings.

With the voluntary consent of the parties, informal resolution may be used to agree upon disciplinary sanctions. Disciplinary action will only be imposed against a respondent where there is a sufficient factual foundation and both the complainant and the respondent have agreed to forego the additional procedures set forth in this school's policy and accept an agreed upon sanction.

Any person who facilitates an informal resolution will be trained and free from conflicts of interest or bias for or against either party.

At Rocketship's discretion, Rocketship may postpone commencing an investigation or suspend an ongoing investigation while the informal resolution process occurs.

### **3. Investigation**

Upon receipt of a formal complaint of sexual harassment, the Title IX Compliance and Civil Rights Officer will promptly initiate a thorough and impartial investigation.

The investigation process is as follows:

- a. The Title IX Compliance and Civil Rights Officer will assign an investigator to investigate the allegations. The investigator will not be the same person as the Title IX Compliance and Civil Rights Officer, the decision-maker or the person hearing the appeal. Rocketship shall ensure the investigator (1) has no prior knowledge of the incident under investigation and (2) does not have a conflict of interest or bias for or against the complainant or respondent.
- b. The investigator will attempt to collect all relevant information and evidence. The investigator may, among other things, interview the complainant, the respondent, and any witnesses; review law enforcement investigation documents if applicable; review relevant student or employment files (preserving confidentiality wherever necessary); and gather and examine other relevant documents, social media, and evidence. While the investigator will have the burden of gathering evidence, it is crucial that the parties present evidence and identify witnesses to the investigator so that they may be considered during the investigation.
- c. If, in the course of an investigation, Rocketship or the investigator decides to investigate allegations about the complainant or respondent that are not included in the Notice of Allegations, Rocketship must provide notice of the additional allegations to the parties whose identities are known.
- d. The investigator will not, as a general rule, consider the sexual history of a complainant or respondent. However, in limited circumstances, sexual history may be directly relevant to the investigation.
- e. A parent or legally authorized guardian is permitted to act on behalf of the complainant or respondent and exercise the rights granted to the complainant or respondent under this policy.
- f. The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to

have an advisor (who may be, but does not need to be, an attorney) of their choice present during any investigative meeting or interview.

g. The parties will not be prohibited from discussing the allegations under investigation or gathering and presenting relevant evidence.

h. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

i. Prior to completion of the final investigative report, Rocketship will send to each party and the party's advisor, if any, a copy of the draft investigative report and a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the final investigation report.

j. The investigator will complete a final investigative report that fairly summarizes relevant evidence.

k. Rocketship will send a copy of the final investigative report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility, for each party's review and written response. Each party will have the opportunity to submit written, relevant questions that a party wants asked of any party or witness. Within a reasonable amount of time, Rocketship will provide each party with written answers to these written questions, and Rocketship will provide each party the opportunity to ask additional, limited follow-up questions.

i. Rocketship may exclude submitted questions as not relevant, duplicative, or repetitive;

ii. Rocketship will exclude:

A. Questions that seek information about a party's medical, psychological, or similar records, unless the party has given written consent;

B. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.



iii. If any question is excluded, the decision-maker will explain the exclusion to the party who submitted the question.

#### **4. Dismissal of a Formal Complaint of Sexual Harassment**

If the investigation reveals the alleged harassment did not occur in Rocketship's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Rocketship policy.

Rocketship may dismiss a formal complaint of sexual harassment if:

- a. The complainant provides a written withdrawal of the complaint to the Title IX Compliance and Civil Rights Officer;
- b. The respondent is no longer employed or enrolled at Rocketship; or
- c. The specific circumstances prevent Rocketship from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.

If a formal complaint of sexual harassment or any of the claims therein are dismissed, Rocketship will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties and their advisors (if any).

#### **5. Determination of Responsibility**

The Title IX Compliance and Civil Rights Officer will assign a decision-maker to review the final investigation report and the evidence and to render findings on the allegations. The decision-maker will not be the Title IX Compliance and Civil Rights Officer, investigator, or any individual who may have prior knowledge of the incident under investigation or who may have a conflict of interest. Rocketship will ensure all decision-makers do not have a bias for or against complainants or respondents.

The standard of evidence used to determine responsibility is the preponderance of the evidence standard. Under the preponderance of the evidence standard, the decision-maker must determine whether the alleged facts are more likely than not to be true.

Rocketship will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:

- the allegations in the formal complaint of sexual harassment;
- all procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- the findings of facts supporting the determination;

- the conclusions about the application of Rocketship’s code of conduct, Rocketship’s policies and all pertinent federal and state laws to the facts;
- a statement of, and rationale for, the result as to each allegation, including determination regarding responsibility;
- any disciplinary sanctions Rocketship imposes on the respondent, and whether remedies designed to restore or preserve equal access to the Rocketship’s education program or activity will be provided to the complainant; and,
- the procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that Rocketship provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **6. Title IX Right of Appeal**

The Title IX Compliance and Civil Rights Officer will assign a person to handle the appeal. The person handling the appeal will not be the Title IX Compliance and Civil Rights Officer, investigator, decision-maker or any individual who may have prior knowledge of the incident under investigation or who may have a conflict of interest. Rocketship will ensure all persons handling appeals do not have a bias for or against complainants or respondents.

Each party may appeal (1) the dismissal of a formal complaint or any included allegations and/or (2) a determination regarding responsibility. To appeal, a party must submit their written appeal within five (5) business days of being notified of the decision. The written appeal should be submitted to the person who will handle the appeal, and the written appeal should include the grounds for the appeal.

Permissible grounds for appeal are:

- procedural irregularity that affected the outcome of the matter;
- new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made and that could affect the outcome of the matter;
- the Title IX Compliance and Civil Rights Officer, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against an individual party, or for or against complainants or respondents in general, that affected the outcome of the matter.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- the complainant and the respondent shall have the same appeal rights and Rocketship will implement appeal procedures equally for both parties;
- Rocketship will notify the other party in writing when an appeal is filed;
- the person handling the appeal will:
  - give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
  - issue a written decision describing the result of the appeal and the rationale for the result; and,
  - provide the written decision simultaneously to both parties.
- the submission of an appeal stays any sanctions for the pendency of an appeal.

### **7. Title IX Sanctions and Remedies**

Rocketship will take reasonable steps to address any violations of this Policy and to restore or preserve equal access to the school's education programs or activities.

If a respondent is found responsible for the prohibited behavior as alleged, sanctions are based on the severity and circumstances of the behavior. Disciplinary actions or consequences can range from a conference with the respondent and a school official through suspension or expulsion. When a respondent is found responsible for the prohibited behavior as alleged, remedies must be provided to the complainant. Remedies are designed to maintain the complainant's equal access to education and may include supportive measures or remedies that are punitive or would pose a burden to the respondent.

If Rocketship does not provide a complainant with supportive measures, Rocketship will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit Rocketship in the future from providing additional explanations or detailing additional measures taken.

The Title IX Compliance and Civil Rights Officer is responsible for effective implementation of any remedies ordered by Rocketship in response to a formal complaint of sexual harassment.

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Rocketship or termination of employment.

## **8. Training**

Rocketship will ensure the Title IX Compliance and Civil Rights Officer, investigators, decision-makers, any person who handles appeals, and any person who facilitates an informal resolution process receive training on the definition of sexual harassment, how to conduct an investigation and grievance process (including appeals and informal resolution processes), and how to serve impartially (including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias).

Rocketship will ensure investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. Rocketship will ensure decision-makers receive training on evaluating evidence under the preponderance of the evidence standard and on issues of relevance. Any materials used to train Title IX Coordinators, investigators, decision-makers, any person who handles appeals, and any person who facilitates an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

## **9. Recordkeeping**

All records related to any investigation of a formal complaint of sexual harassment under this Policy are maintained in a secure location.

Rocketship will maintain the following records for at least seven (7) years:

- records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- records of any appeal of a formal sexual harassment complaint and the results of that appeal;
- records of any informal resolution of a sexual harassment complaint and the results of that informal resolution;
- all materials used to train the Title IX Compliance and Civil Rights Officer, investigators, decision-makers, any person who handles appeals and any person who facilitates an informal resolution process; and,
- records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

2024-25 Rocketship California Board Committee Calendar			
Day	Date	Time	Location
Thursday	8/22/2024	4pm-6pm PT	2001 Gateway Place, Suite 230E San Jose, CA 95110
Thursday	10/3/2024	4pm-6pm PT	2001 Gateway Place, Suite 230E San Jose, CA 95110
Thursday	1/16/2025	4pm-6pm PT	2001 Gateway Place, Suite 230E San Jose, CA 95110
Thursday	3/13/2025	4pm-6pm PT	2001 Gateway Place, Suite 230E San Jose, CA 95110
Thursday	5/8/2025	4pm-6pm PT	2001 Gateway Place, Suite 230E San Jose, CA 95110
Thursday	6/5/2025	4pm-6pm PT	2001 Gateway Place, Suite 230E San Jose, CA 95110

# Q4 Rocketship Public Schools CA Board Committee Meeting

June 6, 2024



# Agenda

## 1. Opening Items

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

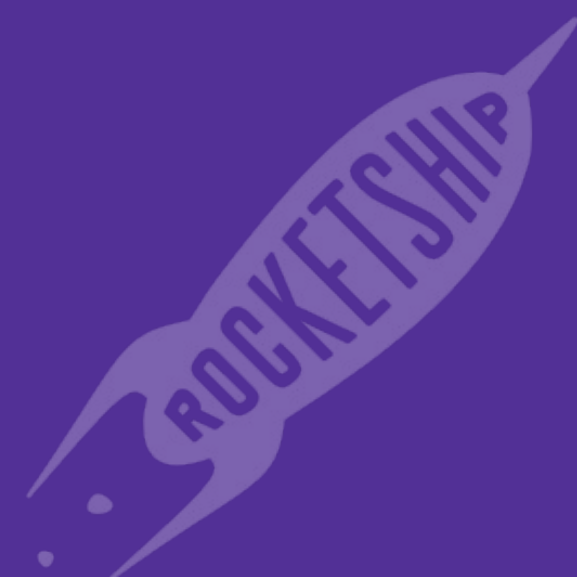
## 2. Consent Items

- A.** Approve minutes from March 28, 2024 CA Board Committee meeting
- B.** Recommend approval of the 2024-25 Instructional Calendar to the Rocketship Board of Directors
- C.** Recommend approval of the 2024-25 Employee Handbook to the Rocketship Public Schools Board of Directors
- D.** Recommend approval of the 2024-25 California Family Handbook to the Rocketship Public Schools Board of Directors
- E.** Recommend approval of the Title IX Policy Update to the Rocketship Public Schools Board of Directors
- F.** Recommend approval of the California Board Committee meeting calendar to the Rocketship Public Schools Board of Directors

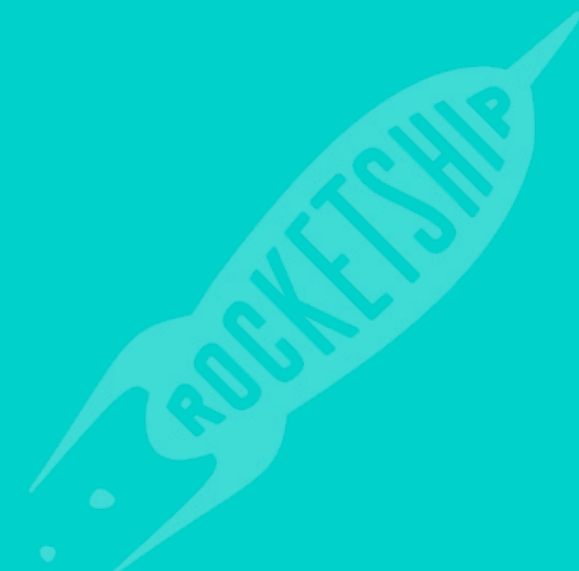
## 3. Agenda Items

- A.** Executive Director Update
- B.** Review and Recommend Approval of 2024-2025 Annual Plan and Budget, including all Rocketship CA school-level budgets
- C.** Review and Recommend Approval of Local Control Accountability Plans (LCAPs) for all CA Rocketship schools
- D.** Review and Recommend Approval of CA School Dashboard 2023-24 Local Indicator Data
- E.** EOY Achievement & 24-25 Curriculum Update
- F.** Spring Family Survey Results
- G.** Staff and Student Intent to Return Update
- H.** After School Program Update

## 4. Adjourn



Public Comment



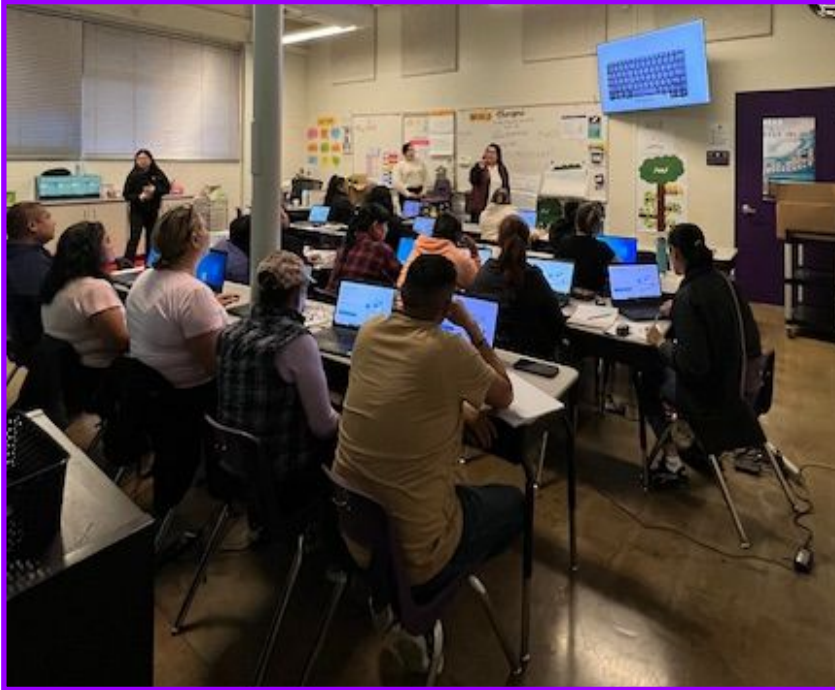




# Executive Director Update



## Mission Moment



## Rocketship Parent University



A partnership with the Hispanic Foundation to provide learning opportunities for over 200 families to cover topics including parent & school partnership and digital literacy.

# Explore, Engage, Excel: Thank you!



# 24-25 Meal Vendor Update



## Chefables

Redwood City | Mateo Sheedy | Alma | Mosaic | Rising Stars | Spark

## Lunch Masters

Delta Prep | Futuro | Discovery Prep | Los Sueños | Sí Se Puede | Fuerza | Brilliant Minds

# Strategic Planning Update

**ROCKETSHIP**  
PUBLIC SCHOOLS

Instagram icon | LinkedIn icon | Twitter icon | Facebook icon

## Presenting California's 5-Year Strategic Initiatives

*Executive Director Update*



[Watch my video message](#) for an update on our CA strategic planning process. After meeting with the CA Regional Strategic Advisory board comprised of teachers, school leaders, NeST, and the CA Board, I am excited to share our new initiatives that will guide our work over the next five years.

**Quality Schools**  
*55% Rocketeers on track for success to and through college*

Elevate Model

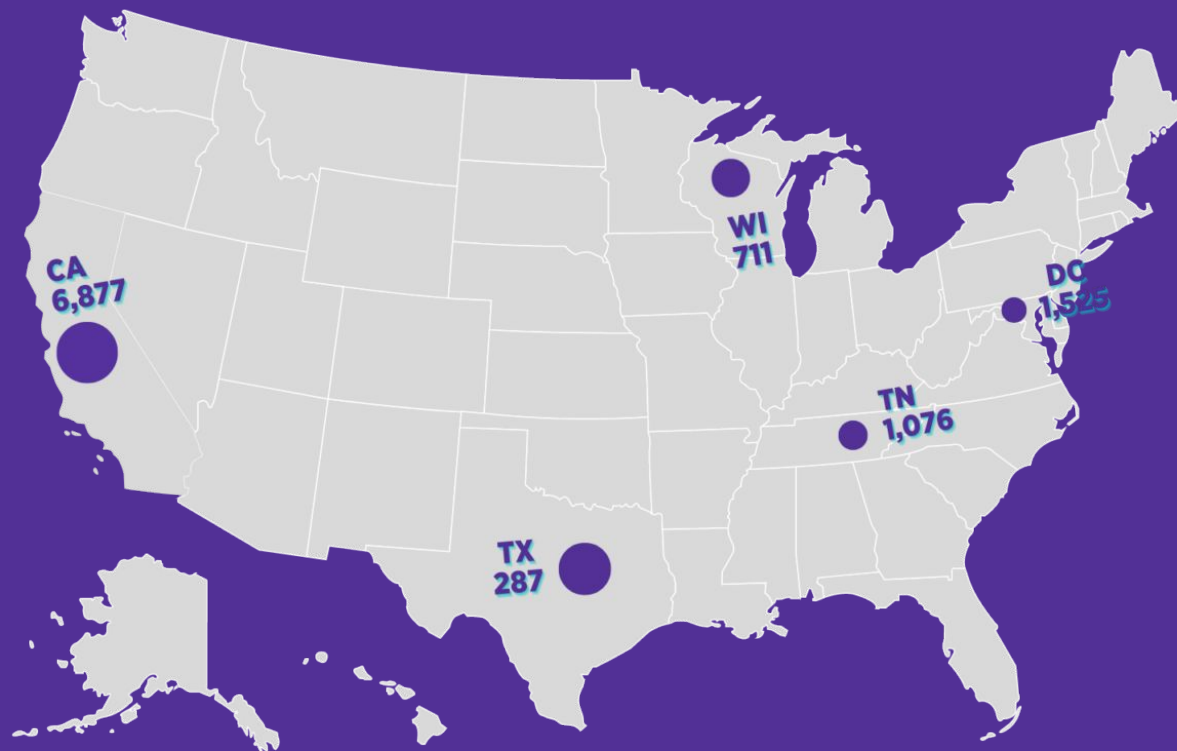
Master Teacher Program

**Scaled Impact**  
*44,000 Lifetime Rocketeers*

Pre-School

Enhance Afterschool Programming (Rocketship+)

# 24-25 CA Regional Vision





**Revolutionizing  
education today  
to catalyze a  
more just  
tomorrow**



# 24-25 Annual Plan

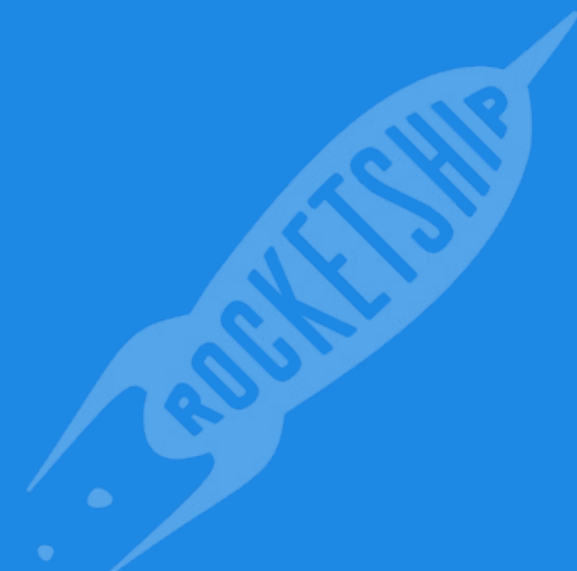
Lag Measure	Lever/ Enabler	Priority Name	Strategic Activities	Lead Measures
<p>43% above 67th on Math NWEA</p> <p>40% above 67th on Reading NWEA</p>	Quality Schools	Deepen Family Relationships	<ul style="list-style-type: none"> <li>● <b>Family Communication:</b> Develop all school staff into strong Parent Square users through trainings that increase meaningful family communication and accelerate student achievement</li> <li>● <b>Partnership in Academics:</b> Realign and execute family partnership event SSM and resources to strengthen relationships with all SLs and accelerate student achievement.</li> <li>● <b>Attendance:</b> Refine and implement attendance communication and family meetings to improve attendance and reduce chronic absenteeism</li> </ul>	<p>% attendance at family engagement in-person events</p> <p>% of schools meeting 94%+ ADA weekly</p>
		Elevate the Model	<ul style="list-style-type: none"> <li>● <b>Small Group Instruction:</b> Revise and implement instructional model for SGI in order to better personalize our instructional approach</li> <li>● <b>Content Coaching:</b> Refine and implement coaching core structures and tools for content module launches, itmc, DAMs and to accelerate teacher development</li> <li>● <b>Rocketship Reads:</b> Foster a deeper love of reading by defining and implementing core practices meaningful practice and access to text</li> </ul>	<p>% of students mastering: STEM module, CKLA unit, Close Reading</p> <p>% of instructional staff meeting weekly coaching goal</p>
1,000 families and staff are engaged in the renewal process to yield positive renewal decisions this year and beyond.	Community Power	Revolutionize family and staff engagement in our movement	<ul style="list-style-type: none"> <li>● <b>Renewal Playbook:</b> Generate standard operating procedures (playbook) to engage staff and families to yield positive renewal decision</li> <li>● <b>Renewal Trainings:</b> Design and facilitate school and nest staff renewal trainings to invest staff in the charter movement and engage in ongoing renewals.</li> <li>● <b>CLOC SSM:</b> Develop and implement CLOC scope and sequence to ensure family and staff leaders are aligned on the renewal process.</li> <li>● <b>EA Development.:</b> Lead onboarding and ongoing development for new EA team to foster champions for our movement throughout California</li> </ul>	<p># Renewal RSVPs for Hearing &amp; Vote</p> <p># of families and staff leaders that attend CLOC and research meetings</p>

# 24-25 Annual Plan

Lag Measure	Lever/ Enabler	Priority Name	Strategic Activities	Lead Measures
97% enrollment to Campus Target	Scaled Impact	Strengthen enrollment system implementation	<ul style="list-style-type: none"> <li>● <b>Systematizing Data Entry.</b> Onboard, train, and monitor enrollment paperwork campus team to support with expediting enrollment data entry</li> <li>● <b>OM/P Enrollment Meetings.</b> Redesign OM/P 1:1 structure and tools to monitor/follow-up on progress and create high leverage actions towards campus targets</li> <li>● <b>OM/P Cluster Meetings.</b> Create and implement OM/P cluster enrollment meetings to improve collaboration towards reaching campus target and attendance</li> <li>● <b>All Hands in Recruitment.</b> Develop family ambassadors and staff into strong RPS recruiters through trainings that will expand our outreach across communities</li> </ul>	<ul style="list-style-type: none"> <li>● # of SLs independently reporting high quality action steps weekly to achieve campus target</li> <li>● # of schools with 80% Conversion Rate</li> <li>● % of students moving through enrollment funnel</li> </ul>
Increase our eNPS from -2.5 to 6	Culture of Excellence & Belonging	Fortify a climate of trust and teamwork	<ul style="list-style-type: none"> <li>● <b>Elevate 1:1s:</b> Refine and implement core coaching structures and tools that integrate DEI practices to advance a sense of shared ownership over outcomes</li> <li>● <b>Deepen Coaching:</b> Enhance the professional development of regional managers and school leaders in adaptive leadership, soft skills, and career planning, incorporating a DEI perspective to strengthen human connections in coaching relationships.</li> <li>● <b>Responding to Feedback:</b> Establish a systematic communication plan for the CA Executive team and School Leaders to address feedback and to improve transparency in how feedback is processed and acted upon.</li> <li>● <b>CA NeST-SL Collaboration:</b> Define and implement clear CA NeST-SL collaboration structures and tools to strengthen relationships and enhance collective impact on student outcomes.</li> </ul>	<ul style="list-style-type: none"> <li>● # of 1:1s held each week</li> <li>● # of staff enrolled in regional leadership programs</li> <li>● % of our GE/ISE teachers who identify as Latino-o/Hispanic, Black or African American, and Asian CA staff retained month to month</li> </ul>



Review and Recommend Approval:  
Rocketship 2024-2025 annual plan and  
budget, including all school-level budgets



# FY24 Q3 California Reforecast

The CA forecast shows a CINA of \$5.6M which is \$2.2M higher than budgeted.

CA Schools & Regional NeST	Q3 Forecast			Aug Budget			
(\$000)	Total Schools	CA NeST	Total	Total Schools	CA NeST	Total	Variance
<b>Enrollment</b>	<b>6,348</b>	<b>0</b>	<b>6,348</b>	<b>6,366</b>	<b>0</b>	<b>6,366</b>	<b>-18</b>
Federal Revenue	15,480		15,480	15,677		15,677	(197)
State	123,855		123,855	121,199		121,199	2,656
Other Local Revenues	167		167	86		86	82
Int Transfers/Network Support Fee		6,345	6,345		6,442	6,442	(97)
Grants and Fundraising	200	41	241				241
<b>Total Revenues</b>	<b>139,701</b>	<b>6,386</b>	<b>146,088</b>	<b>136,961</b>	<b>6,442</b>	<b>143,403</b>	<b>2,685</b>
Certificated Salaries	29,428	321	29,749	32,226	4,119	36,345	6,596
Classified Salaries	19,528	2,151	21,679	20,360	(1,368)	18,992	(2,687)
Employee Benefits	14,065	563	14,628	15,117	517	15,633	1,005
Books and Supplies	6,850	398	7,247	6,528	243	6,771	(476)
Food Services	5,138	42	5,179	4,665	39	4,704	(475)
Operating and Housekeeping	3,133	5	3,138	2,865	9	2,874	(264)
Professional Services	21,021	981	22,001	17,713	667	18,380	(3,621)
Other Operating Expenses	2,243	467	2,710	1,695	484	2,179	(531)
Facility Fee	10,105		10,105	9,586		9,586	(519)
Leases and Repairs	2,786	429	3,216	3,041	379	3,420	205
Network Support Fee	19,317		19,317	19,325		19,325	8
Miscellaneous Expenses	788	700	1,488	1,068	700	1,768	280
<b>Total Expenses</b>	<b>134,402</b>	<b>6,056</b>	<b>140,458</b>	<b>134,189</b>	<b>5,789</b>	<b>139,978</b>	<b>(480)</b>
<b>CINA</b>	<b>5,300</b>	<b>330</b>	<b>5,630</b>	<b>2,773</b>	<b>652</b>	<b>3,425</b>	<b>2,205</b>

- Driven mainly by Revenue from higher than budgeted Enrollment and Attendance Rates
  - Budget ADA Rate = 89% of Enrollment Target | Q3 Forecast ADA Rate = 93% of Enrollment Target
- Expenses are projected to be \$480K higher than budgeted. There are significant shifts in expenditures. Compensation is projected to be almost \$5M lower than budgeted, partially offset by professional services (Consultants), which are projected to be \$3.6M higher than budgeted.



# FY24 Q3 California Reforecast - by school

All schools are projected to finish the year with positive or close to break-even CINAs.

CA Schools	FY24 Year-End Projection (Q3 Forecast)													Total CA
(\$000)	RMS	RSSP	RLS	ROMO	RDP	RBM	RSA	RSK	RFZ	RRWC	RRS	RFA	RDL	Schools
<b>Enrollment</b>	<b>485</b>	<b>300</b>	<b>356</b>	<b>561</b>	<b>406</b>	<b>482</b>	<b>530</b>	<b>544</b>	<b>538</b>	<b>305</b>	<b>612</b>	<b>648</b>	<b>581</b>	<b>6,348</b>
Federal Revenue	1,312	1,208	1,125	1,208	1,239	1,673	868	1,187	1,463	1,130	1,233	1,162	671	15,480
State	9,105	6,694	7,651	11,308	8,131	10,102	9,838	10,521	11,173	5,540	12,221	10,791	10,781	123,855
Other Local Revenues	36	7	3	1				23		67	17	1	12	167
Int Transfers/Network Support Fee														
Grants and Fundraising		48	8	13		39	9	28	2		8		44	200
<b>Total Revenues</b>	<b>10,453</b>	<b>7,958</b>	<b>8,788</b>	<b>12,529</b>	<b>9,370</b>	<b>11,814</b>	<b>10,716</b>	<b>11,759</b>	<b>12,639</b>	<b>6,737</b>	<b>13,479</b>	<b>11,953</b>	<b>11,508</b>	<b>139,701</b>
Certificated Salaries	2,240	1,651	2,064	2,832	1,964	2,679	2,472	2,455	2,227	1,526	2,391	2,712	2,213	29,428
Classified Salaries	1,429	1,142	1,156	2,115	1,275	1,462	1,460	1,769	1,633	995	1,752	1,741	1,593	19,521
Employee Benefits	1,068	810	910	1,402	951	1,213	1,131	1,217	1,096	730	1,165	1,263	1,110	14,065
Books and Supplies	685	396	408	463	461	475	486	577	531	480	615	691	560	6,828
Food Services	415	303	270	463	350	479	426	488	438	292	405	421	387	5,138
Operating and Housekeeping	263	250	190	216	199	288	272	196	303	166	267	269	254	3,133
Professional Services	1,544	1,009	825	1,413	1,294	1,658	1,598	1,350	2,409	909	2,468	2,222	2,207	20,905
Other Operating Expenses	249	160	121	165	140	156	163	174	157	184	172	210	191	2,243
Facility Fee	899	622	876	886	762	853	731	912	1,109	22	895	409	1,128	10,105
Leases and Repairs	195	170	183	259	193	207	212	209	289	127	263	257	222	2,786
Network Support Fee	1,436	1,084	1,206	1,739	1,277	1,623	1,476	1,641	1,761	903	1,897	1,668	1,605	19,317
Miscellaneous Expenses	62	60	213	108	57	92	56	54	66	29	60	46	29	933
<b>Total Expenses</b>	<b>10,485</b>	<b>7,657</b>	<b>8,421</b>	<b>12,061</b>	<b>8,922</b>	<b>11,187</b>	<b>10,483</b>	<b>11,041</b>	<b>12,020</b>	<b>6,363</b>	<b>12,351</b>	<b>11,910</b>	<b>11,500</b>	<b>134,402</b>
<b>CINA</b>	<b>(32)</b>	<b>301</b>	<b>367</b>	<b>468</b>	<b>448</b>	<b>627</b>	<b>233</b>	<b>717</b>	<b>619</b>	<b>374</b>	<b>1,128</b>	<b>43</b>	<b>7</b>	<b>5,300</b>



# Regional Budgeting Process Overview

- Regional budgets are fully developed and being cleaned up for board presentation.
- Regional leadership teams and national FP&A team have been closely engaged on verifying enrollment, staffing, and expense assumptions.
- In general - we are dealing with significant reductions in federal revenue, resulting in expense controls and enrollment management becoming more important than ever.
  - **Regional teams have been incredible partners in making significant trade offs and reductions, while also being innovative in how to navigate the reductions in ESSER funding**
- Several regions are committing to non-compensation expense reductions that will have to be lived out all year long to become reality.
- We will continue verifying assumptions and working with regions to finalize trade-offs ahead of presenting budgets to regional/national boards at the May board meeting cycle.
- This environment returns us to a reality more similar to pre-COVID where enrollment and attendance are critical and thus top priorities currently as a network with significant work for us to still realize, most especially in recruitment/enrollment for the 2024.25 school year



# California FY25 Budget Process



# California Budget Summary

- As a region, California is planning for \$2mm less in overall revenue than the FY24 budget, using increased planned enrollment to partially offset reduced federal dollars.
- The reduction in facility fee is an artifact of lease accounting, not a change in underlying costs.
- After overspending its professional services budget n 23-24, the region is committed to reducing the cost of contracted substitutes and special education consultants.

Total CA Region (\$000)	FY24 Budget Total	Q3 Forecast Total	FY25 Budget Total	FY25 v FY24 Variance	FY25 v Fcst Variance
<b>Enrollment</b>	<b>6,366</b>	<b>6,348</b>	<b>6658</b>	<b>292</b>	<b>292</b>
Federal Revenue	15,677	15,480	7,737	(7,940)	(7,743)
State	121,199	123,855	126,982	5,784	3,127
Other Local Revenues	86	167	15	(71)	(152)
Int Transfers/Network Support Fee	6,442	6,345	6,267	(175)	(78)
Grants and Fundraising		241			(241)
<b>Total Revenues</b>	<b>143,403</b>	<b>146,088</b>	<b>141,001</b>	<b>(2,402)</b>	<b>(5,087)</b>
Certificated Salaries	36,345	29,749	29,500	6,845	249
Classified Salaries	18,992	21,679	20,983	(1,991)	697
Employee Benefits	15,633	14,628	15,303	330	(675)
Books and Supplies	6,771	7,247	5,953	819	1,294
Food Services	4,704	5,179	5,231	(527)	(52)
Operating and Housekeeping	2,874	3,138	3,114	(241)	24
Professional Services	18,380	22,001	18,015	365	3,986
Other Operating Expenses	2,179	2,710	2,577	(398)	133
Facility Fee	9,586	10,105	10,106	(520)	(1)
Leases and Repairs	3,420	3,216	2,875	545	340
Network Support Fee	19,325	19,317	18,801	524	516
Miscellaneous Expenses	1,768	1,488	3,923	(2,155)	(2,435)
<b>Total Expenses</b>	<b>139,978</b>	<b>140,458</b>	<b>136,382</b>	<b>3,596</b>	<b>4,076</b>
<b>CINA</b>	<b>3,425</b>	<b>5,630</b>	<b>4,619</b>	<b>1,194</b>	<b>(1,011)</b>



# California School-Level Budget Summary

Total CA Region	FY25 Budget													Total CA Schools	CA Nest	Total CA Region
(\$000)	RMS	RSSP	RLS	ROMO	RDP	RBM	RSA	RSK	RFZ	RWC	RRS	RFA	RDL			
<b>Enrollment</b>	<b>514</b>	<b>321</b>	<b>369</b>	<b>600</b>	<b>426</b>	<b>520</b>	<b>550</b>	<b>570</b>	<b>573</b>	<b>306</b>	<b>620</b>	<b>660</b>	<b>620</b>	<b>6,658</b>	<b>0</b>	<b>6,658</b>
Federal Revenue	604	469	480	657	561	721	653	570	699	425	611	674	612	7,736		7,736
State	9,684	6,693	7,912	11,818	8,064	10,872	9,798	10,679	11,646	5,501	12,087	10,888	11,719	127,361		127,361
Other Local Revenues	1	8	1								1	1	2	14		14
Int Transfers/Network Support Fee															6,267	6,267
Grants and Fundraising																
<b>Total Revenues</b>	<b>10,289</b>	<b>7,170</b>	<b>8,393</b>	<b>12,475</b>	<b>8,625</b>	<b>11,593</b>	<b>10,451</b>	<b>11,249</b>	<b>12,345</b>	<b>5,926</b>	<b>12,699</b>	<b>11,563</b>	<b>12,333</b>	<b>135,111</b>	<b>6,267</b>	<b>141,378</b>
Certificated Salaries	2,295	1,398	1,868	2,528	2,036	2,645	2,539	2,551	2,372	1,425	2,448	2,745	2,651	29,501		29,501
Classified Salaries	1,408	1,104	1,055	1,829	1,246	1,565	1,374	1,370	1,709	1,094	1,803	1,741	1,597	18,895	2,089	20,984
Employee Benefits	1,133	757	889	1,298	1,043	1,309	1,198	1,232	1,256	736	1,284	1,355	1,334	14,824	482	15,306
Books and Supplies	534	279	327	427	328	434	458	437	431	328	514	695	445	5,637	316	5,953
Food Services	414	301	265	469	407	493	418	490	449	279	386	411	396	5,178	52	5,230
Operating and Housekeeping	277	230	197	208	181	300	266	202	274	168	277	282	251	3,113	1	3,114
Professional Services	1,474	814	917	1,359	1,120	1,298	1,286	1,303	1,482	847	1,467	1,850	1,644	16,861	872	17,733
Other Operating Expenses	246	104	118	161	121	145	150	163	147	129	161	215	185	2,045	531	2,576
Facility Fee	886	622	881	886	766	853	731	912	1,109	22	895	409	1,134	10,106		10,106
Leases and Repairs	182	116	168	241	197	194	195	195	276	43	236	229	206	2,478	397	2,875
Network Support Fee	1,431	993	1,179	1,735	1,179	1,609	1,441	1,572	1,741	813	1,798	1,620	1,747	18,858		18,858
Miscellaneous Expenses	0	451	503	604	0	457	110	321	267	19	610	0	480	3,822	700	4,522
<b>Total Expenses</b>	<b>10,280</b>	<b>7,169</b>	<b>8,367</b>	<b>11,745</b>	<b>8,624</b>	<b>11,302</b>	<b>10,166</b>	<b>10,748</b>	<b>11,513</b>	<b>5,903</b>	<b>11,879</b>	<b>11,552</b>	<b>12,070</b>	<b>131,318</b>	<b>5,440</b>	<b>136,758</b>
<b>CINA</b>	<b>9</b>	<b>1</b>	<b>26</b>	<b>730</b>	<b>1</b>	<b>291</b>	<b>285</b>	<b>501</b>	<b>832</b>	<b>23</b>	<b>820</b>	<b>11</b>	<b>263</b>	<b>3,793</b>	<b>827</b>	<b>4,620</b>

- All of the California schools are (barely) budgeting CINA positive (RSSP is a minor formula error), though 6 are within a \$100,000 margin.
- The national obligated group bond covenant schools have a collective CINA of \$1.55mm (\$1mm in excess of their required lease coverage).
- Upside for the schools in the form of increased use of multi-year restricted funds.



# Regional Budgeting Big Risk #1: Enrollment

## What's the risk:

- If the CA region continues to perform at historical average for the next three months, we will fall short of our ambitious enrollment goals. Currently forecasting a modest growth (~300) in enrollment from 23-24. Regions need to outperform historical average for summer applications and enrollments to reach goal.

## What can we do:

- If regions are not tracking towards enrollment goals by the end of the school year (~6/15), we will revise targets and expenses ahead of our usual August budget update process.

	Campus Targets (Grade-Level Max)	Budget Target	Enrollment as of May 14 (Projected Returners + New Enrollment)	Pipeline as of May 14 (50% of all accepted offers) <a href="#">Source</a>	Enrollment Yield Projections (average enrollments per week - based on the last 4 weeks)	(Very Rough) Projected Enrollment (Current Enrollment + Pipeline + Enrollment Projections)	Gap to Budget Target	Gap to Campus Target
CA	6,952	6,658	5,395	166	690	6,251	-407	-701



# Regional Budgeting Big Risk #2: Expense Management

## What's the risk:

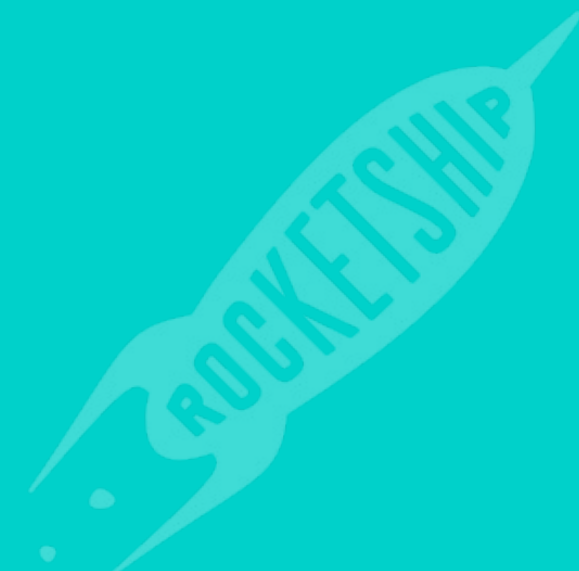
- Several regions have set targets of reducing non-compensation spending as a method of balancing budgets without dropping staff.
- While in some cases those targets are driven by specific changes in service or purchasing (eg cleaning contract, reduction in curriculum costs), in other cases, spending targets are more variable and require tight financial oversight (eg reducing substitutes by nearly 50% while also managing teacher absences).

## What can we do:

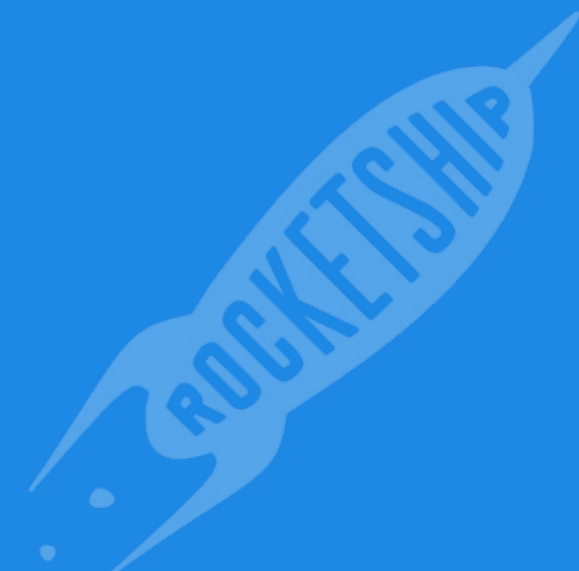
- National finance team should commit to providing leaders with simple, quick expense dashboards to monitor progress towards budget goals, as well as support regions in making specific plans around reducing big ticket items (e.g. substitutes, special ed contractors, food service)



# Review and Recommend Approval: Local Control Accountability Plans (LCAPs) for all CA Rocketship Schools



# Local Control Accountability Plan (LCAP) Public Hearing



# Agenda

1. Overview of Requirements
2. Budget Overview for Parents
3. 2023-24 LCAP Annual Update
4. 2023-24 Progress toward LCAP Goals (LCAP Outcomes)
5. 2024-25 LCAP
6. Educational Partner Input

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# Local Control Accountability Plan (LCAP)

## What is it?

A comprehensive state plan required of districts and charter schools that details key goals, actions, and budgeted expenditures.

## Focus Area

Explaining how additional funds for higher need student groups (*Low Income, English Learner, and Foster Youth*) are utilized.

# 2024-25 LCAP Components

- Budget Overview for Parents
- 23-24 Annual Update
  - Goals, Metrics
  - Goal Analysis
- 24-25 LCAP
  - General Information
  - Reflections
  - Engaging Educational Partners
  - Goals
  - Measuring and Reporting Results
  - Actions (Description & Funds)
- Increased or Improved Services
- Action Tables
  - 23-24 Annual Update Tables
  - 24-25 Action Tables

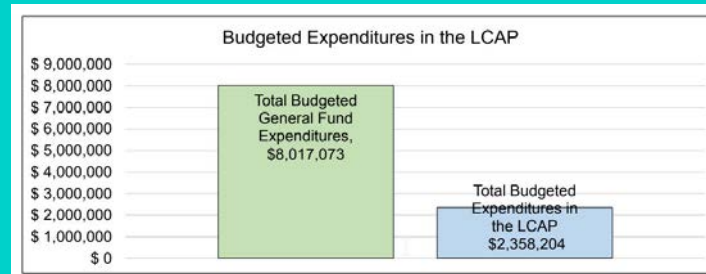




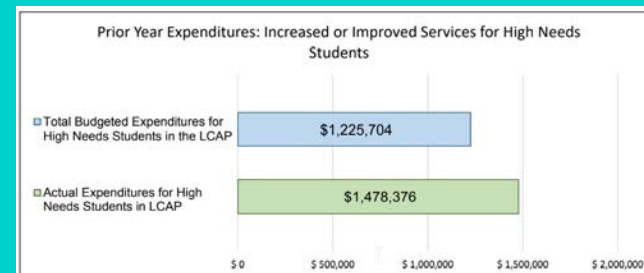
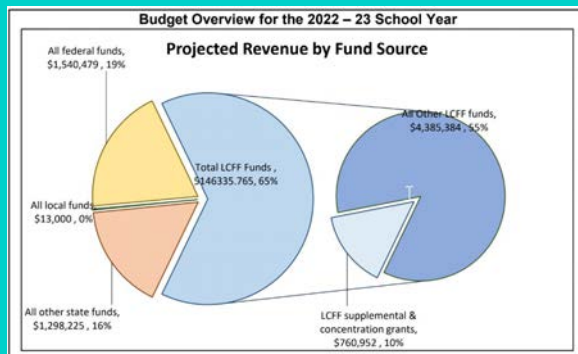
# Budget Overview for Parents

A concise summary of revenues and expenditures for prior and upcoming year.

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Each LCAP has in the first three pages a high level summary of 24-25 projected revenue & LCAP budget, plus 23-24 use of Supplemental/Concentration funds.



2023-24  
LCAP  
Annual  
Update

Outcomes  
Goal Analysis  
Changes

---

# 23-24 LCAP Goals

<b>1</b>	Improve Rocketeers' proficiency in key content areas, overall and for key subgroups
<b>2</b>	Rocketeers will have access to Common Core standards aligned curriculum across a broad array of content areas taught by appropriately assigned, highly qualified teachers
<b>3</b>	School environment will be safe and welcoming for all students
<b>4</b>	Rocketship students will become self-motivated, competent, and lifelong learners and will develop a deep love of learning.
<b>5</b>	Rocketship parents are engaged in their students' education

# LCAP Goal 1

Improve Rocketeers' proficiency in key content areas, overall and for key subgroups

Successes	Challenges	Effectiveness	Changes 24-25
Math and Reading Curriculum adoption implementation.	Continuing to personalize instruction while using external curriculum.	Somewhat Effective	Moved 1.1 Curriculum action to Goal 2 for better alignment.
SPED—gathering cross-discipline/provider aligned recommendations for students to give all providers a full picture of student needs.	Need for cross discipline/team assessment calendars to align all providers on same date.		Changed Love of Reading to Rocketship Reads.
Designated ELD happening with fidelity and higher quality than ever before.	Universal Strategies rollout for Integrated ELD was not strong—need to either revisit or return to GLAD strategies—under consideration.		

# LCAP Goal 2

Rocketeers will have access to Common Core standards aligned curriculum across a broad array of content areas taught by appropriately assigned, highly qualified teachers

Successes	Challenges	Effectiveness	Changes 24-25
P.D. supported implementation of new curriculum.	Differentiating p.d. On new curriculum for teachers, given it was new for all.	Highly Effective	Combined Assessment and Data Days actions into Data Driven Instructional Practices
Strong proctoring of ELPAC tests—due to strong retention & enhanced training.	Adapting some reporting structures with new curriculum.		
Data analysis led to gains in % of students on track in reading levels & increases in end of unit module assessments	mClass, new reading assessment, tracks major skills but doesn't give specifics to the letter, so we had to supplement reading assessment.		
Leadership Development p.d. And core block coaching look-fors.	Adjusting teachers' intellectual prep structures to account for teachers' increased need for time to internalize new curriculum.		

# LCAP Goal 3

School environment will be safe and welcoming for all students

Successes	Challenges	Effectiveness	Changes 24-25
<p>Internal metrics show Operations improved significantly this year. Highlights include improvements in safety, joy, and efficiency at recess.</p>	<p>Traffic safety at dropoff and pickup for some schools, particularly RFZ and RSA.</p>	<p>Effective</p>	<p>Restructuring actions to: combine BOM and Ops Specialist roles in an Ops staffing action.</p>
<p>Variety of successful safety and facility upgrades.</p>	<p>Some staffing challenges.</p>		<p>Combine janitorial with maintenance in one action.</p>
			<p>3.3 will become Safety Trainings. 3.4 will become School-wide Ops Systems and Routines.</p>

# LCAP Goal 4

Rocketship students will become self-motivated, competent, and lifelong learners and will develop a deep love of learning.

Successes	Challenges	Effectiveness	Changes 24-25
Every 4th/5th cohort attended science camp this year.	Some sites had lower than 80% attendance at science camp.	Somewhat Effective	Field Trips to become Outdoor Education and Community Experiences
Care Corps expanded reach to 3 times as many families served.	High emotional toll on staff when community partners have insufficient resources to help our families—with housing and other needs.		
	Some enrichment staffing issues, particularly science.		

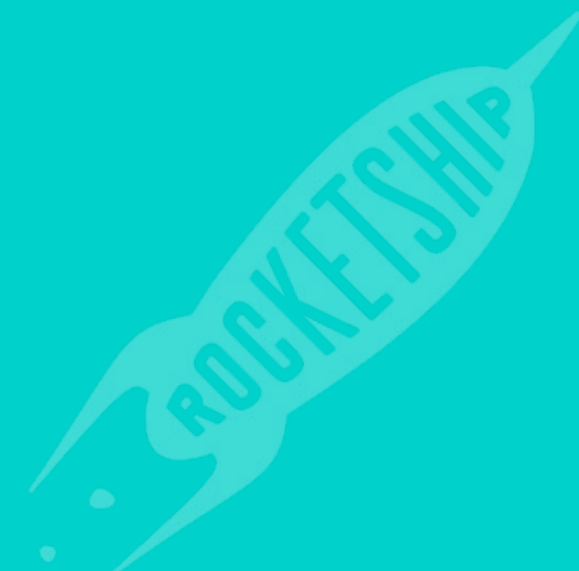


# LCAP Goal 5

Rocketship parents are engaged in their students' education

Successes	Challenges	Effective-ness	Changes 24-25
Added family survey in fall allowed for greater responsiveness.	Finding time for home visits.	Effective	Added Attendance Initiatives action for 24-25.
Added cultural celebrations in response to family feedback.	Some language barriers for staff in home visits, usually solved by pairing up staff members.		Realigned actions in Goal 5 for greater coherence.
High satisfaction on orientations.			
Los Dichos high participation overall—exceeding our goal of 2 family members per classroom (avg 3).			

# 24-25 LCAP Goals & Actions



# LCAP Goals

<b>1</b>	Improve Rocketeers' proficiency in key content areas, overall and for key subgroups.
<b>2</b>	Rocketeers will be taught by highly qualified teachers and educators with robust training and development on common core standards aligned curriculum.
<b>3</b>	School environment will be safe, welcoming, joyful, and efficient for all students and families.
<b>4</b>	Rocketship students will have access to opportunities that support them to become well-rounded, self motivated, engaged community members.
<b>5</b>	Rocketship families are engaged in their students' education and advocate for their communities.

Goal 1: Improve Rocketeers' proficiency in key content areas, overall and for key subgroups.

## Goal 1 Actions

- Personalized Learning
- Special Education supports
- Services to Support Multilingual Students
- Rocketship Reads

## Goal 1 Outcomes

- CAASPP ELA
- CAASPP Math
- CAST Science
- NWEA Reading
- NWEA Math
- English Learner Progress Indicator (ELPI)
- Reclassification



Goal 2: Rocketeers will be taught by highly qualified teachers and educators with robust training and development on common core standards aligned curriculum

### Goal 2 Actions

- High quality, research-based curriculum
- Professional Development
- Data Driven Instructional Practices
- Instructional Coaching
- Teacher Credentialing
- Culturally Responsive Pedagogy

### Goal 2 Outcomes

- Student access to their own copies of standards aligned instructional materials for use at school and at home
- Number/% of total and EL teachers credentialed & properly assigned
- % of adopted standards including ELD standards implemented



Goal 3: School environment will be safe, welcoming, joyful, and efficient for all students and families

### Goal 3 Actions

- Operations Staffing & Development
- Facilities Maintenance
- Safety Training
- School-wide Operational Systems & Routines

### Goal 3 Outcomes

- Do facilities meet the “good repair” standard
- % of students feel safe on campus (As measured by student survey)
- % of families feel campus is safe (As measured by family survey)

Goal 4: Rocketship students will have access to opportunities that support them to become well-rounded, self motivated, engaged community members.

### Goal 4 Actions

- Enrichment
- Outdoor Education and Community Experiences
- Social Emotional Learning
- Care Corps

### Goal 4 Outcomes

- Students feeling connected
- Parents feeling connected
- Parent survey participation
- Suspension
- Expulsion
- Student access to broad course of study

Goal 5: Rocketship families are engaged in their students' education and advocate for their communities.

### Goal 5 Actions

- Family Engagement
- Family Advocacy and Leadership
- School-Family Partnership
- Los Dichos
- Attendance Initiatives

### Goal 5 Outcomes

- % parents on track to complete participation hours
- % Home visits completed
- % of parents who are satisfied with their school
- Chronic Absenteeism
- Attendance



# LCFF Increased/Improved Services for English Learners, Low Income, and Foster/Homeless Youth

- Personalized Learning
- Reading Engagement
- Professional Development
- Assessments
- Coaching
- Data Days
- Business Operations Manager
- Operations Specialists
- Enrichment
- Field Trips
- Social Emotional Learning
- Family Outreach

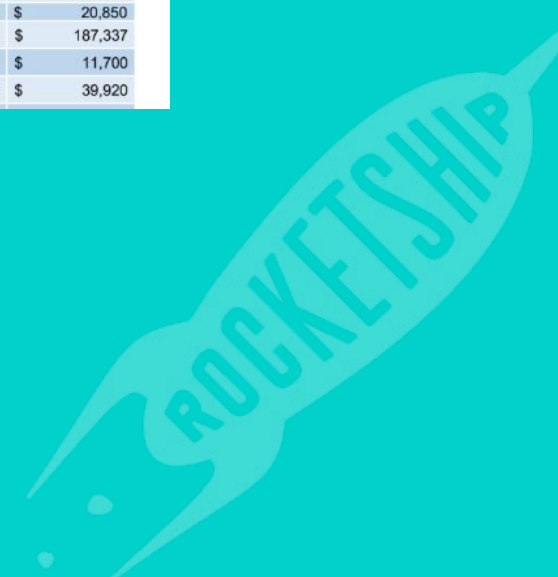


Each LCAP has a set of action tables at the end. These show estimated actuals for current year LCAP expenditures and detailed LCAP expenditures for 24-25.

**2022-23 Total Planned Expenditures Table**

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$ 1,665,509	\$ 287,622	\$ -	\$ 405,073	2,358,204	\$ 1,619,473	\$ 738,731

Goal #	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	Standards-Aligned Instruction & Materials	All	\$ 40,640	\$ -	\$ -	\$ -	\$ 40,640
1	2	Personalized Learning		\$ 274,561	\$ -	\$ -	\$ 167,888	\$ 442,448
1	3	Special Education Supports	Special Education	\$ -	\$ 81,997	\$ -	\$ -	\$ 81,997
1	4	Services to Support Emerging Bilingual Students	EL	\$ -	\$ -	\$ -	\$ 24,836	\$ 24,836
1	5	Love of Learning Campaign		\$ 20,850	\$ -	\$ -	\$ -	\$ 20,850
2	1	Professional Development		\$ 187,337	\$ -	\$ -	\$ -	\$ 187,337
2	2	Assessments		\$ 11,700	\$ -	\$ -	\$ -	\$ 11,700
2	3	Data Days		\$ 39,920	\$ -	\$ -	\$ -	\$ 39,920



# Focus areas for input

1. Strengths
2. Needs
3. Suggestions



## Next Steps

Thank you for working together to review our progress towards meeting our LCAP goals. Next, we will use the input received to inform updates to our future plans.

.....Thank you!



# Review and Recommend Approval: CA School Dashboard 2023-24 Local Indicator Data



# Local Indicators

California's accountability system is based on a multiple measures system that assesses how local educational agencies and schools are meeting the needs of their students. Performance on these measures is reported through the California School Dashboard.

Local Control Funding Formula (LCFF) priorities for which there is no state level data collected are referred to as local indicators.

**Progress is publicly reported and helps to inform the LCAP process and planning.**



# Local Indicators We Report On

Priority 1: Basic Services and Conditions (Facilities, Instructional Materials and Teacher Mis-assignments/Vacancies)

Priority 2: Implementation of State Academic Standards

Priority 3: Parent and Family Engagement

Priority 6: School Climate

Priority 7: Access to a Broad Course of Study



# Indicators Reporting for 23-24

	<i>Priority 1</i>	<i>Priority 2</i>	<i>Priority 3</i>	<i>Priority 6</i>	<i>Priority 7</i>
<b>Rocketship Mateo Sheedy</b>	Met	Met	Met	Met	Met
<b>Rocketship Si Se Puede</b>	Met	Met	Met	Met	Met
<b>Rocketship Los Sueños</b>	Met	Met	Met	Met	Met
<b>Rocketship Mosaic</b>	Met	Met	Met	Met	Met
<b>Rocketship Discovery Prep</b>	Met	Met	Met	Met	Met
<b>Rocketship Brilliant Minds</b>	Met	Met	Met	Met	Met
<b>Rocketship Alma</b>	Met	Met	Met	Met	Met
<b>Rocketship Spark</b>	Met	Met	Met	Met	Met
<b>Rocketship Fuerza</b>	Met	Met	Met	Met	Met
<b>Rocketship Rising Stars</b>	Met	Met	Met	Met	Met
<b>Rocketship Redwood City</b>	Met	Met	Met	Met	Met
<b>Rocketship Futuro</b>	Met	Met	Met	Met	Met
<b>Rocketship Delta Prep</b>	Met	Met	Met	Met	Met

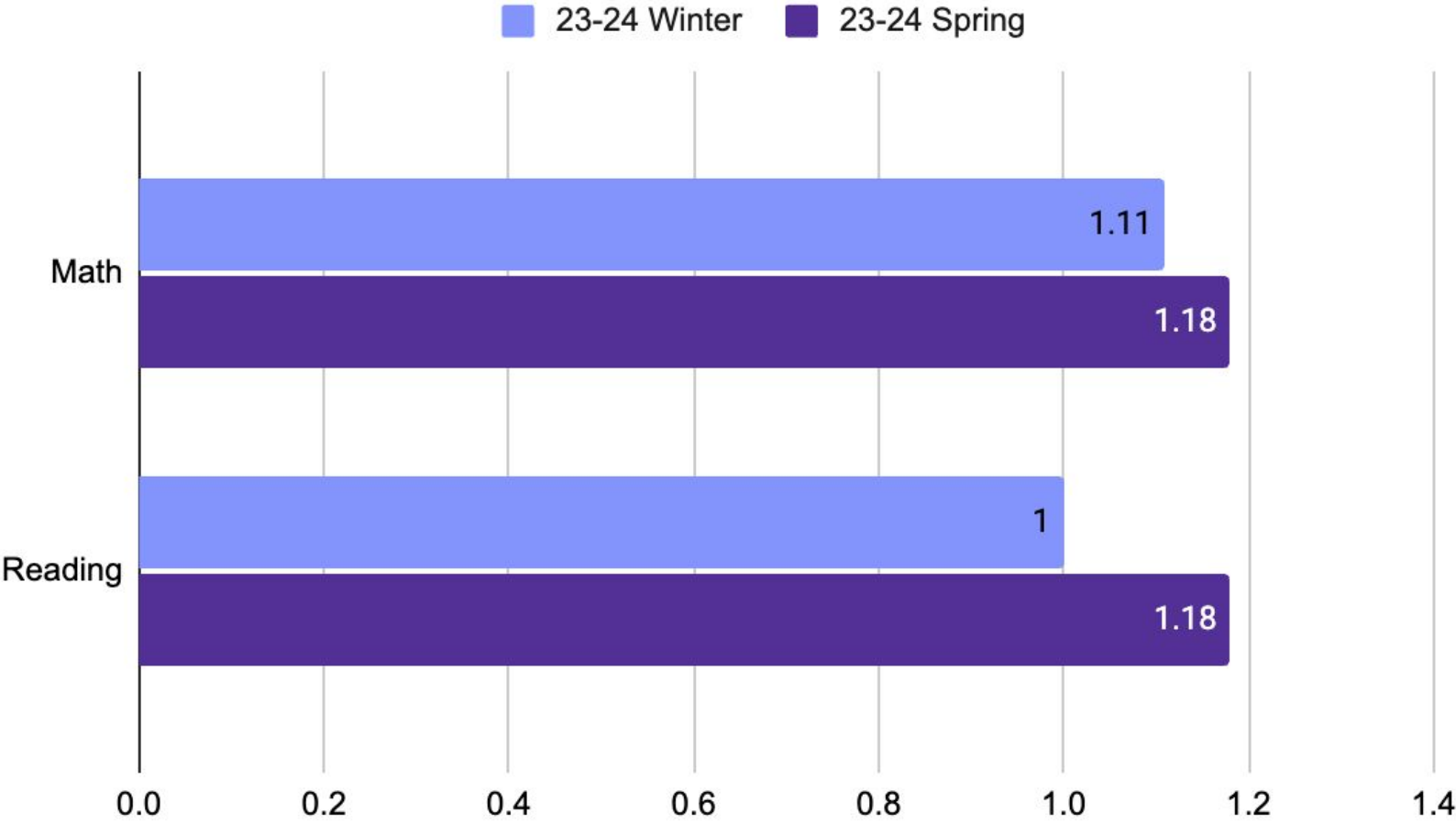




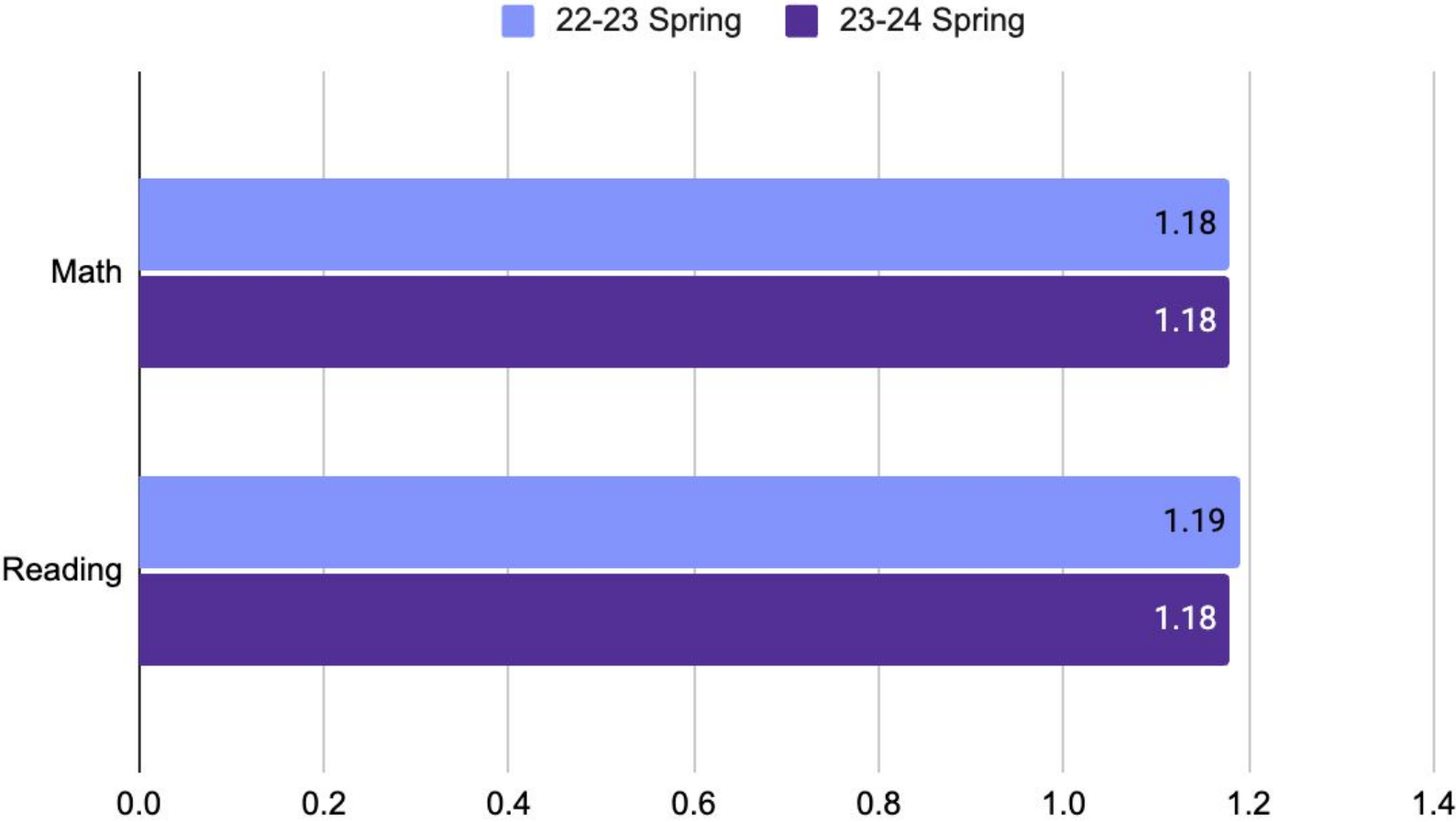
# EOY Achievement & 24-25 Curriculum Update



# RPS CA saw increased growth rate from Winter to Spring



# RPS CA maintained similar growth rates to past two years



# Mid-Year's Bottom Tier Growth Rates shaped our 2nd semester plans and target areas experienced improved growth by EOY

## Math Growth by Starting Tier | Fall to Winter 23-24

	K	1st	2nd	3rd	4th	5th	
Bottom Third	1.32	1.28	1.03	1.17	1.16	1.24	1.19
Lower Inner Third	1.26	1.12	0.92	1.08	1.06	0.89	1.06
Upper Inner Third	1.23	1.10	0.96	1.29	1.08	1.09	1.13
Top Third	1.11	1.05	0.83	1.04	1.12	1.00	1.03
Grand Total	1.22	1.14	0.93	1.13	1.12	1.11	1.11

## Math Growth by Starting Tier | Fall to Spring 23-24

	K	1st	2nd	3rd	4th	5th	Grand Total
Bottom Third	1.29	1.33	1.11	1.27	1.16	1.20	1.22
Lower Inner Third	1.33	1.24	0.98	1.20	1.04	1.04	1.14
Upper Inner Third	1.26	1.29	1.06	1.21	1.05	1.19	1.17
Top Third	1.19	1.37	0.86	1.15	1.12	1.24	1.15
Grand Total	1.26	1.33	0.99	1.21	1.11	1.18	1.18



# Mid-Year's Bottom Tier Growth Rates shaped our 2nd semester plans and target areas experienced improved growth by EOY

## Reading Growth by Starting Tier | Fall to Winter 23-24

	K	1st	2nd	3rd	4th	5th	Grand Total
Bottom Third	1.20	0.98	0.80	0.96	1.17	1.20	1.02
Lower Inner Third	1.08	0.71	1.02	1.03	1.21	1.28	1.04
Upper Inner Third	1.11	0.90	1.08	1.15	1.01	1.03	1.05
Top Third	1.19	0.84	0.89	0.91	0.82	0.84	0.91
Grand Total	1.15	0.89	0.88	0.99	1.04	1.10	1.00

## Reading Growth by Starting Tier | Fall to Spring 23-24

	K	1st	2nd	3rd	4th	5th	Grand Total
Bottom Third	1.17	1.12	1.02	1.30	1.40	1.35	1.21
Lower Inner Third	1.12	0.96	1.16	1.34	1.37	1.27	1.19
Upper Inner Third	1.26	1.07	1.11	1.39	1.22	1.12	1.21
Top Third	1.29	1.03	0.97	1.17	1.10	1.08	1.10
Grand Total	1.21	1.06	1.03	1.28	1.27	1.23	1.18



Students in ISE had slightly higher growth in Math than non-ISE peers but slightly lower growth in Reading

**2023-24 Avg Growth Years by ISE Type**  
**RPS CA**

	Mathematics	Reading	Grand Total
mild to moderate	1.24	1.13	1.18
speech only	1.16	1.13	1.14
Non-ISE	1.17	1.19	1.18
Grand Total	1.18	1.18	1.18

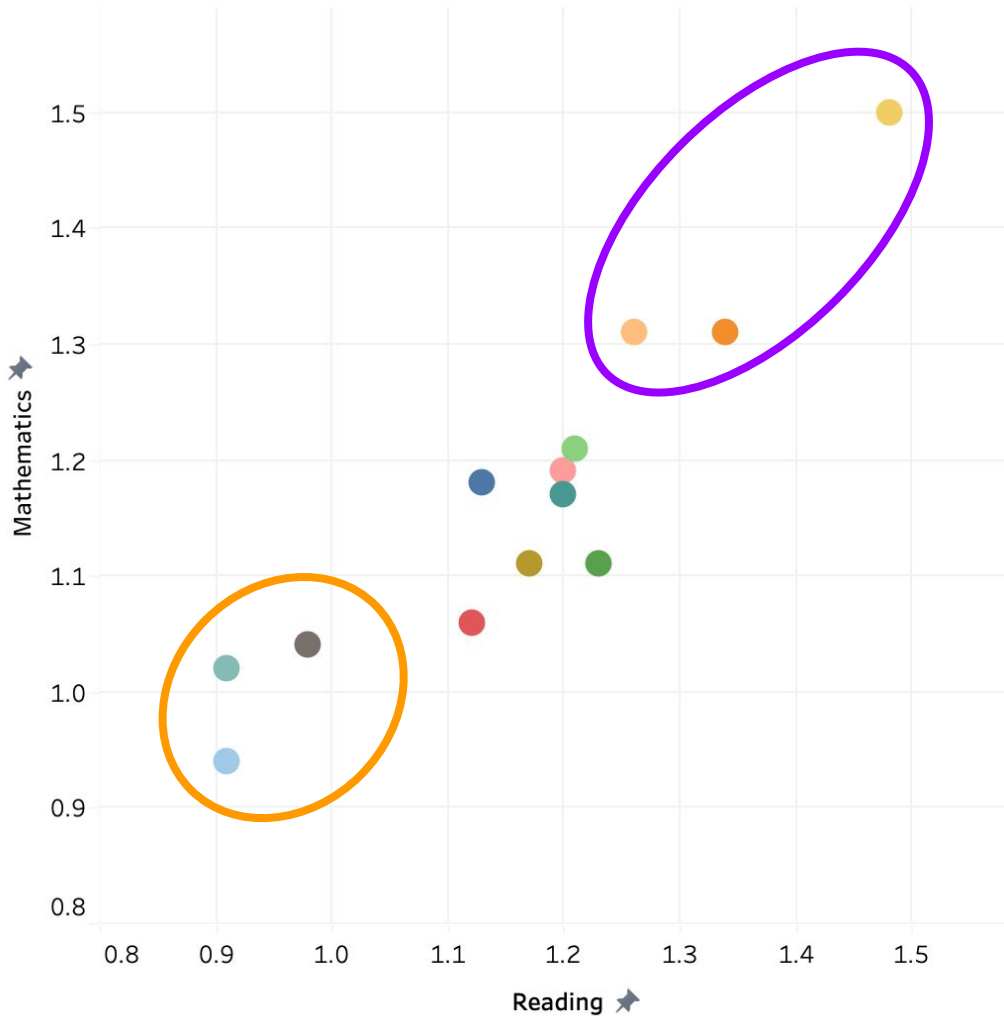
Multilingual Learners achieved similar growth as non-EL peers

2023-24 Avg Growth Years by EL Status  
RPS CA

	Mathematics	Reading	Total
EL	1.18	1.17	1.17
EO/IFEP	1.16	1.18	1.17
RFEP	1.23	1.25	1.24
Grand Total	1.18	1.18	1.18

# School Growth Performance

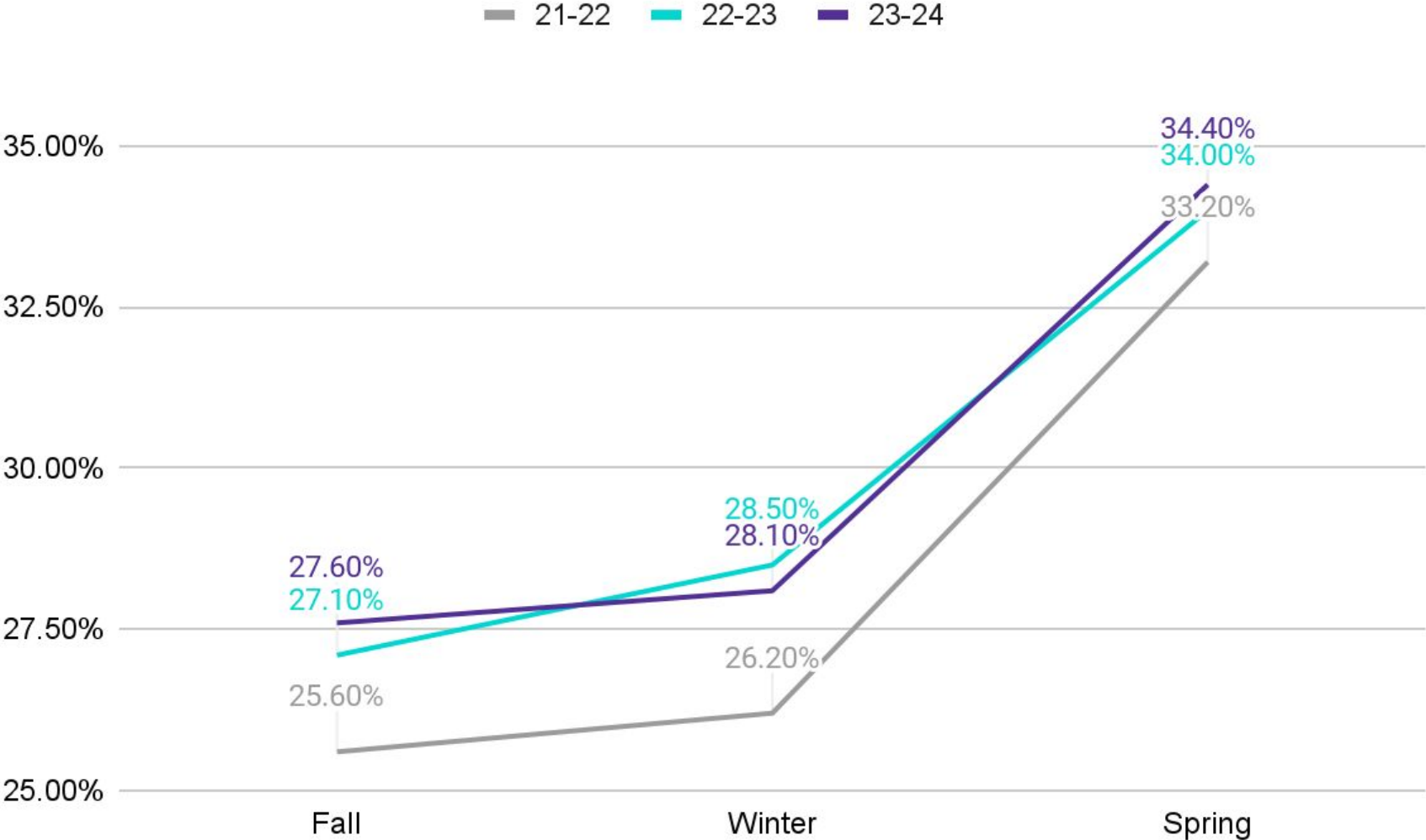
2023-24 NWEA MAP: Average Fall-to-Spring Growth Years  
RPS CA



- RDP, RFA and ROMO achieved the highest growth in both subjects
  - Avg growth years > 1.25
  - All schools made increased growth rates from prior year
- RDL, RRWC and RSSP averaged the lowest growth years in both subjects
  - Avg growth years < 1.05

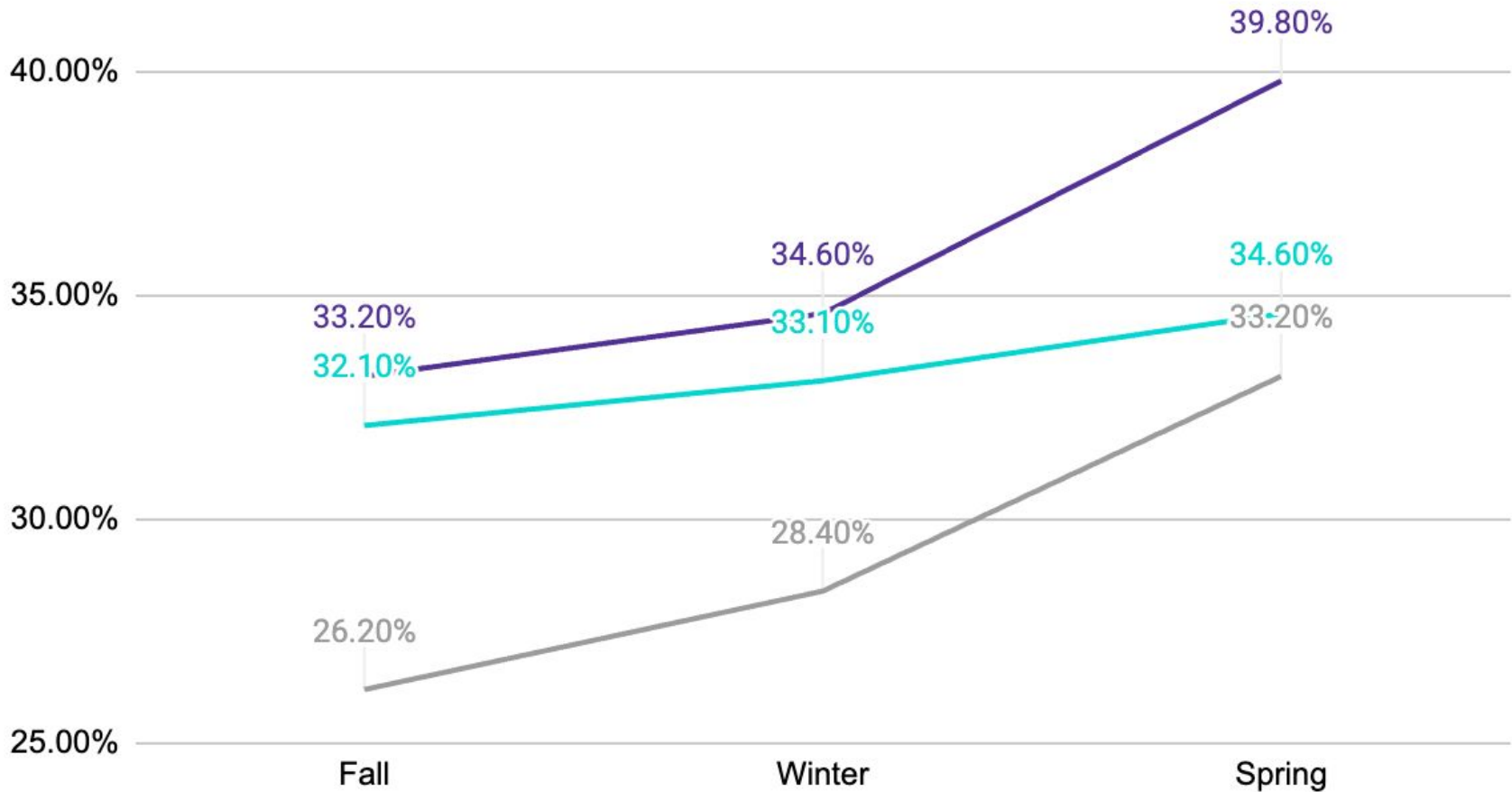


# NWEA Reading % above 67th percentile Year Over Year



# NWEA Math % above 67th percentile Year Over Year

21-22 22-23 23-24

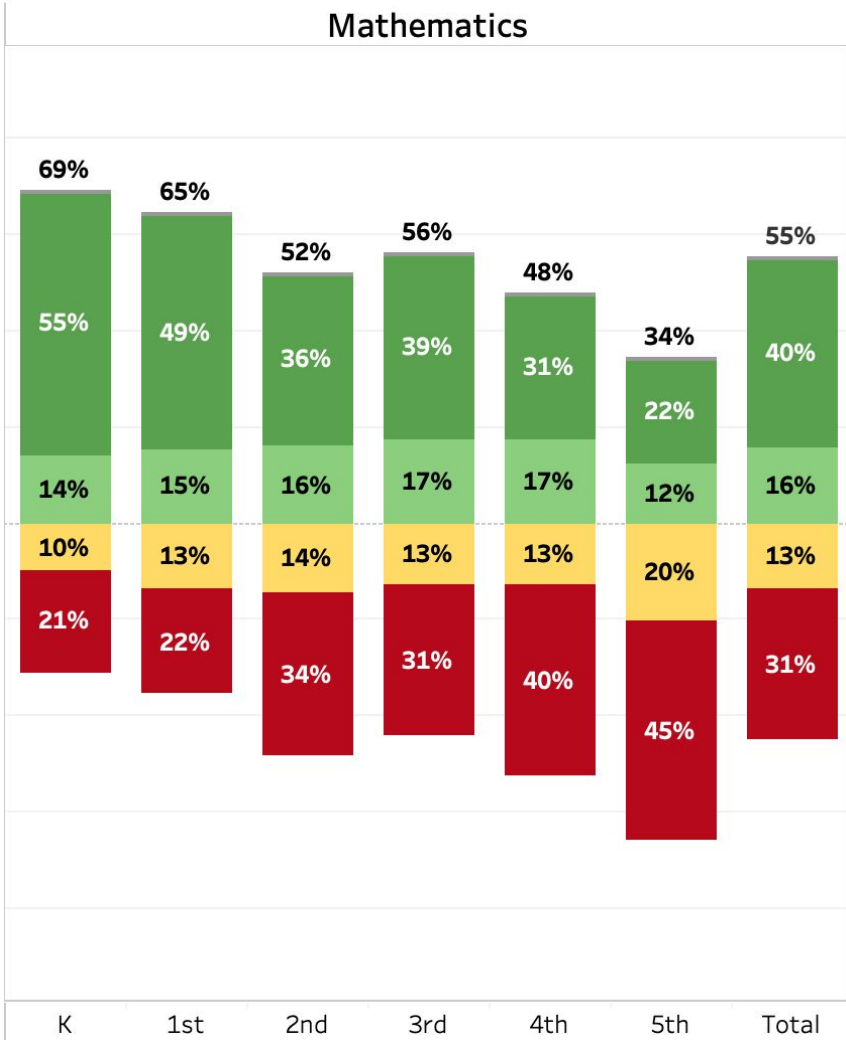


# CA Spring 2024 Grade Level Distributions

- NWEA Proficiency Tier**
- Top Third
  - Upper Inner Third
  - Lower Inner Third
  - Bottom Third

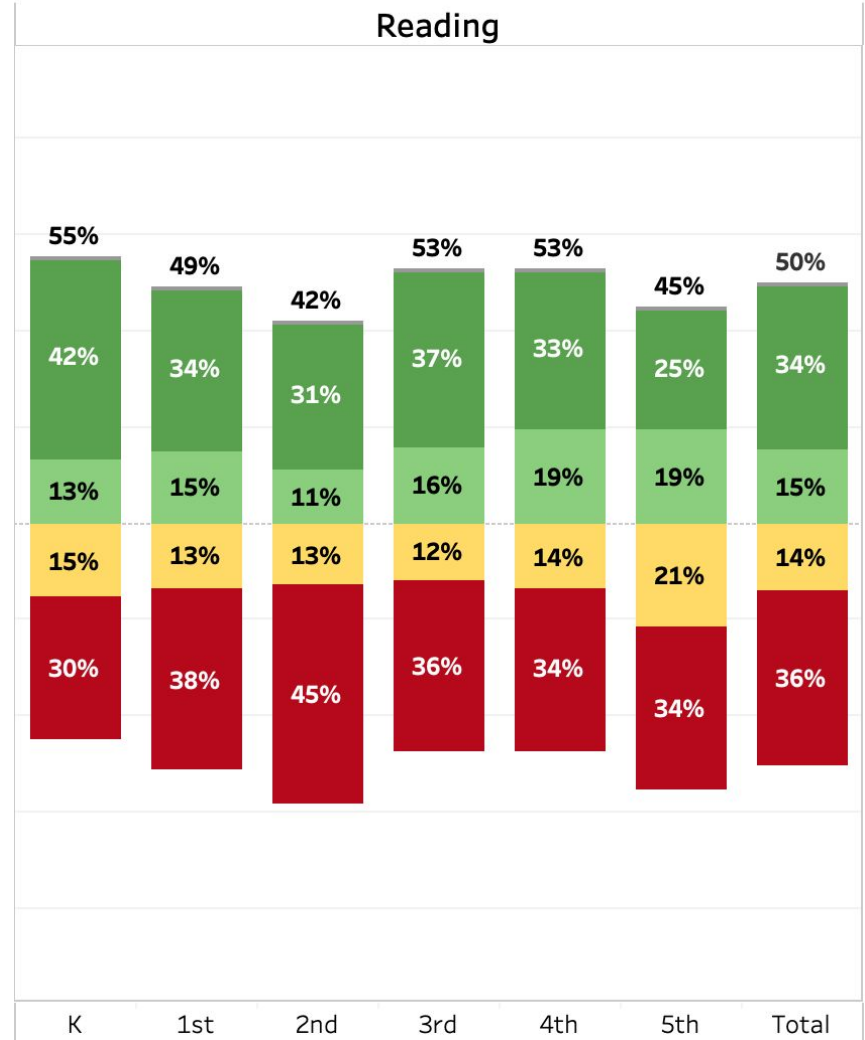
2023-24 Spring NWEA MAP Proficiency Distributions  
RPS CA

## Mathematics



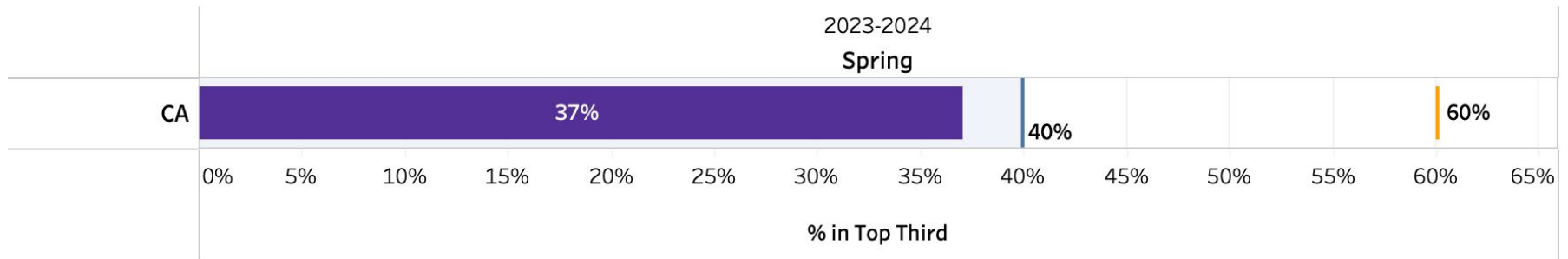
2023-24 Spring NWEA MAP Proficiency Distributions  
RPS CA

## Reading



# Update on 2028 Goals: RPS CA made progress toward its 2028 goal but did not meet the interim 2024 goal

2023 Spring NWEA MAP % At/Above 67th Percentile compared to Spring 2024 & 2028 Goal

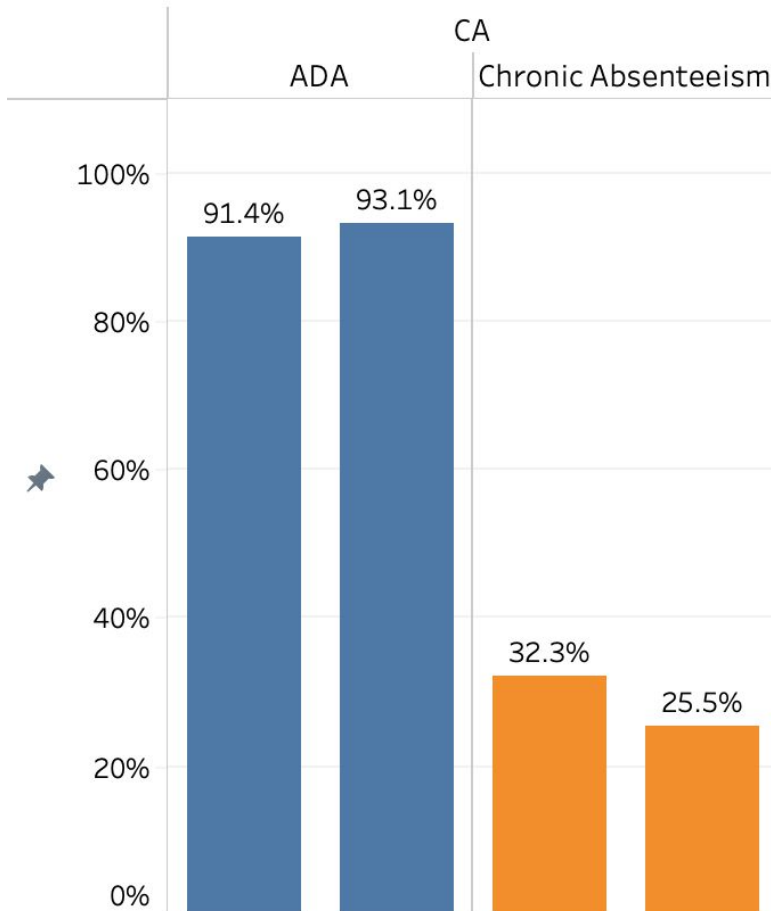


- Top third is a strong predictor of proficiency on the state assessment
  - Based on NWEA projections, the CA region is expected to see 1-2 percentage point gains in CAASPP proficiency rates



# Attendance metrics have improved from last year

August-April Attendance Metrics  
2023-24 and Change from Prior Year  
RPS CA



2023-24 Attendance from first day of school through April 30th compared to 2022-23 first day of school through April 30th.

- ADA increased by 1.7 percentage points from last April
- Chronic Absentee rates declined by 6.8 percentage points from last April

## CA Board Discussion

- What questions or reflections do you have about our achievement data?
- What bright spots from the data most stand out to you?
- What areas of concern do you think we should most prioritize?



# Family Survey Results



# Spring Family Survey

**Purpose:** Our Family Survey provides us direct feedback from our families to inform what we prioritize as a region and steps schools should take to address focus areas.



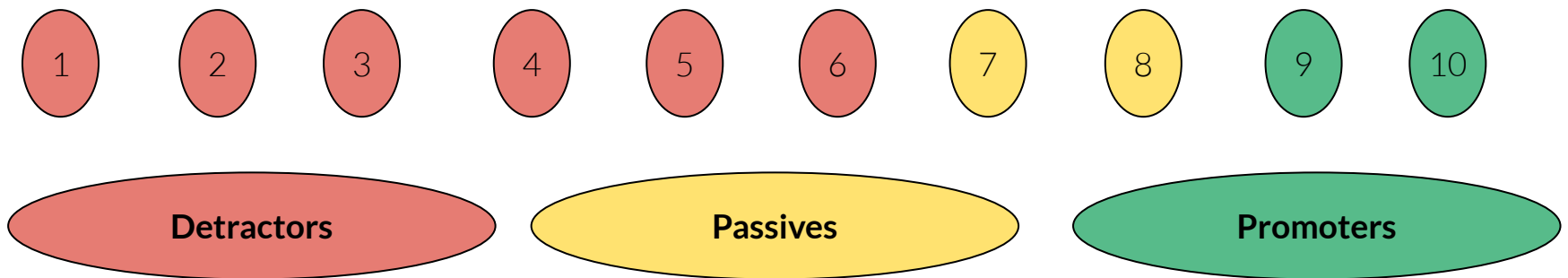
**Family voice is critical in what we do and how we do it.**





# Net Promoter Score: How likely are you to recommend Rocketship to a friend or family member?

- This year, we updated the recommend question and used a 10 pt scale to allow us to calculate our Net Promoter Score (NPS)
- NPS measures “customer” loyalty and satisfaction based on their likelihood of recommending an organization
- NPS measures the difference between the % Promoters and % Detractors



# Regional Family NPS score: 61, CA is Exceeding National average by 4 points

## Net Promoter Score (NPS)

Q: How likely are you to recommend Rocketship to a friend or family member?

**NPS = % Promoters - % Detractors**

Detractors

1-6

Passives

7-8

Promoters

9-10

% Promoters    % Neutral    % Detractors

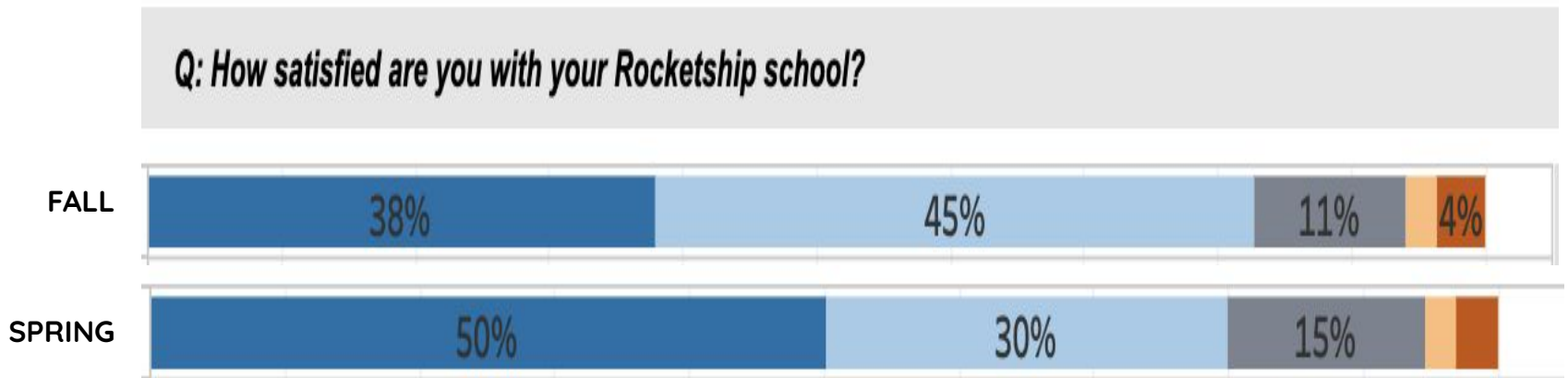
		% Promoters	% Neutral	% Detractors
Network	57	66.05%	24.47%	9.49%
CA	61	68.01%	24.54%	7.46%

## School Level

CA					
	RBM	70	73%	25%	3%
	RDL	10	38%	34%	28%
	RDP	64	72%	19%	9%
	RFA	51	61%	29%	10%
	RFZ	66	72%	22%	6%
	RLS	78	82%	14%	4%
	RMS	74	78%	18%	4%
	ROMO	69	72%	24%	4%
	RRS	69	74%	22%	4%
	RRWC	45	57%	31%	12%
	RSA	68	71%	26%	3%
	RSK	58	65%	29%	6%
	RSSP	71	75%	21%	4%



In CA, 80% of families are satisfied with their Rocketship school, with a *significant increase* in **extremely satisfied** families.



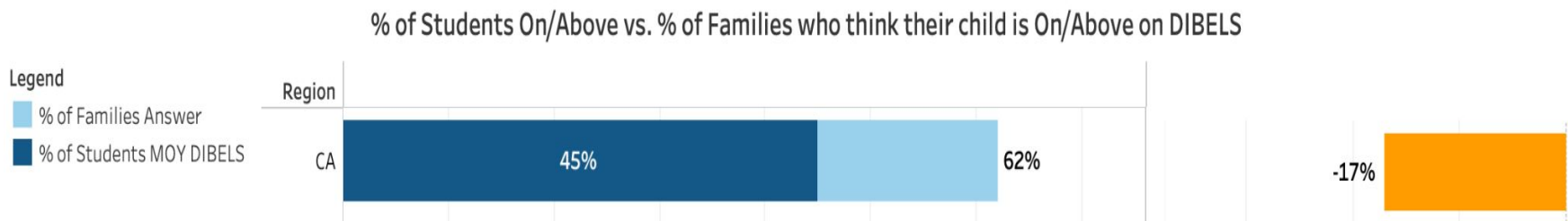
**LEGEND:**

- Not Satisfied at all
- Unsatisfied
- Neutral
- Satisfied
- Extremely Satisfied



# There is a Gap between child's DIBELS proficiency and actual rates

- Even with taking participation rates into account, more families think student is on-track than actually are
- 20-26% of families don't know what child's DIBELS proficiency is



# So what are we doing with this data?

## Focus: Communication and Awareness

### Teachers/Staff building high quality relationship with families

#### This school Year

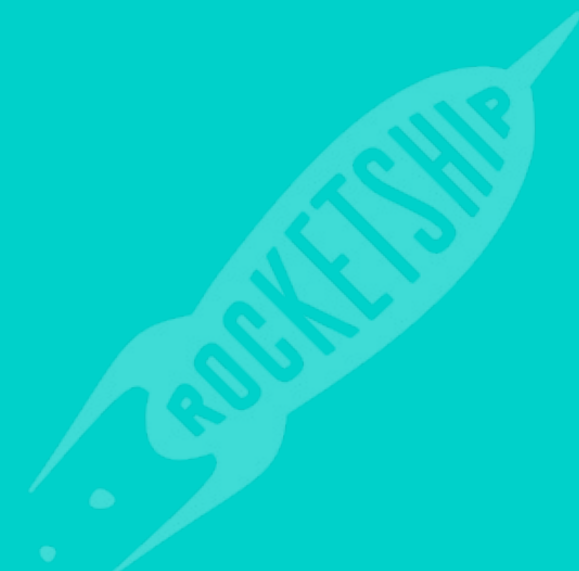
- Schools engaged in high quality vision setting and reflections with team
- SLs strategically present in high visibility areas to engage with families (Arrival/Dismissal)
- Ensure EoY PTC are of the highest quality

#### Next School Year

- Intentionality with creating spaces and make the vision clear for staff (consistent communication, not stopping at HV, high quality opportunities for events AND in day supports)
- BOMs & APS should be present at monthly cafecitos, & be part of opener
- Engage and invest all stakeholders in new Family Communication platform **Parent Square**
- **Linked to Learning** family events



# Staff Intent to Return & Student Enrollment Update



# Staff Intent to Return Overview

	24-25 Projected Retention - ITR				23-24 Projected Retention - ITR				23-24 Actual Retention (from ITR date to 1st day of school)			
	All	Black or African American	Hispanic or Latino	Asian American /Pacific Islander	All	Black or African American	Hispanic or Latino	Asian American /Pacific Islander	All	Black or African American	Hispanic or Latino	Asian American /Pacific Islander
<b>Teachers</b>	91% (235)	100% (19)	91% (125)	92% (36)	87% (245)	80% (20)	94% (114)	78% (40)	71% (245)	70% (20)	83% (114)	60% (40)
<b>All School Staff</b>	95% (564)	100% (37)	96% (348)	89% (61)	92% (599)	90% (51)	96% (343)	84% (73)	83% (599)	78% (51)	90% (343)	73% (73)
<b>Principals</b>	91% (11)	100% (4)	100% (3)	0% (1)	100% (15)	100% (5)	100% (4)	100% (1)	93% (15)	100% (5)	100% (4)	100% (1)
<b>All School Leaders</b>	97% (68)	100% (6)	100% (36)	83% (12)	95% (78)	100% (10)	95% (40)	91% (11)	91% (78)	90% (10)	93% (40)	100% (11)



# School Leadership Staffing

Role	Projected Retention	24-25 Hires
Principal	91%	1 external rising principal hire
Assistant Principal	91%	2 internal hires 2 external hires 1 external offer out
Office Manager	100%	1 mat leave coverage hire
Business Operations Manager	92%	N/A (1 hire needed)





# School Staffing

- **24-25 Teacher Hires**
  - 26 confirmed hires to date
- **24-25 Teacher Vacancies:**
  - 23 Teacher Vacancies in San Jose
  - 10 Teacher Vacancies in East Bay/Peninsula
  - Note: There are an additional 19 teacher positions that set to become vacant pending credentialing requirements
- **NEW! Creative Arts Teacher**
  - 9 Teacher Vacancies in San Jose
  - 3 Teacher Vacancies in East Bay/Peninsula
- **Area of Need**
  - 5 ISE Paraprofessional vacancies
  - 6 ISE Specialist vacancies
  - 6 TK Teachers - different credential required



Healthy enrollment drives our impact.



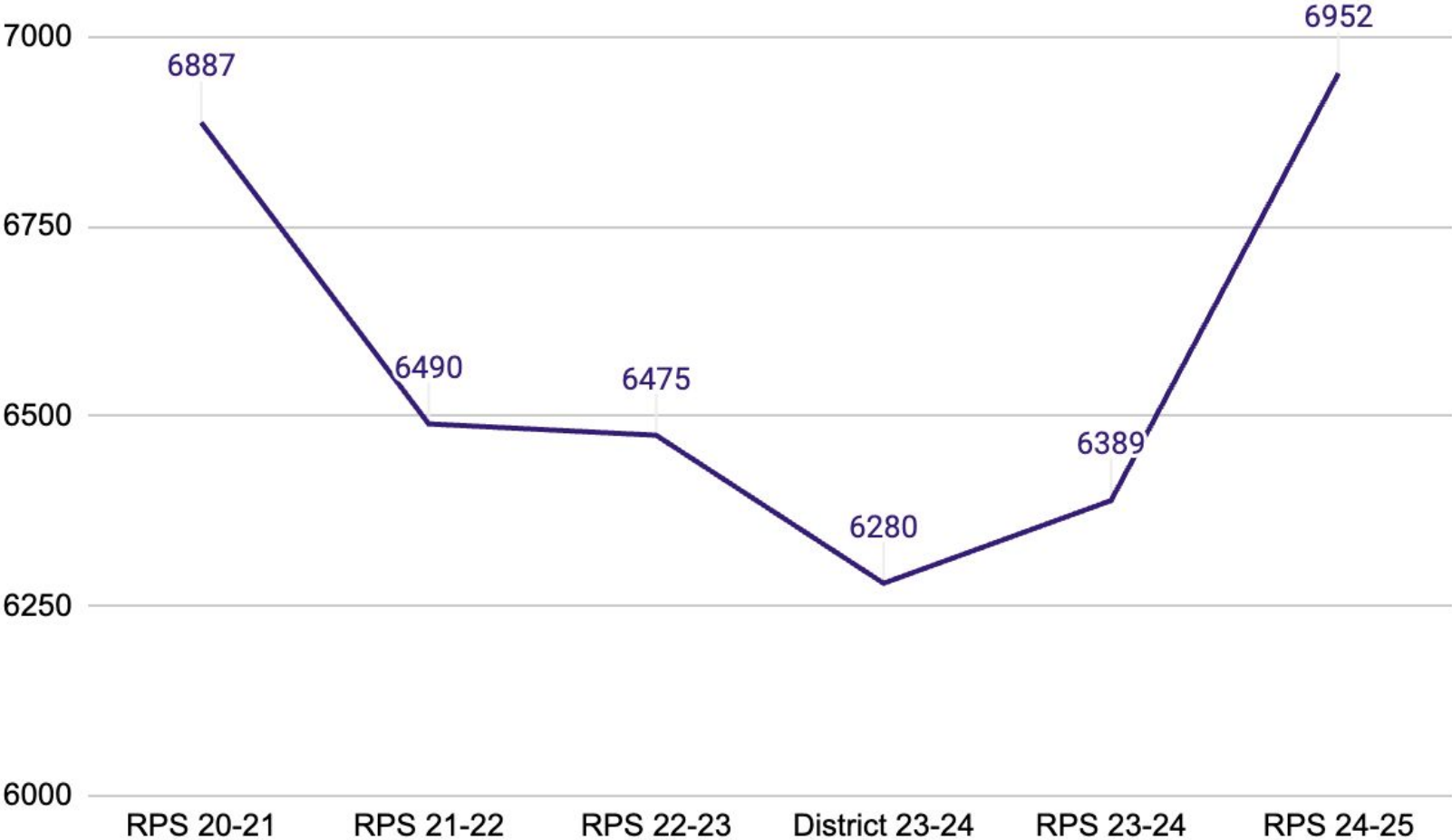
**21,327**  
**Rocketeers**  
**Lifetime Served**

For the past four years, ESSER funding mitigated the impact of enrollment shortfalls at Rocketship.

California = 400 students



# Our Enrollment



# To achieve our enrollment goals, we will:

- 1 Closely manage the enrollment funnel & improve conversion rate of offered to fully enrolled.
- 2 Generate more applications than previous two summers through stronger lead conversion, increased field time, and super recruitment events.
- 3 Nurture! Nurture! Nurture! We cannot afford to lose any families who said YES to Rocketship.



# We currently stand at 87% to our campus target

CA	CTs	Analytics Projection	Uncut Enrollment (IP+)	Proj % to CT	Uncut % to CT
	6,952	5,967	6,042	86%	87%

## Key Takeaways

- Overall enrollment has increased 10% from April to now
- Bi-weekly updates since 4/8, named goals for each school to make progress towards enrollment
- Auditing new student enrollment kicked-off earlier than last year to ensure new families are ready & set for completing enrollment compliance
- Kinder is the grade level the region will prioritize for summer recruitment



# ONE band, ONE sound

## Full Blast Recruitment Support

<p><b>May</b></p>	<p><b>Low hanging fruit efforts:</b></p> <ul style="list-style-type: none"> <li>-Follow up touchpoint with canceled, declined, &amp; withdrawn applications</li> <li>-2nd Referral Campaign: current families to generate referrals for new students</li> <li>-Rocketeer Retention &amp; new student funnel movement to RP+</li> </ul>
<p><b>June -July</b></p>	<p><b>Region Wide Recruitment Efforts:</b></p> <ul style="list-style-type: none"> <li>-Regional NeST &amp; school support for more boots on the ground (Super recruitment day on June 27th &amp; more!)</li> <li>-Strategic Waitlist Sharing</li> <li>-Closely monitor attendance at Day 0-30 events (Orientation, TK/Kinder Camps, Community building event)</li> </ul>
<p><b>August</b></p>	<p><b>First Month of School Efforts:</b></p> <ul style="list-style-type: none"> <li>-Continue to progress monitor Day 0-30</li> <li>-Backfill for the 1st month of school</li> </ul>



# After School Program Update





# Now and Then

## THEN (pre-2022: Before ELOP)

Only one state provided revenue stream

- After School Education and Safety Grant
- Funding Amount: \$150,000
  - No change in funding in several years
- Max capacity: 84 students
- Service Sliding Scale Fees to supplement staffing costs to all families that do not qualify for free lunch.
- As long as students used the program, student enrollment rolled over for the next program year, minimizing available spots
- Providers:
  - South Bay + RRWC - YMCA
  - East Bay - Bay Area Community Resources

## NOW (2023 - present)

Two state provided revenue streams

- UPP - unique students who are either ML, Foster, Homeless, or Free/Reduced Lunch
- If total school population is <74.99%, then \$2,750 per student (minimum \$50K award)
- If total school pop is >74.99%, then remaining left over funds (or minimum \$50K)
- Two providers across the network
  - ASES - YMCA
  - ELOP - Boys and Girls Club
- Hired 10 employees to create consistent culture and programming across the region



# ELOP Funding Use

Rocketship has made after school care free of charge for all families (School year and summer)

Invested in 10 roles to guide the culture and programming across the region with our partners. These staff members have:

- Create a coaching tool to generate a culture of feedback and coaching with our ASC partners
- Designed PD for all ASC staff to see exemplars from our day
- Streamlined the enrollment process for all non-school day programming
- Implemented an evaluative walkthrough process conducted three times a year to measure progress of the program

Used funds to provide snacks (and meals during non-school days) to all students part of the regular ASC program throughout the school year.



# Where ASC is heading...

## **SY 24-25: Setting the foundation**

- Based on CDE feedback, consolidating our program providers so there is one ASC partner organization per LEA.
- Implement common systems across all programs (Macro: meal service, micro: homework completion incentive)
- Piloting a set of extracurricular activities for ASC students to choose from during a block in the program (RFA)

## **SY 25-26: Stabilize and Refining the Program**

- Refine enrollment process to maximize enrollment by beginning of September
- Rollout at least two extracurricular or academic activities per school

## **SY 26-27: Research and Planning for the Future**

- Research and create plan for pilot to run our own program at one Bay Area school.
- Implement at least 4 extracurricular or academic activities per school
- Execute first ever Spring Talent showcases for parents to see what students have been working on in extracurricular or academic activities.

## **SY 27-28: Record Learnings**

- Implement pilot program at one Bay Area school.
- Record lessons learned
- Execute Winter and Spring Showcase at each school



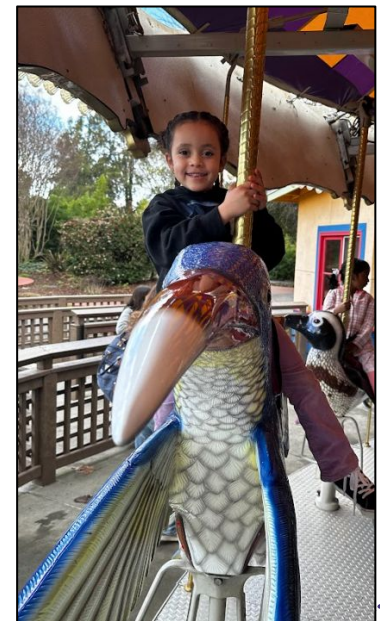
# Summer Program Overview

ELO-P Funds require that RPS provide 30 non-school day programs each fiscal year. Each of these non-school day programs must operate for at least 9 hours.

For the past two years, we've partnered with the Boys and Girls Club of Silicon Valley to provide free Wellness Week (February), Spring Break, and Summer programming for our Rocketeers and their families.

Students in these non-school day programs are provided with:

- Enrichment opportunities outside of the regular school day curriculum (tech, sports, arts, social emotional learning)
- Field trips
- Breakfast and lunch
- Opportunities to build strong social relationships among their peers



Adjourn



## 23-24 Local Indicators Report

### What are local indicators?

For Local Control Funding Formula (LCFF) priorities where data is not collected at the state level, charters or districts are required to measure and report their progress to be displayed on the California School Dashboard. The indicators themselves are reported in a variety of formats, including data, self-ratings, and narratives. These will be reviewed by the state and published on the Dashboard with an indication of whether the standards have been “met” or “not met”.

The priorities that have local indicators that are applicable to Rocketship schools are:

- Priority 1: *Basics: Teachers, Instructional Materials, Facilities*
- Priority 2: *Implementation of Academic Standards*
- Priority 3: *Parent and Family Engagement*
- Priority 6: *Local Climate Survey*
- Priority 7: *Access to a Broad Course of Study*

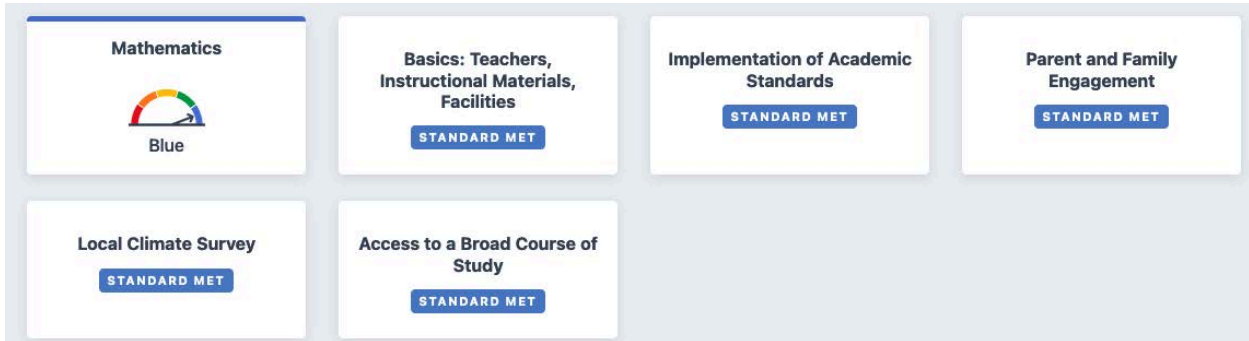
The state requires that local indicators be approved in conjunction with the school Local Control and Accountability Plans (LCAPs). The indicators will be uploaded to the dashboard in the Fall of 2024.

### Why do local indicators matter?

Dashboards (see below) are important ways for the public (e.g., parents, community members) to learn about schools. By presenting strong local indicators to complement our state scores we are able to share publicly about the work done in Rocketship Schools as well as illustrate our quantitative data with a narrative of the progress on initiatives our schools are achieving.

Additionally, under AB 1505, charters with consistently high scores across their Dashboard will be considered “high performing” and eligible for a differentiated renewal process.

*Sample dashboard -- screenshot of CDE website's 2023 dashboard for Rocketship Rising Stars*



What indicators will we report for 23-24?

	<i>Priority 1</i>	<i>Priority 2</i>	<i>Priority 3</i>	<i>Priority 6</i>	<i>Priority 7</i>
<b>Rocketship Mateo Sheedy</b>	Met	Met	Met	Met	Met
<b>Rocketship Si Se Puede</b>	Met	Met	Met	Met	Met
<b>Rocketship Los Sueños</b>	Met	Met	Met	Met	Met
<b>Rocketship Mosaic</b>	Met	Met	Met	Met	Met
<b>Rocketship Discovery Prep</b>	Met	Met	Met	Met	Met
<b>Rocketship Brilliant Minds</b>	Met	Met	Met	Met	Met
<b>Rocketship Alma</b>	Met	Met	Met	Met	Met
<b>Rocketship Spark</b>	Met	Met	Met	Met	Met
<b>Rocketship Fuerza</b>	Met	Met	Met	Met	Met
<b>Rocketship Rising Stars</b>	Met	Met	Met	Met	Met
<b>Rocketship Redwood City</b>	Met	Met	Met	Met	Met
<b>Rocketship Futuro</b>	Met	Met	Met	Met	Met
<b>Rocketship Delta Prep</b>	Met	Met	Met	Met	Met

As in previous years, all local indicators will be reported as met, with additional details available for each indicator. Below we've included some of the details, including some of the variance between schools that will be seen on the Dashboard.

### **Basic conditions of the school**

In this category, we will first report that all of our students had access to curriculum aligned instructional materials and that our facilities at no point failed to meet the “good repair” standards.

Additionally, we will reflect that we had no teacher mis-assignments (i.e., teachers instructing in a subject that they are not credentialed to teach) as well as no teacher vacancies over the course of the school year.

### **Implementation of Academic State Standards**

This category gives us the opportunity to reflect on our work to implement academic standards, including vis-a-vis instructional materials and professional learning for staff. Given Rocketship's deep and enduring work to develop teachers both through central and school based professional development sessions and ongoing observation and coaching, we plan to report we are at full implementation and sustainability (stage five of five) or full implementation (stage four of five) for most categories and subjects on several questions related to professional learning, supporting staff on identifying areas to improve, and engaging staff on their PD needs. Over the course of the last year, we have seen progress on providing professional learning for teaching to recently adopted academic standards, with the ELA content area moving from full implementation to full implementation and sustainability. We are excited to report full implementation and sustainability for all content areas when it comes to making instructional materials available in all classrooms that are aligned to the recently adopted academic standards. We will also report full implementation or full implementation and sustainability for all content areas in regards to our progress implementing policies and programs that support staff in identifying areas where they can improve delivering instruction aligned to recently adopted academic standards. Lastly, we will continue to focus on our enrichments as we report initial-to-full implementation on progress to date on implementing health, physical education, and visual/performing arts standards and are looking forward to offering more robust arts programming with additional state funding.

### **Parent Engagement**

In this category we are asked to report the phase of implementation for different aspects of parent engagement. We plan to report that all aspects are either at full implementation (50% of



parent engagement metrics) or full implementation and sustainability (50% of parent engagement metrics). Aspects at full implementation (stage four of five) include providing opportunities to have families, teachers, principals and admins work together to plan and implement family engagement activities, developing multiple opportunities for the school to engage in two way communication between families and educators and supporting parent advocacy and engagement in advisory groups. We plan to report that we are at full implementation and sustainability (stage five of five) for programs which allow teachers to meet with students and families since we believe that these programs are strong and have been strong for multiple years. Additionally, we will also report full implementation and sustainability when it comes to supporting families in understanding and exercising their legal rights and advocating for their own and all students as well as supporting staff in learning about each family's strengths, cultures, languages and goals for their children.

Additionally, we will reflect on ways to continue to support the roll out of an exciting new communication platform, which will enhance two-way communication for families and staff in the family's home language and ensure school communication is accessible to all families. We will also describe the positive impact of moving to conduct the family survey twice per year, giving us more timely data to meet the needs of our families and respond to their input. We will highlight the success of our Parent University initiative in providing families with information and resources to support student learning as well as supporting families to understand community resources available to them, their legal rights and how to advocate for their students. Lastly, we will report on the activities of the campus family advisory boards, regional advisory board and School Site Councils (SSC) and their inputs on decision making at the school site and regional level.

### **Local Climate Survey**

In this category, we will reflect on the students' experience, sharing portions of the parent survey. We will focus on questions about school safety in particular and the overall student experience.

These scores vary by school but we will share one to two reasons why the school has excelled in building a safe climate, such as strong dismissal, great teacher relationships, high parent involvement, and a few ways that each school will seek to improve.

### **Access to a Broad Course of Study**

This category gives us the opportunity to provide narratives describing how we ensure all students -- regardless of demographics or special education status -- have access to a "broad course of study" across subject areas. We will report that all students have access to a broad

course of study, which is successfully achieved through Rocketship's inclusion model, robust data tracking processes, and structures such as "check in check out" and extension work.