



Thursday, February 27, 2025
Rocketship CA Board Committee (2024-25 Q3)

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

Teleconference locations:

950 Owsley Ave, San Jose, CA 95122

1700 Cavallo Rd, Antioch, CA 94509

2351 Olivera Rd, Concord, CA 94520

909 Roosevelt Ave, Redwood City, CA 94061

311 Plus Park Blvd, Suite 130, Nashville, TN 37217

3983 Rose Bay Drive Chino Hills, CA 91709

222 N Wolfe Ave, Sunnyvale, CA 94085

1670 Las Plumas Ave, San Jose, CA 95133

1. Opening Items

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

2. Consent Items

- A. Approve minutes from October 3, 2024 CA Board Committee meeting
- B. Reappoint Diana Phuong to the Rocketship CA Board Committee for a term of 2 years through February 2027

3. Action Items: Operations - Review and Recommend Approval

- A. Review and Recommend to the Rocketship Board of Directors, Approval of the Rocketship Brilliant Minds Memorandum of Understanding and Addendum with the Santa Clara County Office of Education
- B. Review and Recommend to the Rocketship Board of Directors, Approval of the Rocketship Alma Academy Memorandum of Understanding and Addendum with the Santa Clara County Office of Education
- C. Review and Recommend to the Rocketship Board of Directors, Approval of the Rocketship Si Se Puede Memorandum of Understanding and Addendum with the Santa Clara County Office of Education
- D. Review and Recommend to the Rocketship Board of Directors, Approval of the Rocketship California Workplace Violence Prevention Plan
- E. Review and Recommend to the Rocketship Board of Directors, Approval of the 2025 School Safety Plan

4. Information Items

- A. Mission Moment
- B. Executive Director Update
- C. Mid-Year Budget Update

5. Break

6. Information Items

- A. CA Regional Achievement Update
- B. Talent Update
- C. Staff Satisfaction Survey Update
- D. LCAP Mid-Year Update

7. Adjourn

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

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

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

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

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

Rocketship CA Board Committee (2024-25 Q1) (Thursday, October 3, 2024)

Generated by Cristina Vasquez on Tuesday, October 8, 2024

1. Opening Items

A. Call to order

At 1:06pm, Mr. Castaneda took roll call. With a quorum of committee members present, Mr. Castaneda called the meeting to order.

Present: Courtney Shenberg, Diana Phuong, Hugo Castaneda

Absent: Matt Red, Yolanda Bernal Samano

B. Public comment on off-agenda items

At 1:07pm, Mr. Castaneda called for public comment on off-agenda items. No comments from the public were made.

2. Information Items

A. Mission Moment

At 1:08pm, the committee discussed agenda item 2(A). No action was taken.

B. Interim Executive Director Update

At 1:15pm, the committee discussed agenda item 2(B). No action was taken.

3. Consent Items

A. Approve minutes from the August 22, 2024 CA Board Committee meeting

At 1:24pm, a motion to approve consent items was made by Ms. Shenberg, seconded by Ms. Phuong, and carried unanimously by roll call vote.

Y: Courtney Shenberg, Diana Phuong, Hugo Castaneda

N: --

Abstain: --

4. Agenda Items

A. Staffing & Enrollment Update

At 1:24pm, the committee discussed agenda item 4(A). No action was taken.

B. Family Engagement Update

At 1:51pm, the committee discussed agenda item 4(B). No action was taken.

C. Beginning of Year Achievement Update

At 2:00pm, the committee discussed agenda item 4(C). No action was taken.

5. Adjourn

At 2:25pm, a motion to adjourn was made by Ms. Shenberg, seconded by Ms. Phuong, and carried unanimously by roll call vote.

Y: Courtney Shenberg, Diana Phuong, Hugo Castaneda

N: --

Abstain: --

ROCKETSHIP

PUBLIC SCHOOLS

Executive Summary Rocketship Education CA Board Committee February 27, 2025

Agenda Items: 3(A-C) Subject: Review and Recommend to the Rocketship Board of Directors, Approval of the Rocketship Brilliant Minds, Rocketship Alma and Rocketship Si Se Puede Memorandums of Understanding and Addenda with the Santa Clara County Office of Education	X	OPEN/ACTION
		INFORMATION
		CONSENT

Recommendation(s):

Staff recommends that the Rocketship Education CA Board Committee ("RSED-CA Committee") recommend approval to the Rocketship Education Board of Directors ("RSED-Board") of the ratification of the Memorandum of Understanding ("MOU") and Addendum between the Santa Clara County Office of Education ("SCCOE") and Rocketship Sí Se Puede ("RSSP"), Rocketship Alma ("RSA"), and Rocketship Brilliant Minds ("RBM"), respectively.

These MOUs and their corresponding addenda describe the oversight and operational arrangement between SCCOE as authorizer and Rocketship Education ("RSED") as operator of RSSP, RSA, and RBM, and they define each party's obligations and reporting requirements.

Background:

The Santa Clara County Board of Education ("SCCBOE") approved the renewal of the charter for RSSP on November 6, 2025, and the renewal of the charters for RBM and RSA on November 20, 2025. Each such renewal was conditioned upon SCCOE and Rocketship entering into a MOU by February 18, 2025.

Rocketship and SCCOE staff negotiated several iterations of the MOUs over the past few months. Each MOU also included an Addendum that added some clarifications to the school's charter petition. The renewal MOUs and addenda are substantially similar to the current MOUs and addenda for these three schools, which are each expiring on June 30, 2025. The updates to these contractual documents primarily codify existing understandings between SCCOE and Rocketship as well as describe several new state laws and SCCOE operational practices that have been enacted over the past five years.

Due to the deadline imposed by the SCCBOE in its conditional approval of the charters, Rocketship's California Executive Director, Maricela Guerrero, signed the MOUs on February 18, 2025 as advised by Rocketship counsel. Rocketship staff now asks the Board to ratify the executed documents so that the schools can seamlessly continue operations for their upcoming five-year renewal terms.

Summary of Previous Board Action:

The charter renewal petitions for RSSP, RSA, and RBM were previously approved at the October 9, 2024 meeting of the RSED-Board.

Submitted by:

Leah Olson, Senior Legal Counsel
Janine Ramirez, Sr. Director of External Affairs, California
Maricela Guerrero, Executive Director, California

MEMORANDUM OF UNDERSTANDING

Oversight, Financial and Operational Memorandum of Understanding By and Between the Santa Clara County Office of Education and Rocketship Education with Regard to Rocketship Academy Brilliant Minds

I. GUIDING PRINCIPLES OF THIS MEMORANDUM OF UNDERSTANDING:

- *The Santa Clara County Board of Education (“SCCBOE”), the Santa Clara County Office of Education and SCCBOE-authorized charter schools strive to have a partnership that exemplifies best practices with respect to the authorizer-charter relationship. The Santa Clara County Office of Education is referred to herein individually as well as collectively with the SCCBOE as “SCCOE.”*
- *This Memorandum of Understanding (“MOU”) is an oversight and operational agreement that outlines and defines the Parties’ respective operational and reporting responsibilities.*
- *Rocketship Academy Brilliant Minds Charter School (“RBM”), a California public charter school, is operated and governed by Rocketship Education d/b/a Rocketship Public Schools (“RSED”), a California nonprofit public benefit 501(c)(3) corporation. RBM and RSED are referred to herein collectively and interchangeably as “Charter School” and/or “Rocketship” and shall have joint and several liability for compliance with all terms of this MOU, and the obligations imposed herein are equally applicable to the school and the corporation, with RSED’s obligations and responsibilities as articulated herein limited solely to its role and work as the operator of RBM. No aspect of RSED’s work not related to or affecting RBM’s operations, including with other charter schools in its portfolio, shall be covered by and/or subject to this MOU, however, nothing related to RSED’s other operations or obligations shall serve to limit or excuse RBM’s and RSED’s compliance with each and every term of this MOU.*
- *This MOU is aligned with the letter and intent of the California Charter Schools Act: accountability and oversight with minimal bureaucracy, with the primary intent to clarify the monitoring and oversight expectations and responsibilities and clarify the responsibilities and duties of the Charter School in relation to the Charter School’s operations and obligations.*
- *SCCOE and the Charter School are collectively referred to herein as the “Parties.”*
- *On November 20, 2024, the SCCBOE adopted Resolution No. 2452-3, approving with the addition of requirements pursuant to Education Code Section 47605.6(b) the renewal of RBM’s Charter (“Charter”). Those requirements included that the Charter School enter into this updated MOU and/or an addendum hereto, in the form and including the terms satisfactory to the County Superintendent or designee, in their sole discretion, that governs the oversight of the Charter School, and clarifies and provides greater specificity regarding the Charter School’s operations pursuant to the renewal Charter, and that addresses all of SCCOE Staff’s concerns with the renewal Charter, including but not limited to those specified in the Staff Report, Analysis & Findings for that renewal, and as necessary to update and/or replace the terms of the memorandum of understanding entered into by the Charter School and SCCOE effective June 15, 2017 (“2017 MOU”) to be consistent with current law and SCCOE best practices, and any additional conditions or requirements as noted by the SCCBOE.*

- *By approving the Charter renewal, the SCCOE assume the oversight of the Charter School in accordance with the Charter Schools Act. The requirements outlined in this MOU allow the SCCOE to effectively oversee charter schools.*
- *SCCOE and its authorized charter schools recognize that not all requirements governing charter school-chartering authority relations, reporting, and oversight are memorialized herein, and therefore, the parties to this MOU agree that they are bound by and will comply with applicable provisions of the Education Code, and all other applicable statutes, rules and regulations in addressing any matters not specifically addressed in the Charter and/or this MOU and/or any addenda hereto.*
- *The Parties specifically declare that this MOU and the first addendum hereto (“Addendum”) shall replace and supersede for all purposes that 2017 MOU as of the date both the MOU and the Addendum are fully approved and effective by their terms.*

II. INCORPORATION OF GUIDING PRINCIPLES

The Guiding Principles set forth above are incorporated herein and made part of this MOU.

III. PARTIES

This MOU constitutes an agreement between the Santa Clara County Office of Education and RSED, a California non-profit public benefit corporation, with regard to RSED’s operation of RBM.

IV. BACKGROUND

The SCCBOE has approved with the addition of requirements pursuant to Education Code Section 47605.6(b) the renewal charter of Rocketship Academy Brilliant Minds pursuant to the terms of the Charter Schools Act of 1992 (“Charter School Act”; Education Code §47600 *et seq.*). This MOU and the Addendum are intended to outline the Parties’ agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters not otherwise addressed or resolved by the terms of the Charter.

V. TERM

This MOU shall commence on the date upon which it is fully executed by the duly authorized representatives of the Parties (“Effective Date”) and shall be coextensive with and remain in full force and effect throughout the term of the Charter School’s Charter, and during the pendency of any appeal of a denial of a renewal request or a revocation of the Charter. Further, the term of this MOU shall continue in full force and effect beyond the current and renewal Charter terms during any period when the County Board is the RBM’s chartering authority (whether approved directly or if the County Board is designated by the State Board of Education to serve as the chartering authority) including during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree that a replacement MOU shall supersede and replace the MOU and that replacement MOU becomes effective; (b) the Parties agree in writing that the MOU is terminated; or (c) Rocketship ceases operating and relinquishes/loses its Charter for any reason and complies with all Closure Procedures (as set forth in the Charter, the MOU, including any addenda thereto, and/or the law) and any ongoing requirements of the Charter and/or this MOU. Upon termination of the MOU, any provisions of the MOU, including any addenda thereto, that specify that they shall survive the termination of the

Charter, MOU and its addenda, and/or closure of the Charter School, shall remain in full force and effect in accordance with their terms. This MOU may be reviewed annually and may be amended or augmented by addendum at any time upon mutual written agreement executed by duly authorized representatives of the Parties. The future renewal of the Charter School's Charter will depend in part on the Charter School's compliance with the terms of this MOU and applicable law.

VI. INCORPORATION INTO CHARTER

This MOU, including any addenda hereto, is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A material violation of the MOU shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this MOU and nullified. In the event of a conflict between the Charter and this MOU, the terms of the MOU shall control and prevail, and shall be interpreted and deemed to be updates and clarifications to the Charter. Where the Charter is silent on an issue, the MOU serves to fill in any gaps. Where the language of the Charter is ambiguous, the MOU is the document that governs interpretation of that language, where applicable.

VII. DEFINITIONS AND INTERPRETATION OF TERMS

Throughout this MOU and the Charter School's Charter and any attachments, exhibits, and/or appendices or supporting documents thereto, any and all references to the Rocketship Academy Brilliant Minds and/or RBM and/or the Charter School and/or the School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit corporation Rocketship Public Schools.

For all purposes related to this MOU and its addenda or the Charter or the operations of the Charter School, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this MOU and the Charter and any attachments, exhibits and/or appendices and/or supporting documents thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein except as otherwise specifically proved in this MOU. As noted above, no aspect of RSED's work not related to or affecting RBM's operations shall be covered by and/or subject to this MOU, however, nothing related to RSED's other operations or obligations shall serve to limit or excuse RBM and RSED's compliance with each and every term of this MOU.

Throughout this MOU and the Charter and any attachments, exhibits, and/or appendices thereto, any time that the Charter School indicates that it will follow the requirements of a particular Section of the Education Code or other law, it means that the Charter School will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

VIII. RESPONSIBILITIES OF THE PARTIES

A. The Role of the SCCOE in Overseeing the Charter School

The SCCBOE believes that charter schools provide an opportunity to implement accountability-based school-level reform, support innovation which improves student learning, and provide choice for parents. In order to ensure the effectiveness of this effort, SCCOE will perform oversight functions mandated by state law.

For regular charter school monitoring, SCCOE staff will endeavor not to make any untimely or last-minute special requests.

Regular monitoring visits will be made once or twice a year by the SCCOE to the Charter School. The purpose of the monitoring visit(s) is to assess the Charter School's progress in governance and organizational leadership; educational performance; fiscal operations and internal controls; and adherence to the Charter and the law. The monitoring visit(s) may include a review of the facility; review of the school's records that are disclosable to the chartering authority under applicable law; interviews with the school's administration, staff, students, and parents/guardians; and classroom visits. SCCOE shall have the right to request and receive documents and information from Charter School that are reasonably relevant to its oversight responsibilities, including but not limited to with respect to governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter, and any other oversight responsibilities as appropriate and consistent with applicable state laws. Such documents and information shall be made available in hard copy or electronic format as SCCOE may reasonably request.

No later than July 1 of each year, the SCCOE shall provide the Charter School with a written list of documents that the Charter School is required to provide prior to or during the monitoring visit and throughout the year. This list will include a brief description of each required document, the deadline for the Charter School to make each document available to the SCCOE, and the method of submission for each document (i.e., electronic upload, make available on site, etc.). The Charter School will host the SCCOE in its monitoring visits and provide reasonable assistance to ensure the SCCOE fulfills its statutorily mandated monitoring duties.

In accordance with Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries by the SCCOE, and nothing in the preceding paragraph shall serve to limit SCCOE's authority to make other reasonable inquiries for information or documentation from the Charter School, and Charter School's obligation promptly to respond to such inquiries. The SCCOE may inspect and receive copies of all records relating to the operation of the Charter School, including financial, personnel, and pupil records as may be permitted by law, and as pertinent to SCCOE's oversight and chartering authority functions. The Charter School is subject to the California Public Records Act (CPRA), however, the SCCOE's right to inspect and receive records is not based on or limited by the CPRA, but rather on the SCCOE's oversight role.

In accordance with Education Code Section 47607(a)(5), the Charter School acknowledges that the SCCOE may inspect or observe any part of the Charter School at any time. As a courtesy, SCCOE will endeavor to provide advance notice when SCCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions and will endeavor to comply with Charter School's visitor policies (which the Charter School imposes for the health and safety of staff/students, i.e. signing in, wearing a badge, being subject to removal for violent

or disruptive conduct) when SCCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions.

B. The Charter School's Responsibilities

It shall be the Charter School's duty and obligation, at the Charter School's expense and cost and under the direction of the Charter School's governing body, to manage, operate, and administer the Charter School. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the SCCOE as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

1. Funding Sources

The Charter School will receive funding from the State directly. External resources of the Charter School will be considered in the Charter School's financial records upon receipt. Funding shortfalls will be the responsibility of the Charter School. Any issuance of debt by or on behalf of the Charter School must be reported to the SCCOE staff assigned for fiscal review and monitoring. This report must include financial details and conditions of such debt, including but not limited to, a resolution by the Charter School governing board defining the nature of the debt, and the terms specified in a loan agreement or debt instrument.

Additionally, any local revenue support for RBM – including but not limited to grants, donations, fundraising, or other external sources – that exceeds the lesser of \$500 per Average Daily Attendance (ADA) or 2% of the total revenue sources per fiscal year as assessed at each reporting period must be reported to SCCOE staff assigned for fiscal review and monitoring. The report must include the financial details and terms of such revenue support, including but not limited to, the governing board resolution, the purpose and source of the funds, and the specific terms outlined in any grant award letter, donation agreement, or other relevant documentation.

SCCOE shall not provide advice on debt issuance or financial transactions of the Charter School, and nor shall the reporting of this information to SCCOE be construed as SCCOE approving or endorsing such action on behalf of the Charter School. The Parties acknowledge and agree that the issuance of debt by or on behalf of the Charter School shall not obligate SCCOE to pledge any funds or security for the repayment of the debt or to make any appropriation for the repayment of such debt or otherwise impose any responsibility or liability for any such debt on SCCOE, except as specifically otherwise agreed in writing.

The Charter School is fully responsible for collecting the funding entitlement generated from in lieu of property taxes directly from its sponsoring local educational agency and/or the district(s) in which the student(s) attending the Charter School reside, and for providing sufficient support documentation to such entity(ies) to ensure the accuracy of the tax billing.

2. Supervisorial Oversight Fee

The SCCOE may charge for the actual cost of supervisorial oversight of the Charter School, up to any maximum permitted by law (currently described and limited in Education Code Section 47613). The Charter School acknowledges that the SCCOE's actual costs in conducting its oversight obligations may meet or exceed the maximum percentage permitted by law and the SCCOE shall not be required to submit documentation of its actual oversight costs. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the

SCCOE as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

3. Other Services Fees

The Charter School may opt to contract with the SCCOE for additional services for a fee, including Financial Services, STRS Enrollment and Report Preparation, Library Resources, Payroll Processing, Professional Development, Program Evaluation, School Plan, and Special Education Services. Whether to provide such services upon request shall be in the SCCOE's sole discretion. The SCCOE will invoice the Charter School for the cost of general oversight and for any additional services on a quarterly basis or as otherwise agreed to pursuant to a services agreement among the Parties.

4. Special Education

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992, and the Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.* "IDEA").

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the Americans with Disabilities Act with respect to eligible students. The Charter School shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504/Americans with Disabilities Act compliance and notify the SCCOE in writing of the name of the responsible individual.

The Charter School participates as a local educational agency in the El Dorado County Charter School Special Education Local Plan Area. Should the Charter School choose to change Special Education Local Plan Areas (SELPA), the Charter School will provide the SCCOE with written proof of acceptance to another State Board of Education approved SELPA that is consistent with subdivision (a), (b), or (c) of Education Code Section 56195.1 at least one month prior to the proposed effective date of the change. If the Charter School wishes to join the SCCOE SELPA, the Charter School must send a written request to the SCCOE SELPA Director and comply with the procedures and timelines to apply to join the SELPA in accordance with law and the SELPA plan. Should the Charter School be accepted into the SCCOE SELPA, this MOU shall be revised to reflect such change prior to implementation thereof. Should the Charter School ever seek to become a school of SCCOE for purposes of compliance with the IDEA, the necessary and corresponding revisions to the description of how the Charter School will provide services in compliance with the IDEA would constitute a material revision to the Charter and require prior approval of such proposal, including the detailed plan for IDEA compliance as a school of SCCOE, through the material revision process, unless SCCOE determines Charter School's plan can be implemented without the need for a material revision to the Charter.

The Charter School is solely responsible for ensuring that all children with disabilities enrolled in the Charter School receive special education and related services in a manner that is consistent with all applicable provisions of state and federal law, regardless of students' home district, and shall comply with all requirements of the IDEA.

The Charter School shall comply with all of the special education responsibilities and requirements set forth in the Charter and all requirements of state and federal law relating to the provision of services to students with special needs, including but not limited to the following responsibilities:

- The Charter School shall work to identify students with special needs and refer students through the SST process who have or may have exceptional needs that qualify them to receive services under the IDEA and shall be solely responsible for the identification and referral of students who have or may be suspected of having exceptional needs that qualify them to receive special education services to meet its Child Find Obligation under the IDEA.
- The Charter School, as an LEA, is responsible to offer the full continuum of placements and services to address the needs of students with individualized education programs (IEPs) and provide a “free appropriate public education” (FAPE) as defined in the IDEA at no cost to the parent/student.
- The Charter School is solely responsible for the management of its special education budgets, personnel, programs, and services. The Charter School shall ensure that its special education personnel or contracted personnel are appropriately credentialed, licensed, or on waiver consistent with California laws and regulations and shall hire any staff necessary in order to comply with students’ IEPs. In no event shall any student with a disability be turned away or denied admission to Charter School because Charter School does not have an employee(s) with the appropriate credential to provide services to the student.
- The Charter School is solely responsible for obtaining the cumulative file, prior and/or current IEP, and any and all other special education information for any student enrolling.
- The Charter School shall provide appropriate and timely interim placements for students who are new to the Charter School and have IEPs. Students with an existing IEP are entitled to receive a comparable program on a 30-day “interim placement” basis, unless the parent and Charter School agree otherwise. The interim placement shall begin as soon as the Charter School verifies the student has an existing IEP and the parent completes the school enrollment process.
- The Charter School shall participate in the evaluation and assessment processes to ensure that the appropriate services are provided on an individualized basis for every child with a disability.
- The Education Specialist, along with the IEP team, will lead development of IEPs, manage IEPs, communicate plans for modifications and accommodations, and work with teachers and stakeholders to implement the IEP.
- The Charter School will develop, maintain, and implement policies and procedures to ensure that all parents/guardians are fully informed of their rights and that families of students with exceptional needs are given copies of the document, Special Education Rights of Parents and Children: Notice of Procedural Safeguards (Revised June 2022) or any subsequent version as updated by the California Department of Education. The link for the current version of this document is <https://www.cde.ca.gov/sp/se/qa/documents/pseng.pdf>.

- The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA and Section 504, regarding discipline of students with disabilities.

Because the Charter School shall operate as its own LEA for the purposes of special education, the SCCOE shall have no further responsibility for the coordination or provision of special education services to the Charter School students, regardless of the school district of residence of students, and the Charter School shall be exclusively responsible for the coordination and provision of special education services to the Charter School students and for any and all other obligations of a school, school district, and/or LEA relative to services for students with special needs, including identification of such students. The Charter School’s insurance obligations pursuant to this MOU, specifically including all requirements to provide insurance coverage for the SCCOE and SCCOE Personnel, below, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with Section 504 and/or the Americans with Disabilities Act and/or the IDEA, and the provision of services to students with special needs and access to the Charter School and its facilities pursuant to those laws. The Charter School’s indemnification obligations pursuant to this MOU, set forth below, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, the Americans with Disabilities Act, and the provision of services to students with special needs and access to the Charter School and its facilities.

5. **Data Reporting**
a. **Average Daily Attendance (ADA)**

The Charter School shall develop an attendance-reporting calendar and maintain an attendance system to record and account for student attendance and average daily attendance (ADA), which meets the requirements of the law. ADA is the total number of actual apportionment student days of attendance divided by the number of school days to determine the amount of revenue that is generated. “Attendance” shall mean the attendance of the Charter School pupils while engaged in educational activities required of them by the Charter School, as defined in Section 11960 of Title 5 of the California Code of Regulations and other applicable law. The Charter School shall report its ADA summary figures to the SCCOE on a monthly basis, and the SCCOE will report the ADA data to the California Department of Education (CDE) as required to enable the Charter School to receive the funding specified in this MOU. Monthly reports are due from the Charter School two weeks after the school month ending date. The Charter School shall provide SCCOE with the district-of-residence for each enrolled student.

Reporting Requirements
Month 1 – ADA summary report
20 Day Attendance Report (only applicable to schools that are new or adding one or more grade levels)
Month 2 – ADA summary report
Month 3 – ADA summary report
Month 4 – ADA summary report
P-1 ADA Report
Month 5 – ADA summary report
Month 6 – ADA summary report
Month 7 – ADA summary report
Month 8 – ADA summary report
P-2 ADA Report

Month 9 – ADA summary report
Month 10 – ADA summary report
Month 11 – ADA summary report
P-Annual ADA Report

The Charter School shall make available for SCCOE review and audit all supporting attendance documents, including approved weekly site-based attendance sheets, and evidence of contact made with parents or guardians when students are absent from school, e.g., parent contact logs, absence notes, phone logs, etc., as requested.

b. Enrollment

The Charter School has obtained a CDS code number from the CDE and shall complete and submit enrollment and other necessary demographic information to the SCCOE, to the California Longitudinal Pupil Achievement Data System (CALPADS), and to the California Basic Education Data System (CBEDS) consistent with State timelines and requirements.

c. Reporting to Public Agencies.

The Charter School shall submit to the SCCOE a copy of all reports or other documents that the Charter School is required to submit to the State or other public agency in the State or federal government, including, but not limited to:

- 1) P-1 Attendance Report to be submitted to the State each January 15th and reflecting attendance through the last full school month ending prior to December 31;
- 2) P-2 Attendance Report to be submitted to the State each May 1st and reflecting attendance through the last full school month ending prior to April 15;
- 3) Annual P-3 Attendance Report to be submitted to the State each July 15th and reflecting the entire fiscal year's attendance (July 1 – June 30).

Such reports shall be submitted to the SCCOE concurrently with submittal to the State or other public agency.

d. Notification to SCCOE Regarding Governing Body Composition.

The Charter School shall annually (on or before July 1) send to the SCCOE a list of its directors and officers. The SCCOE shall be provided with notice of any change in the composition of these directors or officers within 10 business days.

e. School Calendar and Schedules.

The Charter School shall provide to SCCOE by July 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If the Charter School offers summer school, extended day, intersession, or any other activity that receives ADA or state funding, the Charter School shall provide calendars and bell schedules for such programs.

f. Performance Assessments.

The Charter School shall forward results, excepting individual student results, from all statewide assessments, to the SCCOE promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt, except that results of the English Learner Proficiency Assessments for California (“ELPAC”) shall be submitted to the SCCOE no later than two (2) weeks after receipt of test results. Such results shall be submitted to SCCOE within three (3) business days of receipt by the Charter School should the Charter School have pending or submit to SCCOE a request for material revision or Charter renewal within less than thirty (30) days of Charter School’s receipt of the assessment results.

g. Annual Report to the Santa Clara County Board of Education

The Charter School shall post the School Accountability Report Card (SARC) to its website annually by February 1st and submit an electronic copy of the SARC to the SCCOE’s Charter Schools Department. The Charter School will also provide an Annual Report presentation to the SCCBOE inclusive of the template of topics identified by the SCCOE, which will be provided to the Charter School in writing no later than 30 days before the presentation date. SCCBOE-approved charter schools may provide input and suggestions on template topics as desired. SCCOE will provide the Charter School with the time and date of the Charter School’s Annual Report presentation in writing no later than 30 days before the presentation date. As part of the Annual Report, Charter School shall annually report its academic and student data, including suspension and expulsion data, to SCCOE disaggregated by numerically significant student subgroups.

6. Local Control and Accountability Plan

The Charter School shall annually hold a public hearing and adopt an updated local control and accountability plan (“LCAP”) using the State Board of Education adopted template in accordance with law and the statutory timelines, including Education Code Section 47606.5, inclusive of the requirement to hold at least one public hearing to solicit public input. Charter School shall submit the LCAP and annual update thereto to the SCCOE on or before July 1 each year. The Charter School shall prominently post on the homepage of its internet website any Charter School Board adopted LCAP and any updates or revisions to the LCAP approved by the Charter School Board.

7. Materials in Languages in Addition to English

In accordance with Education Code Section 48985, if 15 percent or more of the pupils enrolled in the Charter School speak a single primary language other than English (as determined by census data), all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the Charter School shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language.

8. Employee Retirement Systems

The Charter School has elected to allow qualified full-time employees to participate in the California State Teachers’ Retirement System (STRS), the Charter School shall indicate if it chooses to use the SCCOE fee-for-service option to prepare service credit and remittance reports to be transmitted to SCCOE District Business Advisory Services (DBAS). DBAS will in turn process and transmit to STRS required information and remittances. If, however, the Charter

School elects to develop the required reports for submittal to SCCOE DBAS, it shall indicate in writing this decision. Further, in a separate agreement, the Charter School may elect to have SCCOE DBAS journal voucher transfers of required remittances to STRS. SCCOE DBAS will provide appropriate back-up documentation to verify amounts remitted. The Charter School shall comply with the requirements of Education Code Section 47611. The Charter School has elected to have other employees participate in the federal social security system and, the Charter School shall be responsible for the monthly remittance directly to the plan.

9. Governance Structure, Board Agendas and Minutes

The SCCBOE shall be entitled to a single representative on the board of directors of the nonprofit public benefit corporation and the SCCBOE or its designee at its discretion, shall appoint the SCCBOE representative, but it will be within the SCCBOE or its designee's sole discretion whether or not to appoint such a representative at any time. Any SCCBOE representative shall serve solely at the SCCBOE or designee's discretion and shall have no limit on the number of consecutive or total terms they may serve. Further, any SCCBOE representative shall be a full, voting member of the corporate board of directors and the corporate Bylaws shall not include any restrictions or limitations on the authority of any SCCBOE representative except the Bylaws may specify that the SCCBOE representative may not serve as an officer of the corporation. Should the SCCBOE exercise its option to appoint a representative, the Charter School may choose to expand the number of directors by one in order to maintain an odd number of directors.

Notwithstanding any conflict in the corporate Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of the Charter School and its Board of Directors shall comply with all laws controlling charter schools and the Charter School, its Board of Directors, administrators, managers and employees, and any other committees of the school, shall comply with all applicable federal and state laws and nonprofit integrity standards regarding ethics and conflicts of interest, and all provisions of law generally applicable to public agencies as applied to charter schools, including, but not limited to Education Code Section 47604.1, the Public Records Act (Government Code Section 7920.000 *et seq.*), the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), the Brown Act (Government Code sections 54950 *et seq.*), and the requirements described at Government Code Section 1090 *et seq.*, as set forth in Education Code Section 47604.1, and any attendant regulations as they may be amended from time to time, and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. The Charter School shall update and maintain its Conflict of Interest Code, unless it has already done so, pursuant to California Code of Regulations, title 2, Section 18730, including the formal designation of reporters and reporting categories and the forms to be filed thereunder, and shall review, revise and maintain that code as current throughout the term of the Charter and shall provide a copy of that Conflict of Interest Code and the documentation of Board action adopting it (and any revisions thereto) to the SCCOE each time it is adopted or revised, unless it has already done so, in addition to its code reviewing body, and require all affected Charter School officers, employees, representatives, consultants, and governing board members to comply therewith.

By July 1, 2025, the Charter School Board shall adopt the rules and policies necessary to implement the provisions of Government Code Section 1126 at the Charter School, unless it has already done so.

The Charter School shall comply with the provisions of Education Code Section 52176(b) for the establishment and operation of an English Language Advisory Committee (ELAC). If RBM

and/or RSED meets the criteria set forth in Education Code Section 52176(a) for the establishment of a District English Language Advisory Committee (DELAC), it shall also establish a DELAC.

In the case of a conflict between the requirements of this MOU or the Charter and provisions of the Articles of Incorporation and/or Bylaws, material action taken in accordance with such Articles or Bylaws in any manner related to or affecting the operations, including the governance, of RBM which conflicts with or is inconsistent with the requirements of the Charter or this MOU shall be deemed a violation of this MOU and the Charter. Should the provisions of the Charter or this MOU conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of the Charter School, the provisions of the Charter and this MOU shall prevail in any and all matters related to the operation of RBM.

The Board of Directors and the Charter School administration shall undergo training regarding conflict of interest, specifically including the applicable elements of the Political Reform Act and Government Code Section 1090 *et seq.*, and the Brown Act on an annual basis throughout the term of the Charter. The training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the applicable law, regulations, and rules, and shall not be conducted by a Board member or employee of the Charter School, other than an attorney employed by the Charter School. Any new Board member or new Executive Director shall undergo such training within 90 days of taking the position with the Charter School. Additionally, the Board of Directors shall undergo ethics training as required by law.

The Charter School shall provide written notice to the County Superintendent of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the Charter School's Board. Should the County Superintendent or designee indicate that the SCCOE considers the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Charter School may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should the Charter School adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the SCCOE within three (3) business days of the adoption of such revision(s). At all times, the Charter School's Bylaws shall specify these requirements for amendments thereto. Any revisions to the Charter School's Bylaws required by this MOU shall not constitute a material revision to the Charter, but Charter School shall provide a copy of the proposed revised Bylaws at least two weeks prior to the scheduled Board of Director's action thereon in order to obtain confirmation from SCCOE that the revisions are consistent with the requirements of this MOU.

As applicable according to law, the Charter School's governing board, and all other "legislative bodies" of the Charter School, as that term is defined in the Brown Act, shall hold meetings in accordance with all requirements of law, including the Brown Act and Education Code Section 47604.1, and all applicable new legislation that may go into effect during the term of this MOU including, but not limited to, the agenda and minute posting requirements, including concurrent posting on the Charter School's website and the requirements regarding manner and location of posting on the website. A link to each agenda, and any non-exempt backup materials distributed to the Charter School's governing board, shall be provided to the SCCOE Charter Schools Department by either the date of distribution to all or a majority of the Charter School's governing board, or the date of agenda posting, whichever is earlier. Any non-privileged writings that are both related to agenda items and distributed to all or a majority of the Charter School's governing board *after* the initial posting of the agenda, shall be provided to the SCCOE Charter Schools

Department on the date they are distributed to the Charter School's governing board. Charter School shall make all non-exempt supporting documents available upon request and writings related to agenda items shall be made available to the public pursuant to Government Code Section 54957.5. The Charter School shall comply with all requirements under Education Code Section 47606.5 regarding the adoption and revision of the local control and accountability plan, including the requirement under Education Code Section 47606.5(e) that the Charter Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan and that the agenda for the public hearing be posted at least 72 hours before the public hearing. All approved meeting minutes shall be promptly posted on the Charter School's website upon approval of the Charter School Board. The Charter School shall video and/or audio-record all meetings of its governing board and shall maintain such recordings as public records disclosable pursuant to the California Public Records Act. Such recordings shall be audible and comprehensible. The Charter School shall provide a copy or link of the recording to SCCOE within 72 hours of each meeting. The Charter School is encouraged to post each recording to its website and must so post if required pursuant to Education Code Section 47604.1.

10. Recruitment and Enrollment

The Charter School's recruitment and enrollment processes shall be as described in its approved Charter and shall be consistent with all requirements of this MOU and the law. The Charter School shall maintain on its website instructions for applying and information on the public random drawing and enrollment processes, including all pertinent dates and deadlines, and hardcopies of all such instructions and information shall be provided upon request. A copy of the application for admission and the list of documentation required for enrollment upon receipt of an offer of admission shall be available for review on the Charter School's website without the need to identify oneself or create any type of account or password. Any procedures used to verify student residency must comply with state and federal law, and must not discriminate against students or prospective students based on 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 Section 422.55 of the Penal Code, including immigration status, or any other characteristic protected by law, or association with persons with any of these characteristics.

11. Admission Applications

In order for students to apply for admission and/or be included in the public random drawing for admission to the Charter School (if a public random drawing is necessary), families must submit an application that requires only the student's name, grade, birthdate, and contact information for the family, including the address of the student's current school, if any, as well as voluntary disclosure of information directly and specifically limited to information necessary in order to determine if the pupil is entitled to an SCCBOE-approved enrollment preference. Any request on the application for information related to potential qualification for an admission preference must specify that provision of that information is voluntary and should only be completed if the applicant wants to take advantage of the applicable preference. The admission application submitted prior to any public random drawing and before a student is offered a space at the Charter School shall specifically be limited only to the above-listed general information and in no event shall any application/registration/enrollment materials that are required prior to the student being offered a place at the Charter School include any information concerning any protected

characteristic of the student or their parent/guardian, including, but not limited to, mental or physical disability or current or prior eligibility for services pursuant to the IDEA or Section 504, or the Americans with Disabilities Act.

The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment. In accordance with this prohibition, Charter School shall not require the submission of records to support qualification for an admission preference at the time of or as part of the admissions process and public random drawing, but Charter School may specify that verification of qualification for any preference under which a potential student is admitted will be a condition of enrollment.

The Charter School's admission application shall notify parents and guardians of applicants that parental involvement is not a requirement or consideration for acceptance to, or continued enrollment at, the Charter School.

12. Admission Policies and Procedures

Charter School has posted on its website the notice of rights developed by the CDE pursuant to Education Code Section 47605.6(e)(4) and shall at all times maintain it on the website in a location that can be readily located by parents and other interested parties.

In accordance with Education Code Section 48850 and the McKinney-Vento Homeless Assistance Act, Charter School shall immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605.6(e). Charter School shall comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth. Charter School shall accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school in accordance with Education Code Section 51225.2.

The Charter School shall allow a student who is enrolled in the Charter School but receiving individual instruction at home or a hospital due to a temporary disability to return to the Charter School when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated, in accordance with Education Code Section 48207.3.

The Charter School shall announce the number of openings at each grade level prior to commencing the Open Enrollment Process each year. The Charter School may subsequently increase the number of openings at any grade level but may not decrease the number of openings unless prior written notice setting forth good cause for the decrease is provided to SCCOE.

The Charter School shall comply with all requirements of the Charter Schools Act regarding application, admission, and enrollment in California charter schools, including but not limited to Education Code Section 47605.6(e). The Charter School shall admit all students who wish to attend, regardless of place of residency within California, unless the number of pupils who wish to attend exceeds the Charter School's capacity, in which case admission shall be determined by a public random drawing including the implementation of the admissions preferences authorized by SCCBOE. In no event shall the Charter School's admission practices, including its public random drawing, exclude or deny admission to any student who resides within California except when capacity at the pertinent grade level is exceeded, in which case the student(s) shall be placed on

the waitlist in the order drawn and offered admission in the order waitlisted immediately upon an opening becoming available, so long as a waitlist is maintained.

The admission preferences approved by the SCCBOE may not be amended or deviated from without prior approval by the SCCBOE in accordance with the procedures specified in Education Code Section 47605.6(e)(2)(B).

Students in a capped preference group shall be included in the public drawing and, if necessary, placed on the waitlist, both within that capped preference group and within the next highest noncapped lower-level preference group for which the student also qualifies so their opportunity for admission is not limited by the cap on a higher level preference group. In no event shall any waitlist carry over into future school years, instead all students, except existing students of the Charter School, shall be subject to the open enrollment application process for each new school year.

In no event shall a student who submitted their application after the close of the Open Enrollment Period and did not participate in the public random drawing be offered admission or placed on a waitlist above any student who participated in the public random drawing for admission, regardless of whether the applicant would or would not qualify for one of the admission preferences granted during the Open Enrollment Period and public random drawing. In the case of openings after the initial offers of admission at the time of the public random drawing, students shall be offered admission in strict accordance with their position on the wait list as established during the public random drawing and students shall not be moved up or down on the waitlist once placed thereon.

13. Free Schools

The Charter School shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Sections 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to the Charter School, nor shall any course credit or privileges related to Charter School educational activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services.

Any and all volunteer policies, documents, or other communications requesting or encouraging parents/guardians to volunteer or make donations, including any information distributed to parents/guardians regarding their “responsibilities and expectations” or otherwise regarding volunteering as part of the orientation or enrollment process, shall clearly specify that donations and volunteer hours, while encouraged, are purely optional, and are not required as a condition of admission, continued enrollment, or any other privilege offered by the Charter School, and that no student will be penalized in any manner based on whether or not their parent/guardian carried out any “responsibilities” or “expectations” that the Charter School might establish. The Charter School shall train the parent organization that is responsible for tracking any type of volunteer hours regarding the prohibitions against requiring volunteer hours or causing parents/guardians to believe that such hours are required. The Charter School shall also require any other Charter School-associated foundation or support organization, as a condition of the Charter School accepting donations from the Foundation, to undergo at least annual training on the prohibitions

against unlawful student fees and shall mandate that the Foundation commit to ensuring that no fundraising, marketing, or other efforts undertaken by the Foundation for the benefit of the Charter School shall indicate or imply to potential or current students/parents/guardians that any type of donation of money, goods, or services, including in-kind or volunteer services, is required or expected in order to be admitted to or attend the Charter School.

Any complaints alleging unlawful pupil fees shall be processed by the Charter School in accordance with Education Code Section 49013 and the Uniform Complaint Procedures.

14. Dispute Resolution

The portion of the Dispute Resolution element of the Charter entitled “Internal Disputes” is replaced in its entirety with the following:

Internal Disputes

The Charter School’s governing board will adopt policies and processes for airing and resolving disputes, other than those between the SCCOE and the Charter School, which are covered above. Policies applicable to parents, students and community members shall be found in the Parent-Student Handbook, which is made available to the community, and on the Charter School’s website. Employees shall also have access to dispute procedures applicable to employees through the Personnel Handbook which is distributed to and available to staff members.

The SCCOE will refer all disputes or complaints it receives not related to a possible violation of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and SCCOE or law or to the operation of the Charter School or the SCCOE’s oversight obligations to the Charter School’s Executive Director for resolution according to the Charter School’s internal dispute resolution processes. The SCCOE may choose to submit disputes that are related to possible violations of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and SCCOE or the law or to the operation of the Charter School or the SCCOE’s oversight obligations to the Charter School’s Executive Director for resolution according to the Charter School’s internal dispute resolution process. Should the SCCOE receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the SCCOE with regular updates regarding the Charter School’s investigation and resolution of the matter as well as upon request from SCCOE and upon resolution of the complaint or issue. In the event that the Charter School’s adopted policies and processes fail to resolve the dispute, the SCCOE agrees not to intervene in the dispute without the consent of the Charter School’s Board unless the matter relates to a possible violation of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and SCCOE or law or to the operation of the Charter School or the SCCOE’s oversight obligations.

15. Compliance with Title IX and Uniform Complaint Procedures

The Charter School shall implement a comprehensive plan to comply with all Title IX requirements, including in student discipline cases involving allegations of discrimination on the basis of sex. Unless it has already done so, the Charter School shall also update its student/parent handbook by no later than 30 days from the Effective Date of this MOU to provide appropriate information about Title IX, including how to file a Title IX complaint, and shall provide a copy of the updated handbook to SCCOE. The Charter School shall maintain on its website and

disseminate at least annually its Title IX policies (including any required evidence of training) and Uniform Complaint Procedures (“UCP”) and fully implement and comply with all such policies and procedures, including all required or appropriate training in order properly to implement such policies.

16. Budget and Finance

The Charter School is required to fully comply with California Education Code section 47604.33. This includes preparing and submitting annually all required reports on or before the respective due date, along with any appropriate supporting documentation (i.e., Assumptions, FCMAT LCFF Calculator, and any other information SCCOE as the chartering authority might request for review purposes). The adopted budget, interim reports, and unaudited actuals reports shall be certified and submitted using the Standardized Account Code Structure (SACS) or Alternative Form format and must be approved by the Charter School’s governing board.

In addition to the statutorily required reports listed above, SCCOE as the chartering authority requires additional information to be submitted, by LEA, as part of its ongoing fiscal monitoring.

- Monthly by the 20th day of each month –Complete bank statements with details of checks and deposits (can be a printout of the ledger) and bank reconciliation report, if funds are not held by the Santa Clara County Treasurer.
- Monthly by the 20th day of each month – Financial system-generated balance sheet and income statement.
- At Budget and Interim Reporting Periods – Cash-flow projections covering 24 months, including budget year and subsequent one year.

For a list of fiscal reports required to be submitted by SCCOE-authorized Charter Schools, please refer to **Exhibit 1**. As the Charter School’s authorizing and oversight agency, SCCOE is entitled to and may request any additional documentation from the Charter School that SCCOE deems necessary for or helpful to conduct a thorough review and analysis of the financial reports (e.g. a general ledger detail, trial balance, evidence of enrollment, copies of contracts, etc.). Nothing in this MOU, including Exhibit 1, or any addenda hereto, shall serve as a limitation on SCCOE’s authority to require additional information or documentation from the Charter School, including, but not limited to, pursuant to SCCOE’s authority pursuant to Education Code Section 47604.3.

a. Year-End Closure Policies and Procedures

By July 1, 2025, unless it has already done so, the Charter School shall submit to SCCOE its Board-adopted Fiscal Policies and Procedures, which include detailed, written year-end closing policies and procedures over the Charter School’s financial records, which shall be revised as necessary to be satisfactory to the County Superintendent or designee. The Charter School’s year-end closing policies and procedures shall include all the following:

- Designation by title/job duties of all personnel involved in the process.
- A year-end closing checklist to be followed for closing out financial records by August 30 following the end of each fiscal year, which checklist shall follow Generally Accepted Accounting Principles for booking all necessary accruals and/or estimates of accruals.

- Specification that the Charter School's accounting records shall be closed out and no further adjustments made to those records no later than September 15 after the end of the fiscal year.
- Specification that no adjustments to the financial records may be made by the Charter School following submission of the Unaudited Actuals to SCCOE for review and submission to the CDE, and at the time of submission to SCCOE all necessary adjustments for the fiscal year must be reflected in the Charter School's financial records. From the time of that submission to SCCOE to the submission of the Charter School's audit report to external parties, the only adjustments to the financial records that are permitted are those proposed by the external audit engagement team after completion of the audit team's fieldwork.

b. Cash Flow and Reserve.

Charter School shall, at all times, maintain a reserve of four percent or greater of the total expenditures in each respective fiscal year. Cash flow balances must be reconciled during interim and year-end reporting, at a minimum. If cash demands cannot be met at any given time during the fiscal year, an updated cash flow projection by month must be submitted, along with a Charter School board-approved resolution and minutes that reflect the details of any financial support established to address the cash flow shortfall.

c. Banking Arrangements.

The Charter School will reconcile the ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare a balance sheet. The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed five hundred dollars (\$500), may be established with an appropriate ledger to be reconciled quarterly. Property Inventory.

d. Property Inventory

The Charter School's Executive Director or designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment according to a policy established by the Charter School's governing board that shall comport with all relevant statutory requirements.

e. Payroll.

The Charter School or its business services provider will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Charter School's Executive Director or designee and the Charter School's business service manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

17. Charter School Certification of Information

Within the window period set by the CDE, the Charter School shall complete the annual Charter School Certification of Information via the web-based application CDE makes available to charter school administrators.

18. Employee Qualifications

a. Teacher Credential Requirements

Charter School agrees and acknowledges that its teachers shall be subject to Education Code 47605.6 with respect to the holding of a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment.

Teachers of record at the Charter School shall have obtained a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code Sections 44339, 44340, and 44341.

The Charter School shall ensure timely compliance with these requirements, and as part of the annual credential review process, the Charter School shall provide to the SCCOE a copy of the certificate of clearance for each teacher who will work at the Charter School.

b. Business Services

The Charter School shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of the Charter School. Such services may be provided either by an employee of the Charter School or by a consultant/consultant group hired by the Charter School. Any such employee or consultant/consultant group shall have a minimum of three years of experience serving a California public school (charter or non-charter) or equivalent educational institution experience in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) or equivalent educational institution experience in a consultant capacity. This provision does not require that each Charter School employee or consultant whose duties include business and finance issues must meet these qualification requirements, but if the Charter School's internal employees do not have the requisite experience, a back-office service provider or similar consultant must be used in combination with the Charter School's internal experts.

19. Audit

The annual independent audit of the Charter School required by Education Code Section 47605.6, subdivision (b)(5)(I) and (m) shall be performed. Any findings, recommendations, or deficiencies shall be reported to the SCCOE and resolved pursuant to the terms of the Charter, and the Charter School agrees to resolve outstanding issues from the audit prior to completion of the auditor's final report. The Charter School shall immediately forward a copy of the audit to the SCCOE upon receipt of the final audit findings in accordance with state timelines.

The Charter School shall comply with the Nonprofit Integrity Act of 2004 (2004 Cal. Laws Chapter 909 (SB 1262).) If the Charter School has a Finance Committee and an Audit Committee; the chairperson of the audit committee cannot be a member of the finance committee.

The auditor will verify the accuracy of the Charter School's financial statements, attendance and enrollment, accounting practices, revenue-related data collection and reporting practices and will review the Charter School's internal controls. The audit will include a review of ADA as reported by the Charter School. Moreover, the audits will address whether the Charter School's money is being managed responsibly and that its financial statements conform to generally accepted accounting principles.

In the case that the Charter School either does not pay for or have an independent audit completed within one month of the applicable timelines, the SCCOE, may, at its option, pay for an audit to be completed and invoice the Charter School for the expense, which shall be immediately due and payable, or subtract such payment from any funds due to the Charter School.

Further, the SCCBOE shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the SCCOE if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than five percent (5%) total; in all other cases, the Charter School shall bear the cost of the audit.

20. Insurance.

No coverage shall be provided to the Charter School by the SCCOE, including self-insured programs or commercial insurance policies. In the event the Charter School adds locations (which may only be done through an approved material revision to its Charter), each Charter School location shall meet the below insurance requirements individually. It shall continue to be the Charter School's responsibility, not the SCCOE's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

The Charter School shall purchase and maintain in full force and effect at all times during the term of this MOU and/or its Charter insurance in amounts and types and subject to the terms approved by the SCCOE's risk manager and as specified below. The Charter School's obligations to acquire and maintain insurance as provided in this section of the MOU shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations until the Charter School has fully complied with the Closure Protocol set forth in its Charter and/or this MOU and any additional closure procedures required by law, regulation, or required by the CDE.

Without limiting this MOU or the Charter and/or the defense, indemnity, and hold-harmless obligations of the Charter School, throughout the life of the Charter, the Charter School shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage shall be procured in the amount of \$15,000,000 per occurrence.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of \$15,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.
- B. General Liability Insurance Endorsement Negligence providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of \$15,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$ 1,000,000 per occurrence and \$1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an “all risk” basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any SCCOE property is leased, rented, or borrowed, it shall also be insured by the Charter School in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER’S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for educators’ legal liability and error and omissions in an amount not less than \$5,000,000 per “claim” with an aggregate policy limit of \$15,000,000.

FIDELITY BOND coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence.

All of the insurance and/or coverage required by the foregoing provisions of this MOU shall: (a) be endorsed to name the SCCOE, the SCCBOE, the County Superintendent, Board members, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or

Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the “SCCOE and the SCCOE Personnel”) as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the SCCOE and/or by the SCCOE Personnel shall be in excess of the Charter School’s insurance and/or coverage required by the foregoing provisions of this MOU and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School; (c) shall be on an “occurrence” basis rather than a “claims made” basis, excepting only educators’ legal liability and errors and omissions insurance and/or coverage, which shall be on a “claims made” basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days’ prior written notice thereof given by the insurer to the SCCOE by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the SCCOE by the insurer, the Charter School shall also provide the SCCOE with thirty (30) days’ prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU, and any permitted change to any policy of insurance or memorandum of coverage shall be evidenced in accordance with the Verification of Coverage requirements below. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the SCCOE’s option.

The acceptance by the SCCOE of the insurance and/or coverage required by the foregoing provisions of this MOU shall in no way limit the liability or responsibility of the Charter School or of any insurer or joint powers authority to the SCCOE.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that all rights of subrogation against the SCCOE and/or the SCCOE Personnel are waived.

VERIFICATION OF COVERAGE

The Charter School shall provide to the SCCOE complete copies of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this MOU, including all declarations, forms, and endorsements, which shall be received and approved by the SCCOE risk manager within thirty (30) days of the approval of this MOU and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the SCCOE for such documents. The complete copies and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of complete copies and endorsements evidencing the same shall in no way be construed as a

limitation of the obligation(s) of the Charter School to defend, indemnify, and hold harmless the SCCOE and the SCCOE Personnel.

DEDUCTIBLES AND LIMITS OF LIABILITY

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this MOU shall not reduce or limit the obligation(s) of the Charter School to defend, indemnify, and hold harmless the SCCOE and the SCCOE Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this MOU shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this MOU must be declared to and approved by the SCCOE.

The Parties anticipate that the required levels and types of insurance coverage required to meet the SCCOE's risk management standards may change over time. Charter School agrees to maintain such insurance as may be required by the SCCOE, the terms of which may be updated annually by the SCCOE, or more frequently with Charter School's agreement, and the Parties shall enter into an amendment or addendum to this MOU to revise the terms of the required coverage should the SCCOE determine such an amendment or addendum is preferred.

Any waiver or modification of these insurance requirements can only be made with the prior written approval of the County Superintendent or their designee. The minimum insurance requirements as specified herein do not represent a determination by SCCOE that the coverage is adequate or sufficient to protect Charter School from risk related to its operations, and Charter School must determine whether and what additional coverage may be appropriate for its operations.

The coverage and limits required hereunder and/or SCCOE's acceptance of the insurance and/or coverage required by the foregoing provisions of this MOU shall not in any way limit the liability or responsibility of the Charter School or any insurer or joint powers authority to SCCOE.

The Charter School shall notify the SCCOE's Charter Schools Department and risk manager of any litigation or legal action taken or written claims made by any party against the Charter School or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 15 days of the Charter School's receiving notice. The Charter School shall promptly respond to all reasonable inquiries from the SCCOE regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU. The Parties recognize that some records relating to claims and litigation may be confidential and thus not disclosable to the SCCOE, though the confidentiality of particular records does not limit the Charter School's obligation to report to the SCCOE the existence of the litigation, legal action, or claim.

The Charter School shall promptly respond to all inquiries from the SCCOE regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU.

21. Indemnification

To the fullest extent permitted by law, the Charter School agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to SCCOE, and hold harmless the SCCOE, SCCBOE, the County Superintendent and each of their members, officers, Board appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (“Indemnitees”) from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney’s fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of the Charter School, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School arising from or in any way relating to the performance of and/or to the failure to perform in whole or in part any obligation under this MOU and/or in any way related to the operation or operations of the Charter School or of any other facility, program, or activity.

The obligations of the Charter School to defend the SCCOE and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this provision shall be construed to obligate the Charter School to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee’s sole negligence or from an Indemnitee’s willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

The Charter School further specifies that its indemnification, defense, and hold harmless obligations pursuant to this MOU extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

In the event that Charter School exhibits a deficit at any financial reporting period, the Charter School’s governing board shall pass a “Resolution of Funding of Rocketship Academy Brilliant Minds Charter” stating that RSED will provide all necessary funds for Charter School to maintain compliance with the law, its Charter, and this MOU. A new resolution must be approved by the Board of Directors each time Charter School reports a deficit in order to evidence that the Board is aware of Charter School’s current fiscal situation. A copy of the approved, signed resolution and approved minutes evidencing such approval shall be provided to SCCOE.

The Charter School’s obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or

cancellation of this MOU or the Charter School's Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations.

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse the Charter School's obligations to obtain and maintain the insurance required by this MOU and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this MOU.

22. School Name

The Charter School shall be known as **Rocketship Academy Brilliant Minds**. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the SCCOE.

23. Discouraging Enrollment or Dismissal from Charter School; Student Suspension and Expulsion

The Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), which includes but is not necessarily limited to pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, or any of the characteristics identified in Education Code Section 220 or any other characteristic protected by law, or association with persons with any of these characteristics.

The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or to transfer to another school for any reason, including, but not limited to, academic performance of the pupil, in order to avoid or reduce disciplinary consequences including suspension or expulsion, or because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), or any of the characteristics identified in Education Code Section 220 or any other characteristic protected by law, or based on association with persons with any of these characteristics. This paragraph shall not apply to actions taken by the Charter School pursuant to the procedures described in the Charter School's procedures for suspension and expulsion as described and approved in the Charter and this MOU.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the

native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Welfare and Institutions Code Section 224.1, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in Education Code Section 47605.6(b)(5)(J)(ii) for expulsions before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker, initiates the procedures specified in Education Code Section 47605.6(b)(5)(J)(ii) for expulsions, the pupil shall remain enrolled and shall not be removed until the Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions pursuant to Education Code Section 47605.6(b)(5)(J)(i) and (ii) and the requirements of the Charter and this MOU.

Notwithstanding the legally required information in the preceding paragraph, compliance with the procedures for involuntary removal and expulsion set forth in the Charter and this MOU shall be the only processes for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School for any reason, including but not limited to, disciplinary, attendance, and academic causes except as otherwise mandated by Education Code Section 47605.6, as it may be amended from time to time.

Should a pupil who has been recommended for expulsion by the Charter School administrator responsible for such recommendation pursuant to the expulsion procedures withdraw from enrollment at the Charter School prior to the completion of the expulsion process, the Charter School shall continue with and complete the expulsion process and make a final determination regarding expulsion regardless of the effort to withdraw the student from the Charter School.

Notwithstanding any language to the contrary in the Charter, revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq.* applicable to non-charter schools shall constitute a material revision to the Charter unless determined by the SCCOE not to be a material revision.

Students expelled from any school for any of the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

Should any student leave the Charter School per 47605(e)(3) the Charter School will notify the district superintendent of the pupil's last known address within 30 days. The Charter School will also notify SCCOE at the same time.

a. Homework During Suspension

The Charter School shall, upon the request of a parent or pupil, provide homework that would otherwise have been assigned to a pupil who has been suspended for two or more schooldays. If

a homework assignment that is requested and turned into a teacher either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class

24. Transportation

Transportation to and from school is the sole responsibility of the families who choose to attend the Charter School, except as voluntarily offered by the Charter School or as required by law, including, but not necessarily limited to, the IDEA and the McKinney-Vento Homeless Education Assistance Act.

If the Charter School provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils.

The plan shall address all the following: (a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); (b) procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; (c) boarding and exiting a school bus at a school or other trip destination; (d) procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus; (e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

25. Closure Procedures

In addition to the procedures specified in the Charter, the Charter School shall comply with all the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the following requirements. The closure procedures set forth in the Charter and in this section of this MOU shall be collectively referred to as the "Closure Protocol." The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this MOU, the procedures set forth in this MOU shall prevail.

- A. Charter School shall identify an entity and person(s) responsible for closure-related activities and each notice required below shall include information on the responsible person and entity and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure.
- B. The Charter School Board shall provide written notification to the SCCOE of the determination of the Closure Action and of the effective date of the closure, and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure as a charter school within 72 hours of the Closure Action.
- C. Charter School shall provide written notification to the home districts of the list of returning students within 72 hours of the determination of the Closure Action.

- D. Charter School shall provide written notification of the Closure Action and the effective date of closure of Charter School to the CDE, the Charter School's SELPA, and the retirement systems in which Charter School's employees participate by registered mail within 72 hours of the Closure Action.
- E. On closure, Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- F. Notice to the parents and students will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.
- G. Charter School will provide parents, students, and the receiving school districts with copies of all appropriate student records. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. Section 1232g. As permitted by each student's district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. Charter School will ask the SCCOE to store original records of Charter School students for which the district of residence/district of attendance is not known or will not accept the records. If the SCCOE will not or cannot do so, Charter School shall ask the SCCOE to designate a suitable alternative location for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.
- H. The Charter School shall provide SCCOE with a list of students enrolled in the Charter School within 10 days of the effective date of the Closure Action. The Charter School shall provide SCCOE the date each student's cumulative file is transferred to a new school or home district and the name of the school/district to which each file was transferred within 10 days of transferring the file.
- I. As soon as is reasonably practical, but no later than 90 days after the latter of the Closure Action or the effective date of the closure, Charter School shall prepare final financial records. The Charter School's independent audit completed by an independent auditor who meets the qualifications to perform Charter School's annual audits, as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the SCCOE promptly upon completion. The auditor and audit shall comply with all the requirements for Charter School's annual audit as set forth in the Charter. Any costs for the audit incurred by the SCCOE shall remain a liability of Charter School until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by Charter School shall be the responsibility of Charter School and not the SCCOE. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source.

- J. For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter School Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.
- K. In addition to the final audit, Charter School shall also submit any required year-end financial reports to the CDE and the SCCOE in the form and timeframe required.
- L. If RSED does not operate any charter school other than the RBM, and RSED chooses to dissolve upon closure of the Charter School, the corporation will be dissolved according to its Bylaws.

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of RBM, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending RBM – which have been determined to have been generated exclusively through state and federal apportionment funds for RBM students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district. Any assets acquired from the SCCOE or SCCOE property will be promptly returned to the SCCOE upon RBM's closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of RBM will be liquidated, and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the SCCOE or another California public school, school district, or county office of education. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

This Closure Protocol and the Closure Protocol set forth in the Charter shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the SCCOE agree that, due to the nature of the property and activities that are the subject of the Charter, the SCCOE and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The SCCOE, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken,

without in any way prejudicing any other legal remedy available to the SCCOE. Such relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

26. Business and Operations Management

RBM shall at all times operate as a distinct and separate LEA and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to RBM and/or the RSED corporation or any other related entity including, but not limited to, any existing charter schools or additional or new charter schools that may be approved after the effective date of this MOU. RBM shall either (1) maintain its own separate and distinct bank account(s), and RBM's funds shall not be commingled in a joint bank account with the funds of any other school(s) or operations and shall be kept physically separate from the funds of any other school(s) or operations or (2) maintain its own separate and distinct financial records and account code(s) (i.e. Site Code) and submit a general ledger report to SCCOE by the 20th of each month.

At all times, the Charter School shall submit financial reports for RBM as a distinct LEA and have audits performed on the financial statements of the Charter School. By July 1, 2025, unless the Charter School has already done so, the Charter School shall develop and submit to the SCCOE, Fiscal Policies and Procedures governing its operations, which Fiscal Policies and Procedures may be revised as necessary. A copy of the Charter School's Fiscal Policies and Procedures shall be submitted to the SCCOE annually on or before July 1 for the following fiscal year and any time that the Charter School desires to revise its Fiscal Policies and Procedures. In areas where overlap in purchasing or resource allocation might occur between RBM and any other school(s) or entities that might be operated by or associated with RSED or any other related entity, the Charter School's Fiscal Policies and Procedures shall be revised as necessary to describe how allocations will occur between distinct LEAs and entities and the Charter School shall provide the Fiscal Policies and Procedures covering such issues involving related entities to the SCCOE. In no event shall the Charter School develop or revise its Fiscal Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of its Charter and/or this MOU or other agreement between the Charter School and the SCCOE. The Fiscal Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs.

The Financial Policies and Procedures shall include a means of ensuring that all funds generated by and attributable to RBM authorized pursuant to the Charter will be maintained and expended for the educational benefit of the students at RBM.

Should RSED or any other related entity operate or obtain approval of or otherwise open another charter school or any other entity in addition to RBM, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, the Charter School shall provide to the SCCOE a calculation of all costs projected to be shared between RBM and any other RSED-related entity-operated school(s)/entity(ies) that deviate from the Financial Policies and Procedures described above, including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, the Charter School shall immediately provide the SCCOE with

an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in RBM's financial records and reviewed as part of Charter School's annual fiscal audit.

27. Term and Renewal

The parties mutually agree that the Charter Schools Act does not permit "evergreen" terms or the "stacking" of terms. The Charter School may submit its request for renewal on or after July 1 of the final year of its term.

The availability of current statewide student performance data and the data to be provided by the CDE pursuant to Education Code Section 47607(d)(1) will provide information regarding the Charter School's compliance with Education Code Section 47607's standards for approval of renewal. The SCCOE encourages the Charter School to submit its request for renewal only after receiving documentation of its statewide testing results from its last year of operation pursuant to the current renewal term.

Any renewal or material revision request shall include all of the following materials:

1. At least 1 hard copy (in a notebook or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents that includes references to all appendices/exhibits/attachments.
2. A redline comparing the renewal/revision Charter to the current Charter included in each notebook.
3. An electronic (Word) version of both the clean and redline versions of the renewal/revision Charter.
4. An electronic (Excel) version of the Budget including the LCFF calculator. Charter School will provide all other fiscal data necessary to understand budget calculations upon request.
5. The petition shall be updated to include a reasonably comprehensive description of how the Charter School is complying/will comply with any new legal requirements since the Charter was most recently granted or renewed and as necessary to reflect the Charter School's current program (including as updated/modified to comply with the requirements of this MOU and any addenda hereto).
6. An electronic (Word) version of the currently approved and operating version of the Charter.
7. An executive summary (including page references) of the changes requested or made from the currently approved Charter (including as updated or clarified pursuant to this MOU and any addenda hereto), and specific explanations of any requested material revision(s) to the Charter.
8. Renewal petitions must contain the California Dashboard data and state-wide testing data from the immediately preceding two years of the Charter's operations, including

the data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c) and 47607.2 or the alternative verifiable data provided for in Education Code 47607(c)(6) for that period and any and all other data, plans, or information necessary to support renewal pursuant to Education Code 47607 and 47607.2.

9. A signed certification of completeness.
10. A completed SCCOE petition review matrix.
11. An electronic (PDF) version of the entire petition package for publishing purposes.

The renewal process shall be governed by the provisions of Education Code Sections 47605.6, 47607 and 47607.2, or the provisions of law that may supersede, modify, amend, or succeed those provisions.

The Charter School is encouraged to consult with the SCCOE Charter Schools Department, and SCCOE is encouraged to timely and cooperatively reply, regarding submittal of a draft of any renewal request prior to the formal submittal of any renewal request in order to provide additional time for SCCOE review and comment, and for the Parties to work cooperatively on any outstanding issues relative to the Charter School's operations or the Charter document, as well as to coordinate with SCCOE the timing of submission of the renewal request. Any review of or comment on the proposed renewal Charter prior to the formal submittal will be at the SCCOE's sole discretion.

The SCCBOE delegates to the Superintendent or designee and the Charter School Board delegates to the Executive Director or designee authority to waive or extend the timelines in this MOU and its addenda, the Charter, law, or applicable regulation, including but not limited to, for consideration or action on material revision and/or renewal of the Charter.

28. Debts and Obligations

The Charter School shall be solely responsible for all costs and expenses related to the Charter and its operation, including, but not limited to, costs of insurance, reserves, staff, and operations.

The Charter School shall have no authority to enter contracts for or on behalf of the SCCOE. Any contracts, purchase orders, or other documents to which SCCOE is not a party and/or which are not approved or ratified by the SCCBOE or County Superintendent shall be unenforceable against the SCCOE and shall be the Charter School's sole responsibility.

To the extent practicable, the Charter School shall include a term in any agreements/contracts it enters into with any vendors and other entities and individuals outside of SCCOE that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of any chartering authority and are not enforceable against any chartering authority, which include but may not be limited to SCCOE.

29. Independent Entity

The Charter School and its officers, board members, employees, and volunteers, shall operate and provide the school services pursuant to this MOU and its addenda and the Charter as a wholly independent entity. The Charter School and the SCCOE shall not in any way or for any purpose

become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The SCCOE shall not be liable for the acts, errors, omissions, debts, obligations, or liabilities of Charter School.

30. Affirmations; Policies; Notifications; Legal Compliance.

The Charter School shall comply with all laws governing California charter schools, the terms of its Charter, and the terms of this MOU, including any addenda hereto. The Charter School's obligations include, but are not limited to, each of the following:

- The Charter School shall not discriminate against a pupil or any person on the basis of 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 Section 422.55 of the Penal Code, including immigration status, or any other characteristic protected by law, or association with an individual who has any of the aforementioned characteristics. Each nondiscrimination statement and affirmation in the Charter shall be interpreted and applied to include and prohibit discrimination on the basis of any and all of the characteristics included in this paragraph or otherwise protected by law.
- The Charter School shall provide notice of the requirements of Education Code Section 47605.6(e)(4) in the form developed by the CDE, which notice shall be posted on Charter School's internet website within two business days of the Effective Date of this MOU, unless it has already done so, and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times:
 - (i) When a parent, guardian, or pupil inquires about enrollment.
 - (ii) Before conducting an enrollment lottery.
 - (iii) Before disenrollment of a pupil.
- Charter School shall adopt the policy and fulfill the other requirements of Education Code Section 234.7 concerning pupil protections relating to immigration and citizenship status or religious beliefs, unless it has already done so. The Charter School shall post on its website(s) in a prominent location readily accessible to parents and guardians, all the policies and information as specified in Education Code Section 234.6 within two business days of the Effective Date of this MOU, unless it has already done so.
- Charter School shall notify students and parents/guardians at least twice during each school year of how to initiate access to available student mental health services on campus or in the community in the manner required by Education Code Section 49428.
- In accordance with Education Code Section 49062.5, upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, Charter School shall update and reissue a former student's records to include the student's updated legal name or gender.
- Charter School shall provide notice concerning the human papillomavirus (HPV) immunization in accordance with Education Code Section 48980.4 and Health and Safety Code Section 120336.

- Charter School shall comply with the requirements of Education Code Sections 48986 and 49390 *et seq.*, concerning threats of homicide at school and safe storage of firearms.
- Charter School shall comply with the Safety and Supportive Schools Act (Ed. Code § 218 *et seq.*) and the Support Academic Futures and Educators for Today's Youth Act or SAFETY Act (AB 1955, 2024).
- Charter School shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications, and within 90 days of the Effective Date, if it has not already done so, shall adopt rules and regulations in the form of a written publications code that must include reasonable provisions for the time, place, and manner of conducting such activities, in compliance with Education Code Section 48907 and provide a copy of that publications code to SCCOE.
- Charter School shall comply with the requirements of Education Code Section 243 regarding the use of textbooks, instructional materials, supplemental instructional materials, or other curriculum for classroom instruction or books or resources in a school library.
- Charter School shall comply with the requirements related to student all-gender restrooms as applicable to the Charter School pursuant to Education Code Sections 17585 and 35292.5.
- Charter School shall stock and provide free menstrual products in accordance with Education Code Section 35292.6.
- If Charter School participates in interscholastic athletic programs and/or the California Interscholastic Federation (CIF), it shall comply with Education Code Sections 33353, 35179.4, and 35179.6.
- Charter School shall provide for student recess in accordance with Education Code Section 49056.
- Charter School shall provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414.
- If Charter School chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, it shall comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist.
- Charter School shall make the materials prepared by the CDE about type 1 diabetes available to parents/guardians when the pupil is first enrolled in elementary school and as part of Charter School's annual notifications.
- Charter School shall comply with the requirements of the Seizure Safe Schools Act. (Ed. Code, § 49468 *et seq.*)

- If it has not already done so, by July 1, 2025, Charter School shall implement policies relating to preventing contact with blood-borne pathogens and meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. Whenever exposed to blood or other body fluids through injury or accident, students and staff shall be required to follow the latest medical protocol for disinfecting procedures.
- Pursuant to Code of Civil Procedure Section 527.8 and Labor Code Sections 6401.7 and 6401.9, Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan and record information in a violent incident log for every workplace violence incident. These requirements include, but are not limited to, effective and timely training of employees on the workplace violence prevention plan that includes additional training when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. Charter School shall keep identification, evaluation, correction, and training records as required by law.
- Pursuant to Education Code section 49501.5, Charter School will provide two nutritionally adequate school meals free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal.
- Charter School shall develop, maintain, and deliver suicide prevention policies in accordance with all requirements of Education Code Section 215. On or before January 1, 2025, the Charter School's Board shall review and update its policy on pupil suicide prevention to incorporate best practices identified by CDE in the CDE's model suicide prevention policy, and shall review, at minimum every fifth year, Charter School's policy on suicide prevention and, if necessary, update that policy. If Charter School issues pupil identification cards to students in any of grades 7 to 12, inclusive, it shall have printed on the identification cards the telephone number for the National Suicide Prevention Lifeline, the National Domestic Violence Hotline, and other suicide-prevention and emergency-response telephone numbers, as appropriate.
- Charter School will allow a pupil who is a migratory child to continue attending their school of origin regardless of any change of residence of the pupil. Charter School will inform a pupil who is a migratory child and that pupil's parent or guardian of the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services.
- In accordance with Education Code Section 46148, Charter School's middle school start time shall begin no earlier than 8:00 a.m.
- Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood-borne pathogens, and shall maintain a calendar for and conduct emergency response drills for students and staff.

31. Updated Documents and Policies

On or before July 1, 2025, the Charter School shall revise its student/parent handbook, employee handbook(s), and any other policies and procedures to ensure consistency with the terms of the

Charter, this MOU and any addenda hereto, and the law, including the notices required by the Charter, this MOU, and/or the law. The student/parent handbook shall also be posted on the Charter School's website.

32. Compliance with Laws Applicable to Public Agencies

The Charter School agrees to comply at all times with laws that generally apply to charter schools and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Brown Act (Cal. Gov. Code, § 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code, § 6250 *et seq.*);
- State conflict of interest laws: the Political Reform Act (Gov. Code, § 87100 *et seq.*; Gov. Code, § 1090 *et seq.*; Gov. Code § 1126);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);
- The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. § 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code, § 12900 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- Title IX of the Education Amendments of 1972 (Patsy Takemoto Mink Equal Opportunity in Education Act);
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g *et seq.*); and
- The Elementary and Secondary Education Act ("ESEA") as reauthorized and amended by the Every Student Succeeds Act ("ESSA")

IX. CONSTRUCTION AND SEVERABILITY

A. Amendments

This agreement may be amended or modified, in whole or in part, only by a negotiated, signed, written agreement executed by duly authorized representatives of SCCOE and the Charter School.

B. Interpretation; Severability

The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction that might otherwise apply. The section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this MOU. If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute, and/or ordinance, such provision shall be revised by mutual agreement of the Parties or severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

C. Notifications

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the Superintendent at: County Superintendent of Schools Santa Clara County Office of Education 1290 Ridder Park Drive San Jose, California 95131	To the Charter School at: Executive Director Rocketship Education 2001 Gateway Place, Suite 230E San Jose, California 95110
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IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below:

By:  Signed by: Charles Hinman Date: 2/18/2025 | 3:03 PM PST
286C9108BD11428...
Charles Hinman, Ed.D.
Interim County Superintendent of Schools
Santa Clara County

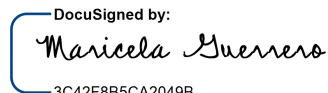
By:  DocuSigned by: Maricela Guerrero Date: 2/18/2025
3C42E8B5CA2049B
Maricela Guerrero, Executive Director
On Behalf of Rocketship Academy Brilliant Minds and Rocketship Education d/b/a
Rocketship Public Schools

EXHIBIT 1



CHARTER SCHOOLS DEPARTMENT FISCAL COMPLIANCE TIMELINE		
Due Date	Report Requirement	Description
By the 20th day of the month for the prior month	Monthly Financial Reports	Submit monthly reports to Charter Financial Administrator
	Submit to Charter Fiscal Admin using below link: Monthly Financial Report Submission Form	<ol style="list-style-type: none"> 1. Complete bank and investment statements with details of checks and deposits (can be a printout of the ledger), if funds are not held by the Santa Clara County Treasurer 2. Reconciliation reports, General ledger, Profit & Loss statement, and Balance Sheet 3. If cash demands for next 12 months cannot be met, submit a Monthly Cash Flow Projection for the upcoming 12 months along with Board approved resolution and minutes
By the 15th day of the month for the prior month	Monthly Attendance Reports	Submit monthly attendance reports to SCCOE Internal Business
July 1	Adopted Annual Budget LCFF calculator	Submit to SCCOE Charter Financial Administrator Required documents below:
	Submit to Charter Fiscal Admin using below link: Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of Adopted Budget Alternative Form 2. LCFF calculator 3. New issuance/ amendments of bonds, contracts, debt agreements, etc. 4. PDF of the certification with a wet signature 5. Charter Board numbered resolution and/or Board minutes of approval(s) by July 1 (if necessary -- i.e. no Board meeting in June -- no later than the first board meeting after July 1)
	Updated/New Lease and/or Facility Use Agreement (FAU); Certificate of Occupancy, if required	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	1. Executed Updated/New Lease and/or Facility Use Agreement for current fiscal year.
	Fiscal Contact(s) & Business Operations Manager(s) (BOMs)	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	1. Updated list of Fiscal Contact(s) & Business Operations Manager(s) (BOMs)
	Form 990	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	1. Submit most recent Form 990
	Accounting/Financial Policies & Procedures	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> 1. In addition to the required document, provide Charter Board numbered resolution and/or Board minutes of approval(s) 2. After initial submission, provide documents if amended - along with the board approval of changes
July 6	Annual Attendance PY	Submit to SCCOE Internal Business
		1. Due to Angela Uyeda, Accountant- Internal Business Services - at contact below
July 15	PENSEC Report	Submit to SCCOE Charter Financial Administrator
		<ol style="list-style-type: none"> 1. Submit PENSEC Report electronically to the CDE 2. Mail or hand deliver original PENSEC Data Certification with wet signature(s)
August 1	Proof of Insurance (Copy of the complete policy including COI)	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> 1. Certificate of General Liability which includes, or has a rider for, sexual abuse and child molestation 2. Additional Insured Endorsement naming SCCOE
August 20	Revised Budget (45 Day revise, if applicable)	Submit Revised Budget to Charter Financial Administrator
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of Revised Budget Alternative Form 2. PDF of the certification with a wet signature
September 15	Prior Year (PY) Unaudited Actuals	Submit PY Unaudited Actuals Financial Report to Charter Financial Administrator
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of Unaudited Actuals SACS Alternative Form 2. PDF of the certification with a wet signature 3. Board Approved Minutes no later than the first Board Meeting after September 15
Submission Window October -December	CALPADS and CBEDS Data Reporting Fall 1	Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information.
October 15	20 Day Attendance Report (Only if PENSEC Report is submitted)	Submit to Charter Financial Administrator via mail or hand delivery
		1. A copy of 20 Day Attendance report with original, wet signature
December 15	First Interim Report LCFF calculator	Submit to Charter School Administrator Contains actuals as of October 31
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of First Interim Alternative Form 2. LCFF calculator 3. New issuance/ amendments of bonds, contracts, debt agreements, etc. (After the July 1 submission) 4. PDF of the certification with a wet signature 5. Charter Board numbered resolution and/or Board minutes of approval(s) by December 15 (if necessary -- i.e. no Board meeting in December -- no later than the first board meeting after December 15)
	PY Annual Audit Report	Submit to Charter Financial Administrator, CDE, State Controller's Office
	Other Fiscal Mandated Reports Form	1. Soft copy with Management Letter
	Annual Financial Oversight: FCMAT Charter School Fiscal Health Risk Analysis (FHRA) Tool	FCMAT Charter School FHRA Tool: https://www.fcmat.org/PublicationsReports/Charter-School-FHRA.xlsx
Submission Window January - March	Based on the Charter School Annual Oversight Visit Schedule	
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	1. Two weeks prior to the scheduled Annual Financial Oversight Visit submit in Excel format a completed FHRA tool.
January 6	P-1	Submit P-1 Attendance Report to SCCOE Internal Business
Submission Window January -March	CALPADS and CBEDS Data Reporting Fall 2	Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information
March 15	Second Interim Report LCFF calculator	Submit to Charter School Administrator Contains actuals as of January 31
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of Second Interim Alternative Form 2. LCFF calculator 3. All bonds, contracts and other encumbrances (if not already reported) 4. PDF of the certification with a wet signature 5. Charter Board numbered resolution and/or Board minutes of approval(s) by March 15 (if necessary -- i.e. no Board meeting in March -- no later than the first board meeting after March 15)
March 29	Auditor Selection for Current FY	Submit to Charter School Administrator
	Other Fiscal Mandated Reports Form	1. Complete SCCOE Auditor Selection Form
April 15	P - II	Submit to SCCOE Internal Business
April- July	CALPADS and CBEDS Data Reporting EOY 1, EOY 2, EOY 3	Census Date: TBD. Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information
SUBMIT ATTENDANCE REPORTS TO SCCOE INTERNAL BUSINESS:		SUBMIT FINANCIAL REPORTS TO SCCOE CHARTER SCHOOLS DEPARTMENT FINANCIAL ADMINISTRATOR:
Reports can be faxed to: (408) 453-6720 Angela Uyeda - Accountant Internal Business Services - SCCOE 1290 Ridder Park Drive MC 245 San Jose, CA 95131 AUyeda@sccoe.org 408-453-6997		Shailu Sharma Financial Administrator Charter Schools Department 1290 Ridder Park Drive, MC 234 San Jose, CA 95131 SSharma@sccoe.org 408-453-3609
		Cynthia Tapia Financial Administrator Charter Schools Department 1290 Ridder Park Drive, MC 234 San Jose, CA 95131 CTapia@sccoe.org 408-453-3604

Please note that document submission deadline to Charter Schools Department may differ from actual submission date by SCCOE to other agencies. The Charter School Department will inform in advance accordingly.
Rev. 05.10.2024



CHARTER SCHOOLS DEPARTMENT FISCAL COMPLIANCE TIMELINE				
Due Date	Report Requirement	Description		
By the 20th day of the month for the prior month	Monthly Financial Reports Submit to Charter Fiscal Admin using below link: Monthly Financial Report Submission Form	Submit monthly reports to Charter Financial Administrator <div><div>1</div><div>Complete banked investments statements with details of checks and deposits (can be a printout of the ledger), if funds are not held by the Santa Clara County Treasurer</div><div>2</div><div>Reconciliation reports, General Ledger, Profit & Loss statement and Balance Sheet</div><div>3</div><div>Fiscal demands for next 12 months cannot be met, submit a Monthly Cash Flow Projection for the upcoming 12 months along with Board approved resolution and minutes</div></div>		
By the 15th day of the month for the prior month	Monthly Attendance Reports	Submit monthly attendance reports to SCODE Internal Business		
July 1	Adopted Annual Budget LCFF calculator	Submit to SCODE Charter Financial Administrator Required documents below: <div><div>1</div><div>Excel file of Adopted Budget Alternative Form</div><div>2</div><div>LCFF calculator</div><div>3</div><div>New issuance/ amendments of bonds, contracts, debt agreements, etc.</div><div>4</div><div>PDF of the certification with a wet signature</div><div>5</div><div>Charter Board numbered resolution and/or Board minutes of approval by July 1 (if necessary -- i.e., no Board meeting in June -- no later than the first board meeting after July 1)</div></div>		
	Submit to Charter Fiscal Admin using below link: Beginning of the Fiscal Year Mandated Reports Form			
	Updated/ New Lease and/or Facility Use Agreement (FUI); Certificate of Occupancy, if required	Submit to SCODE Charter Financial Administrator <div><div>1</div><div>Execute Updated/ New lease and/or Facility Use Agreement for current fiscal year.</div></div>		
	Submit to Charter Fiscal Admin using below link: Beginning of the Fiscal Year Mandated Reports Form	Submit to SCODE Charter Financial Administrator <div><div>1</div><div>Updated list of Fiscal Contacts Business Operations Manager(s) BOM(s)</div></div>		
	Form 990	Submit to SCODE Charter Financial Administrator <div><div>1</div><div>Submit most recent Form 990</div></div>		
	Accounting/ Financial Policies & Procedures	Submit to SCODE Charter Financial Administrator <div><div>1</div><div>In addition to the required document, provide Charter Board numbered resolution and/or Board minutes of approval(s)</div><div>2</div><div>After initial submission, provide documents if amended -- along with the board approval of changes</div></div>		
	Submit to Charter Fiscal Admin using below link: Beginning of the Fiscal Year Mandated Reports Form			
	Annual attendance PY	Submit to SCODE Internal Business <div><div>1</div><div>Due to Angela Uyeda, Accountant- Internal Business Services - at contact below</div></div>		
	PENSEC Report	Submit to SCODE Charter Financial Administrator <div><div>1</div><div>Submit PENSEC Report electronically to the CDE</div><div>2</div><div>Mail or hand deliver original PENSEC Data Certification with wet signature(s)</div></div>		
	August 1	Proof of Insurance (Copy of the complete policy including COI) Beginning of the Fiscal Year Mandated Reports Form	Submit to SCODE Charter Financial Administrator <div><div>1</div><div>Certificate of General Liability which includes, or has a rider for, sexual abuse and child molestation</div><div>2</div><div>Additional Insured Indorsement naming SCODE</div></div>	
August 20	Revised Budget (45 Day review, if applicable) Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	Submit Revised Budget to Charter Financial Administrator <div><div>1</div><div>Excel file of Revised Budget Alternative Form</div><div>2</div><div>PDF of the certification with a wet signature</div><div>3</div><div>Board Approved Minutes no later than the first Board Meeting after September 15</div></div>		
September 15	Prior Year (PY) Unaudited Actuals Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	Submit PY Unaudited Actuals Financial Report to Charter Financial Administrator <div><div>1</div><div>Excel file of Unaudited Actuals SACS Alternative Form</div><div>2</div><div>PDF of the certification with a wet signature</div><div>3</div><div>Board Approved Minutes no later than the first Board Meeting after September 15</div></div>		
Submission Window October - December	CALPADS and CREDS Data Reporting PEL 1	Refer to the CDE at http://www.cde.ca.gov/calpads/ for full requirements, timelines and information.		
October 15	20 Day attendance Report (Only if PENSEC Report is submitted)	Submit to Charter Financial Administrator via mail or hand delivery <div><div>1</div><div>A copy of 20 Day Attendance report with original wet signature</div></div>		
December 15	First Interim Report LCFF calculator	Submit to Charter School Administrator Contains actuals as of October 31. <div><div>1</div><div>Excel file of First Interim Alternative Form</div><div>2</div><div>LCFF calculator</div><div>3</div><div>New issuance/ amendments of bonds, contracts, debt agreements, etc. (After the July 1 submission)</div><div>4</div><div>PDF of the certification with a wet signature</div><div>5</div><div>Charter Board numbered resolution and/or Board minutes of approval by December 15 (if necessary -- i.e., no Board meeting in December -- no later than the first board meeting after December 15)</div></div>		
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form			
	PY Annual Audit Report	Submit to Charter Financial Administrator, CDE, State Controller's Office <div><div>1</div><div>Soft copy with Management letter</div></div>		
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form			
Submission Window January - March Based on the Charter School Annual Operating Mgt. Schedule	Annual Financial Oversight: FCMA Charter School Fiscal Health Risk Assess (FHRA) Tool Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	FCMA Charter School FHRA Tool: https://www.fcma.org/Publications/Reports/Charter-School-FHRA-Tools <div><div>1</div><div>Two weeks prior to the scheduled Annual Financial Oversight Visit submit in Excel format a completed FHRA tool.</div></div>		
January 6	P - I	Submit P-I attendance report to SCODE Internal Business		
Submission Window January - March	CALPADS and CREDS Data Reporting PEL 2	Refer to the CDE at http://www.cde.ca.gov/calpads/ for full requirements, timelines and information		
March 15	Second Interim Report LCFF calculator	Submit to Charter School Administrator Contains actuals as of January 31. <div><div>1</div><div>Excel file of Second Interim Alternative Form</div><div>2</div><div>LCFF calculator</div><div>3</div><div>All bonds, contracts and other encumbrances (if not already reported)</div><div>4</div><div>PDF of the certification with a wet signature</div><div>5</div><div>Charter Board numbered resolution and/or Board minutes of approval by March 15 (if necessary -- i.e., no Board meeting in March -- no later than the first board meeting after March 15)</div></div>		
Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form				
March 29	Auditor Selection for Current PY Other Fiscal Mandated Reports Form	Submit to Charter School Administrator <div><div>1</div><div>Complete SCODE Auditor Selection Form</div></div>		
April 15	P - II	Submit to SCODE Internal Business		
April - July	CALPADS and CREDS Data Reporting BOY 1, BOY 2, EOY 3	Census Data TBD. Refer to the CDE at http://www.cde.ca.gov/calpads/ for full requirements, timelines and information		
SUBMIT ATTENDANCE REPORTS TO SCODE INTERNAL BUSINESS:		SUBMIT FINANCIAL REPORTS TO SCODE CHARTER SCHOOLS DEPARTMENT FINANCIAL ADMINISTRATOR:		
Reports can be faxed to: (408) 453-6720 Angela Uyeda - Accountant Internal Business Services - SCODE 1290 Rindler Park Drive, MC 243 San Jose, CA 95131 A.Uyeda@scode.org 408-453-6997		<table><tr><td>Shailu Sharma Financial Administrator Charter Schools Department 1290 Rindler Park Drive, MC 243 San Jose, CA 95131 shs@scode.org 408-453-3607</td><td>Kynthia Tapia Financial Administrator Charter Schools Department 1290 Rindler Park Drive, MC 243 San Jose, CA 95131 ktapia@scode.org 408-453-3601</td></tr></table>	Shailu Sharma Financial Administrator Charter Schools Department 1290 Rindler Park Drive, MC 243 San Jose, CA 95131 shs@scode.org 408-453-3607	Kynthia Tapia Financial Administrator Charter Schools Department 1290 Rindler Park Drive, MC 243 San Jose, CA 95131 ktapia@scode.org 408-453-3601
Shailu Sharma Financial Administrator Charter Schools Department 1290 Rindler Park Drive, MC 243 San Jose, CA 95131 shs@scode.org 408-453-3607	Kynthia Tapia Financial Administrator Charter Schools Department 1290 Rindler Park Drive, MC 243 San Jose, CA 95131 ktapia@scode.org 408-453-3601			

Please note: the documents submission deadline to Charter Schools Department may differ from actual submission date by SCODE to other agencies. The Charter Schools Department will inform in advance accordingly.
Rev. 10/2024

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

Addendum to Oversight, Financial, and Operational Memorandum of Understanding By and Between the Santa Clara County Office of Education and Rocketship Education with Regard to Rocketship Academy Brilliant Minds

I. GUIDING PRINCIPLES OF THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING:

- *Rocketship Academy Brilliant Minds (“RBM”) a California public charter school, is operated and governed by Rocketship Education d/b/a Rocketship Public Schools (“RSED”), a California nonprofit public benefit 501(c)(3) corporation. RBM and RSED are referred to herein collectively and interchangeably as “Charter School” and/or “Rocketship” and shall have joint and several liability for compliance with all terms of this Addendum to the Memorandum of Understanding (“Addendum”), and the obligations imposed herein are equally applicable to the school and the corporation, with RSED’s obligations and responsibilities as articulated herein limited solely to its role and work as the operator of RBM. No aspect of RSED’s work not related to or affecting RBM’s operations, including with other charter schools in its portfolio, shall be covered by and/or subject to this Addendum, however, nothing related to RBM’s or RSED’s other operations or obligations shall serve to limit or excuse RBM and RSED’s compliance with each and every term of this Addendum.*
- *On November 20, 2024, the Santa Clara County Board of Education (“SCCBOE”) adopted Resolution No. 2452-3 approving with the addition of requirements pursuant to Education Code Section 47605.6(b) the renewal of RBM’s Charter (“Charter”). Those requirements included that the Charter School enter into an updated oversight, financial, and operational memorandum of understanding with the Santa Clara County Office of Education, in the form and including the terms satisfactory to the County Superintendent or designee, in their sole discretion, that governs the oversight of the Charter School, and clarifies and provides greater specificity regarding the Charter School’s operations pursuant to the renewal Charter, and that addresses all of Santa Clara County Office of Education Staff’s concerns with the renewal Charter, including but not limited to those specified in the Staff Report, Analysis & Findings for that renewal, and as necessary to update and/or replace the terms of the memorandum of understanding entered into by the Charter School and SCCOE effective June 15, 2017 (“2017 MOU”) to be consistent with current law and SCCOE best practices, and any additional conditions or requirements as noted by the SCCBOE. The Santa Clara County Office of Education is referred to herein individually as well as collectively with the SCCBOE as “SCCOE.”*

- *The Charter School executed the oversight, financial, and operational Memorandum of Understanding (“MOU”) with the SCCOE on February 28, 2025. That MOU, in conjunction with this Addendum, are for the purpose of complying with these conditions of approval of the Charter.*
- *Resolution No. 2452-3 incorporated the Staff Analysis and Proposed Findings of Fact dated November 20, 2024, concerning the request for renewal of the Charter.*
- *SCCOE and the Charter School are collectively referred to herein as the “Parties.”*
- *Consistent with SCCBOE Board Policy 0420.4, an addendum to the MOU is to be added to address all the conditions, directions, additions, or corrections that were not contained in the Charter and/or the MOU.*

II. INCORPORATION OF GUIDING PRINCIPLES

The Guiding Principles set forth above are incorporated herein and made a part of this Addendum to the MOU.

III. PARTIES

This Addendum constitutes an agreement between the Santa Clara County Office of Education and Rocketship Education d/b/a Rocketship Public Schools regarding Rocketship Academy Brilliant Minds, a California public charter school.

IV. INCORPORATION INTO MOU AND CHARTER

This Addendum is an addition to and is incorporated into the MOU by this reference as though fully set forth therein and the general provisions of the MOU shall apply and govern this Addendum unless specifically changed by the terms of this Addendum. This Addendum shall be effective and commence on the date upon which it is fully executed by the duly authorized representatives of the Parties (“Effective Date”). The MOU, this Addendum, and any addenda to the MOU, shall be coextensive with and remain in full force and effect throughout the term of the Charter School’s Charter and during the pendency of any appeal of a denial of a renewal request or a revocation of the Charter. Further, the term of the MOU, this Addendum, and any addenda to the MOU, shall continue in full force and effect beyond the current and renewal Charter terms during any period when the County Board is the RBM’s chartering authority (whether approved directly or if the County Board is designated by the State Board of Education to serve as the chartering authority) including during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree in writing that a replacement MOU shall supersede and replace the MOU, including any addenda thereto, and that replacement MOU becomes effective; (b) the Parties agree in writing that the MOU, including any addenda thereto, are terminated; or (c) Rocketship ceases operating and relinquishes/loses its Charter for any reason and complies with all Closure Procedures (as set forth in the Charter, the MOU, this Addendum, and any addenda to the MOU, and/or the law) and any ongoing requirements of the Charter and/or the MOU, this Addendum, and any addenda to the MOU. Upon termination of the MOU, this Addendum, and any addenda thereto, any provisions of the MOU

and/or this Addendum that specify that they shall survive the termination of the Charter, MOU and its addenda, and/or closure of the Charter School, shall remain in full force and effect in accordance with their terms.

The MOU including this Addendum and any addenda to the MOU and the attachments/appendices/exhibits to the Charter are incorporated into the Charter and made a part thereof for all purposes as if set forth in full in the Charter. A material violation of the MOU, including this Addendum and any addenda to the MOU, shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the terms of the MOU and this Addendum, the terms of this Addendum shall prevail and supersede the conflicting terms of the MOU and shall be deemed revisions to the MOU. In the event of a conflict between the Charter and the MOU, including its addenda, the MOU and its addenda shall prevail and shall be interpreted and deemed to be updates and clarifications to the Charter. In the event of a conflict between the law and the terms of this Addendum, the law shall prevail, and any such conflicting terms shall be revised or severed from the Addendum and nullified by mutual agreement of the Parties. Where the Charter is silent on an issue, the MOU and its addenda serve to fill in any gaps. Where the language of the Charter is ambiguous, the MOU, including its addenda, governs interpretation of that language, where applicable.

V. DEFINITIONS AND INTERPRETATION OF TERMS

Throughout this Addendum, the MOU, the Charter, and any attachments, exhibits, and/or appendices or supporting documents to each of those documents, any and all references to the Rocketship Academy Brilliant Minds Charter School and/or RBM and/or Rocketship Education d/b/a Rocketship Public Schools and/or Rocketship Education and/or Rocketship Public Schools and/or Rocketship and/or the Charter School and/or the School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit corporation Rocketship Education d/b/a Rocketship Public Schools.

For all purposes related to the MOU, including this Addendum and any addenda to the MOU, or the Charter or the operations of the Charter School, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of the MOU, this Addendum and any addenda to the MOU, and the Charter and any attachments, exhibits and/or appendices or supporting documents thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein except as otherwise specifically provided in the MOU and this Addendum and any addenda to the MOU. As noted above, no aspect of RSED's work not related to or affecting RBM's operations shall be covered by and/or subject to the MOU, including this Addendum, however, nothing related to RSED's other operations or obligations shall serve to limit or excuse RBM and RSED's compliance with each and every term of the MOU including this Addendum.

All conditions, terms, affirmations, and descriptions set forth in the Charter shall apply to RBM notwithstanding any clerical errors or other references to other schools operated by RSED.

All definitions and terms as used in the MOU shall apply with full force and effect to this Addendum, without the need to repeat any such definitions or terms unless this Addendum explicitly changes or modifies the meaning or application of a term.

VI. Governance

The SCCBOE shall be entitled to a single representative on the RSED Board of Directors and the SCCBOE or its designee, at its discretion, shall appoint the SCCBOE representative, but it will be within the SCCBOE or its designee's sole discretion whether or not to appoint such a representative at any time. Whether and how to select such a representative and the identity of such a representative shall be in the SCCBOE or designee's sole discretion, and in no event shall the Charter School or its Board of Directors (including any nominations committee thereof) have any role in or authority over such selection, appointment, and/or removal of such a representative. On or before July 1, 2025, the RSED Bylaws shall be revised to exempt any representative of the SCCBOE from any rules, requirements, or procedures for selection, appointment, or removal from the RSED Board and affirm that all such determinations are within the SCCBOE or designee's sole discretion, including exemption from the Nominations Committee process and approval of the RSED Board by vote of the Board or any other appointment or removal procedures described in the Bylaws. RSED shall provide the proposed revised language to SCCOE at least two weeks prior to the RSED Board's consideration and action thereon to ensure that the revised provision complies with the requirements of this Addendum and shall provide a copy of the adopted revised Bylaws within one week of approval by the RSED Board.

In no event shall the Charter School's Board of Directors delegate the authority to close RBM, as any such closure decision must be made by the Board of Directors at an open public meeting held in accordance with the Brown Act.

VII. Employee Qualifications

The positions of principal and assistant principal shall require a valid California teaching or pupil personnel services credential and an administrative credential shall be preferred for such positions.

Fully and appropriately credentialed teachers and staff will provide all instruction and teaching services that count toward all instructional minutes at RBM throughout all hours of the school day.

VIII. Health and Safety Policies and Procedures

On or before July 1, 2025, and throughout the term of this Addendum, the Charter School's Board Policies, including its health and safety procedures, specifically including, but not limited to, nondiscrimination and complaint procedures (including Title IX and the Uniform Complaint Procedures) shall be readily locatable and searchable from the RBM and RSED websites, to the County Superintendent or designee's satisfaction.

IX. Pupil Balance

The Charter School's plan for achieving the pupil balance provided for in the Charter School's Act as set forth in the Charter, including its outreach and recruiting strategies, specifically its efforts related to the "community," shall include a focus on the RBM community, specifically the

population residing within Santa Clara County. At least annually, following the completion of its open enrollment period and any required public random drawing, the Charter School shall audit, assess, and review the results of its outreach and recruitment plan in order to determine the effectiveness of its efforts to achieve the pupil balance provided for in the Charter Schools Act and modify its plan, including recruitment and outreach efforts, to improve the effectiveness of its plan as necessary.

X. Admissions Policies and Procedures

The Charter provides first preference for “siblings of students currently admitted to or attending the Charter School.”

Upon application to the Charter School, families are asked to check whether the applicant has a sibling who attends the Charter School and provide the name of that sibling. Prior to conducting the lottery, the Charter School runs a verification process to confirm that the applicant’s sibling is a Charter School student. After the sibling has been confirmed, the applicant is assigned the sibling preference prior to the public random drawing. Should an applicant sibling not get admitted during the lottery process, that applicant is put on the wait list in the order drawn.

As the lottery occurs in the middle of a school year, the Charter School endeavors to accommodate the unusual but possible circumstance in which a student is “currently admitted” to the Charter School through ongoing wait list turnover but may not have yet begun attending the Charter School. In such case, that student’s sibling would be assigned the sibling preference in the same manner as a student who is actively attending the Charter School. The preference for siblings of currently admitted students has no application in cases in which two or more siblings apply during the same open enrollment and lottery period.

With respect to students who apply to the Charter School after the open enrollment period and lottery have concluded, the Charter School will admit any student if there is open space at the student’s requested grade level. If there is no space at a student’s requested grade level, then the Charter School will add the student to the wait list.

XI. Student Suspension/Expulsion Procedures

The Charter School’s suspension and expulsion procedures are set forth in the Student/Parent Handbook attached to the Charter as Appendix 26 and as updated in Exhibit A hereto. The Charter School’s Student/Parent Handbook shall be revised to comport with the updates in Exhibit A. The causes and procedures for suspension and expulsion set forth in Charter Appendix 26 as updated by Exhibit A to this Addendum may not be substantively revised, except to comport with requirements of law or to track revisions to the causes and procedures applicable to non-charter California public schools, without a determination from the County Superintendent or designee whether the proposed revision(s) is a material revision to the Renewal Petition.

XII. Employee Return Rights

No employee of the County Superintendent of Schools shall be required to work at the Charter School. Employees of the County Superintendent of Schools who choose to leave the employment of the County Superintendent of Schools to work at the Charter School will have no automatic

rights of return to the employment of the County Superintendent of Schools after employment by the Charter School unless specifically granted by of the County Superintendent of Schools through a leave of absence or other agreement. Charter School employees who leave the employment of the County Superintendent of Schools to work at the Charter School shall have only the return rights that the County Superintendent of Schools specifies, and any other rights upon return to the employment of the County Superintendent of Schools that the County Superintendent of Schools determines to be reasonable and not in conflict with any law and grants to the employee.

Sick and vacation leave, and/or years of service credit, from the County Superintendent of Schools shall not be transferred to the Charter School.

Employment by the Charter School provides no rights of employment at any other entity.

Charter School staff shall not continue to earn service credit in a position of employment by the County Superintendent of Schools while employed at the Charter School. Further, in the case of closure of RBM, employees at RBM shall have no rights of employment/transfer to any other RSED school or entity, the County Office of Education, any school district, or any other employer.

XIII. Closure Review Policy

The Charter specifies that the Charter School shall submit a Closure Review Policy to the SCCOE on or before October 1, 2017. That due date is hereby updated to be July 1, 2025.

XIV. Free Schools

The Charter specifies that a component of teacher evaluations is based on “family engagement,” including the percentage of parents completing “partnership hours.” The Charter School shall train all staff, specifically including teachers, on free schools requirements and the prohibitions against mandating volunteer hours or in any way implying to parents that such volunteer hours are required. Further, the Charter School shall review and modify its teacher evaluation standards and procedures as necessary to ensure that this component of the teacher evaluation process does not result in actual or likely violations of the free schools requirements, including eliminating percentage of parents completing the “partnership hours” from the evaluation standards if necessary. In no event shall Charter School staff, including individual teachers, communicate to parents that individual evaluations are dependent upon the percentage of parents in the class who complete “partnership hours.”

XV. Significant Changes to Enrollment/ADA

The Charter School shall closely monitor RBM’s average daily attendance (“ADA”) and enrollment and report to SCCOE any “significant changes” (either reduction or expansion) as defined herein. In cases where a significant change is identified, the Charter School shall submit a corresponding plan to respond to such change to maintain a fiscally viable program consistent with the terms of the Charter, the MOU, this Addendum, and any other agreements with SCCOE.

A “significant change” in ADA and/or enrollment will be determined by using variance calculation in each of the following **Comparison Financial Reporting Periods**:

- Prior Year Second Interim to Adopted Budget
- Adopted Budget/Revised Budget to Census Day
- Adopted Budget/Revised Budget to First Interim
- First Interim to Second Interim.

The variance percentage calculations that will measure a “significant change” in ADA or enrollment are as follows:

1. ADA Variance (%)

- a. Calculation: $= \frac{[(\text{Actual ADA} - \text{ADA in Prior Financial Reporting Period}) / (\text{ADA in Prior Financial Reporting Period})] \times 100}{}$

Definition:

- Actual ADA: The actual average daily attendance recorded during the current financial reporting period.
- ADA in Prior Financial Reporting Period: The average daily attendance recorded during the prior financial reporting period (e.g., Census Day, First Interim, etc.).

2. Enrollment Variance (%)

- a. Calculation: $= \frac{[(\text{Actual Enrollment} - \text{Enrollment in Prior Financial Reporting Period}) / (\text{Enrollment in Prior Financial Reporting Period})] \times 100}{}$

Definition:

- Actual Enrollment: The number of enrolled students during the current financial reporting period.
- Enrollment in Prior Financial Reporting Period: The number of enrolled students during the prior financial reporting period (e.g., Census Day, First Interim, etc.).

Significant Change Thresholds:

If the above calculations of RBM’s ADA and/or Enrollment fall within the following percentage levels, it shall constitute a “significant change” for purposes of the requirements of this Section of this Addendum:

- a) 5% if RBM’s actual ADA at time of calculation is between 0 and 300;
- b) 8% if RBM’s actual ADA at time of calculation is between 301 and 1,000;
- c) 10% if RBM’s actual ADA at time of calculation is more than 1,001.

Response Plan Requirements:

The Charter School's Response Plan to address such changes to maintain a fiscally viable program consistent with the terms of the Charter, the MOU, and the addenda thereto, including this Addendum, shall include updated financial projections reflecting current ADA and enrollment trends with narrative describing the impact on the Charter School's program (e.g., reduction of personnel, reduction of support services), a recruitment plan to restore enrollment levels, and/or a description of strategies to improve student attendance.

Reporting Requirement:

- The Charter School shall submit to SCCOE the calculation of change in ADA and enrollment per the formulas above within 10 days of each Comparison Financial Period, regardless of whether the calculation demonstrates a "significant change."
- The Charter School shall provide its plan to SCCOE in response to any significant change within 30 days of submitting any Comparison Financial Reporting Period calculation demonstrating a "significant change."

XVI. Public School Attendance Alternatives to the Addendum"

Element N: Public School Attendance Alternatives in the Charter is replaced in its entirety with the following:

No student may be required to attend RBM. Students who reside within Santa Clara County who choose not to attend the Charter School may attend other schools within their district of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of their district of residence.

Parents and guardians of each student enrolled in RBM will be informed on admissions forms that the students have no right to admission in a particular school or any local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

//SIGNATURES ON NEXT PAGE//

IN WITNESS WHEREOF, the parties to this Addendum have duly executed it on the day and year set forth below:

By:  Signed by: _____ Date: 2/18/2025 | 3:03 PM PST
Charles Hinman, Ed.D.
Interim County Superintendent of Schools
Santa Clara County

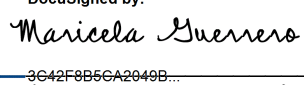
By:  DocuSigned by: _____ Date: 2/18/2025
Maricela Guerrero, Executive Director
On Behalf of Rocketship Academy Brilliant Minds and Rocketship Education d/b/a
Rocketship Public Schools

EXHIBIT A

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 is provided an in-school opportunity 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)/47605.6(b)(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, ("Administrative Panel") The Administrative Panel, if appointed, will consist of at least five certificated Rocketship staff members, each from different Rocketship school sites. Should any of the persons appointed to the Administrative Panel work at the school in which the student is enrolled, they shall be recused from the proceedings.

In accordance with Ed Code 47605(c)(5)(J)(ii)/47605.6(b)(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.

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.

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.

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.

Expulsion Decision

In the event that an Administrative Panel conducts the hearing, 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. Any decision to expel by the Academic Affairs Committee shall be in the form of written findings of fact.

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 Academic Affairs Committee to expel, shall send written notice of the decision to expel, including the Academic Affairs Committee'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 Executive Committee of the Board. The request to appeal must be made in writing and shall be submitted to the Executive Committee within five business days of being made aware of the decision to expel the student. The appeal shall be heard by the Executive Committee within 15 days of receipt of the appeal.

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 not to 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.

MEMORANDUM OF UNDERSTANDING

Oversight, Financial and Operational Memorandum of Understanding By and Between the Santa Clara County Office of Education and Rocketship Education with Regard to Rocketship Alma Academy

I. GUIDING PRINCIPLES OF THIS MEMORANDUM OF UNDERSTANDING:

- *The Santa Clara County Board of Education (“SCCBOE”), the Santa Clara County Office of Education and SCCBOE-authorized charter schools strive to have a partnership that exemplifies best practices with respect to the authorizer-charter relationship. The Santa Clara County Office of Education is referred to herein individually as well as collectively with the SCCBOE as “SCCOE.”*
- *This Memorandum of Understanding (“MOU”) is an oversight and operational agreement that outlines and defines the Parties’ respective operational and reporting responsibilities.*
- *Rocketship Alma Academy Charter School (“RSA”), a California public charter school, is operated and governed by Rocketship Education d/b/a Rocketship Public Schools (“RSED”), a California nonprofit public benefit 501(c)(3) corporation. RSA and RSED are referred to herein collectively and interchangeably as “Charter School” and/or “Rocketship” and shall have joint and several liability for compliance with all terms of this MOU, and the obligations imposed herein are equally applicable to the school and the corporation, with RSED’s obligations and responsibilities as articulated herein limited solely to its role and work as the operator of RSA. No aspect of RSED’s work not related to or affecting RSA’s operations, including with other charter schools in its portfolio, shall be covered by and/or subject to this MOU, however, nothing related to RSED’s other operations or obligations shall serve to limit or excuse RSA’s and RSED’s compliance with each and every term of this MOU.*
- *This MOU is aligned with the letter and intent of the California Charter Schools Act: accountability and oversight with minimal bureaucracy, with the primary intent to clarify the monitoring and oversight expectations and responsibilities and clarify the responsibilities and duties of the Charter School in relation to the Charter School’s operations and obligations.*
- *SCCOE and the Charter School are collectively referred to herein as the “Parties.”*
- *On November 20, 2024, the SCCBOE adopted Resolution No. 2452-2, approving with the addition of requirements pursuant to Education Code Section 47605.6(b) the renewal of RSA’s Charter (“Charter”). Those requirements included that the Charter School enter into this updated MOU and/or an addendum hereto, in the form and including the terms satisfactory to the County Superintendent or designee, in their sole discretion, that governs the oversight of the Charter School, and clarifies and provides greater specificity regarding the Charter School’s operations pursuant to the renewal Charter, and that addresses all of SCCOE Staff’s concerns with the renewal Charter, including but not limited to those specified in the Staff Report, Analysis & Findings for that renewal, and as necessary to update and/or replace the terms of the memorandum of understanding entered into by the Charter School and SCCOE effective in 2017 (“2017 MOU”) to be consistent with current law and SCCOE best practices, and any additional conditions or requirements as noted by the SCCBOE.*

- *By approving the Charter renewal, the SCCOE assume the oversight of the Charter School in accordance with the Charter Schools Act. The requirements outlined in this MOU allow the SCCOE to effectively oversee charter schools.*
- *SCCOE and its authorized charter schools recognize that not all requirements governing charter school-chartering authority relations, reporting, and oversight are memorialized herein, and therefore, the parties to this MOU agree that they are bound by and will comply with applicable provisions of the Education Code, and all other applicable statutes, rules and regulations in addressing any matters not specifically addressed in the Charter and/or this MOU and/or any addenda hereto.*
- *The Parties specifically declare that this MOU and the first addendum hereto (“Addendum”) shall replace and supersede for all purposes that 2017 MOU as of the date both the MOU and the Addendum are fully approved and effective by their terms.*

II. INCORPORATION OF GUIDING PRINCIPLES

The Guiding Principles set forth above are incorporated herein and made part of this MOU.

III. PARTIES

This MOU constitutes an agreement between the Santa Clara County Office of Education and RSED, a California non-profit public benefit corporation, with regard to RSED’s operation of RSA.

IV. BACKGROUND

The SCCBOE has approved with the addition of requirements pursuant to Education Code Section 47605.6(b) the renewal charter of Rocketship Alma Academy pursuant to the terms of the Charter Schools Act of 1992 (“Charter School Act”; Education Code §47600 *et seq.*). This MOU and the Addendum are intended to outline the Parties’ agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters not otherwise addressed or resolved by the terms of the Charter.

V. TERM

This MOU shall commence on the date upon which it is fully executed by the duly authorized representatives of the Parties (“Effective Date”) and shall be coextensive with and remain in full force and effect throughout the term of the Charter School’s Charter, and during the pendency of any appeal of a denial of a renewal request or a revocation of the Charter. Further, the term of this MOU shall continue in full force and effect beyond the current and renewal Charter terms during any period when the County Board is the RSA’s chartering authority (whether approved directly or if the County Board is designated by the State Board of Education to serve as the chartering authority) including during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree that a replacement MOU shall supersede and replace the MOU and that replacement MOU becomes effective; (b) the Parties agree in writing that the MOU is terminated; or (c) Rocketship ceases operating and relinquishes/loses its Charter for any reason and complies with all Closure Procedures (as set forth in the Charter, the MOU, including any addenda thereto, and/or the law) and any ongoing requirements of the Charter and/or this MOU. Upon termination of the MOU, any provisions of the MOU, including any addenda thereto, that specify that they shall survive the termination of the Charter, MOU and its addenda, and/or closure of the Charter School, shall remain in full force and

effect in accordance with their terms. This MOU may be reviewed annually and may be amended or augmented by addendum at any time upon mutual written agreement executed by duly authorized representatives of the Parties. The future renewal of the Charter School's Charter will depend in part on the Charter School's compliance with the terms of this MOU and applicable law.

VI. INCORPORATION INTO CHARTER

This MOU, including any addenda hereto, is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A material violation of the MOU shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this MOU and nullified. In the event of a conflict between the Charter and this MOU, the terms of the MOU shall control and prevail, and shall be interpreted and deemed to be updates and clarifications to the Charter. Where the Charter is silent on an issue, the MOU serves to fill in any gaps. Where the language of the Charter is ambiguous, the MOU is the document that governs interpretation of that language, where applicable.

VII. DEFINITIONS AND INTERPRETATION OF TERMS

Throughout this MOU and the Charter School's Charter and any attachments, exhibits, and/or appendices or supporting documents thereto, any and all references to the Rocketship Alma Academy and/or RSA and/or the Charter School and/or the School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit corporation Rocketship Public Schools.

For all purposes related to this MOU and its addenda or the Charter or the operations of the Charter School, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this MOU and the Charter and any attachments, exhibits and/or appendices and/or supporting documents thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein except as otherwise specifically proved in this MOU. As noted above, no aspect of RSED's work not related to or affecting RSA's operations shall be covered by and/or subject to this MOU, however, nothing related to RSED's other operations or obligations shall serve to limit or excuse RSA and RSED's compliance with each and every term of this MOU.

Throughout this MOU and the Charter and any attachments, exhibits, and/or appendices thereto, any time that the Charter School indicates that it will follow the requirements of a particular Section of the Education Code or other law, it means that the Charter School will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

VIII. RESPONSIBILITIES OF THE PARTIES

A. The Role of the SCCOE in Overseeing the Charter School

The SCCBOE believes that charter schools provide an opportunity to implement accountability-based school-level reform, support innovation which improves student learning, and provide choice for parents. In order to ensure the effectiveness of this effort, SCCOE will perform oversight functions mandated by state law.

For regular charter school monitoring, SCCOE staff will endeavor not to make any untimely or last-minute special requests.

Regular monitoring visits will be made once or twice a year by the SCCOE to the Charter School. The purpose of the monitoring visit(s) is to assess the Charter School's progress in governance and organizational leadership; educational performance; fiscal operations and internal controls; and adherence to the Charter and the law. The monitoring visit(s) may include a review of the facility; review of the school's records that are disclosable to the chartering authority under applicable law; interviews with the school's administration, staff, students, and parents/guardians; and classroom visits. SCCOE shall have the right to request and receive documents and information from Charter School that are reasonably relevant to its oversight responsibilities, including but not limited to with respect to governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter, and any other oversight responsibilities as appropriate and consistent with applicable state laws. Such documents and information shall be made available in hard copy or electronic format as SCCOE may reasonably request.

No later than July 1 of each year, the SCCOE shall provide the Charter School with a written list of documents that the Charter School is required to provide prior to or during the monitoring visit and throughout the year. This list will include a brief description of each required document, the deadline for the Charter School to make each document available to the SCCOE, and the method of submission for each document (i.e., electronic upload, make available on site, etc.). The Charter School will host the SCCOE in its monitoring visits and provide reasonable assistance to ensure the SCCOE fulfills its statutorily mandated monitoring duties.

In accordance with Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries by the SCCOE, and nothing in the preceding paragraph shall serve to limit SCCOE's authority to make other reasonable inquiries for information or documentation from the Charter School, and Charter School's obligation promptly to respond to such inquiries. The SCCOE may inspect and receive copies of all records relating to the operation of the Charter School, including financial, personnel, and pupil records as may be permitted by law, and as pertinent to SCCOE's oversight and chartering authority functions. The Charter School is subject to the California Public Records Act (CPRA), however, the SCCOE's right to inspect and receive records is not based on or limited by the CPRA, but rather on the SCCOE's oversight role.

In accordance with Education Code Section 47607(a)(5), the Charter School acknowledges that the SCCOE may inspect or observe any part of the Charter School at any time. As a courtesy, SCCOE will endeavor to provide advance notice when SCCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions and will endeavor to comply with Charter School's visitor policies (which the Charter School imposes for the health and safety of staff/students, i.e. signing in, wearing a badge, being subject to removal for violent or disruptive conduct) when SCCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions.

B. The Charter School's Responsibilities

It shall be the Charter School's duty and obligation, at the Charter School's expense and cost and under the direction of the Charter School's governing body, to manage, operate, and administer the Charter School. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the SCCOE as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

1. Funding Sources

The Charter School will receive funding from the State directly. External resources of the Charter School will be considered in the Charter School's financial records upon receipt. Funding shortfalls will be the responsibility of the Charter School. Any issuance of debt by or on behalf of the Charter School must be reported to the SCCOE staff assigned for fiscal review and monitoring. This report must include financial details and conditions of such debt, including but not limited to, a resolution by the Charter School governing board defining the nature of the debt, and the terms specified in a loan agreement or debt instrument.

Additionally, any local revenue support for RSA – including but not limited to grants, donations, fundraising, or other external sources – that exceeds the lesser of \$500 per Average Daily Attendance (ADA) or 2% of the total revenue sources per fiscal year as assessed at each reporting period must be reported to SCCOE staff assigned for fiscal review and monitoring. The report must include the financial details and terms of such revenue support, including but not limited to, the governing board resolution, the purpose and source of the funds, and the specific terms outlined in any grant award letter, donation agreement, or other relevant documentation.

SCCOE shall not provide advice on debt issuance or financial transactions of the Charter School, and nor shall the reporting of this information to SCCOE be construed as SCCOE approving or endorsing such action on behalf of the Charter School. The Parties acknowledge and agree that the issuance of debt by or on behalf of the Charter School shall not obligate SCCOE to pledge any funds or security for the repayment of the debt or to make any appropriation for the repayment of such debt or otherwise impose any responsibility or liability for any such debt on SCCOE, except as specifically otherwise agreed in writing.

The Charter School is fully responsible for collecting the funding entitlement generated from in lieu of property taxes directly from its sponsoring local educational agency and/or the district(s) in which the student(s) attending the Charter School reside, and for providing sufficient support documentation to such entity(ies) to ensure the accuracy of the tax billing.

2. Supervisorial Oversight Fee

The SCCOE may charge for the actual cost of supervisorial oversight of the Charter School, up to any maximum permitted by law (currently described and limited in Education Code Section 47613). The Charter School acknowledges that the SCCOE's actual costs in conducting its oversight obligations may meet or exceed the maximum percentage permitted by law and the SCCOE shall not be required to submit documentation of its actual oversight costs. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the SCCOE as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

3. Other Services Fees

The Charter School may opt to contract with the SCCOE for additional services for a fee, including Financial Services, STRS Enrollment and Report Preparation, Library Resources, Payroll Processing, Professional Development, Program Evaluation, School Plan, and Special Education Services. Whether to provide such services upon request shall be in the SCCOE's sole discretion. The SCCOE will invoice the Charter School for the cost of general oversight and for any additional services on a quarterly basis or as otherwise agreed to pursuant to a services agreement among the Parties.

4. Special Education

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992, and the Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.* "IDEA").

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the Americans with Disabilities Act with respect to eligible students. The Charter School shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504/Americans with Disabilities Act compliance and notify the SCCOE in writing of the name of the responsible individual.

The Charter School participates as a local educational agency in the El Dorado County Charter School Special Education Local Plan Area. Should the Charter School choose to change Special Education Local Plan Areas (SELPA), the Charter School will provide the SCCOE with written proof of acceptance to another State Board of Education approved SELPA that is consistent with subdivision (a), (b), or (c) of Education Code Section 56195.1 at least one month prior to the proposed effective date of the change. If the Charter School wishes to join the SCCOE SELPA, the Charter School must send a written request to the SCCOE SELPA Director and comply with the procedures and timelines to apply to join the SELPA in accordance with law and the SELPA plan. Should the Charter School be accepted into the SCCOE SELPA, this MOU shall be revised to reflect such change prior to implementation thereof. Should the Charter School ever seek to become a school of SCCOE for purposes of compliance with the IDEA, the necessary and corresponding revisions to the description of how the Charter School will provide services in compliance with the IDEA would constitute a material revision to the Charter and require prior approval of such proposal, including the detailed plan for IDEA compliance as a school of SCCOE, through the material revision process, unless SCCOE determines Charter School's plan can be implemented without the need for a material revision to the Charter.

The Charter School is solely responsible for ensuring that all children with disabilities enrolled in the Charter School receive special education and related services in a manner that is consistent with all applicable provisions of state and federal law, regardless of students' home district, and shall comply with all requirements of the IDEA.

The Charter School shall comply with all of the special education responsibilities and requirements set forth in the Charter and all requirements of state and federal law relating to the provision of services to students with special needs, including but not limited to the following responsibilities:

- The Charter School shall work to identify students with special needs and refer students through the SST process who have or may have exceptional needs that qualify them to receive services under the IDEA and shall be solely responsible for the identification and

referral of students who have or may be suspected of having exceptional needs that qualify them to receive special education services to meet its Child Find Obligation under the IDEA.

- The Charter School, as an LEA, is responsible to offer the full continuum of placements and services to address the needs of students with individualized education programs (IEPs) and provide a “free appropriate public education” (FAPE) as defined in the IDEA at no cost to the parent/student.
- The Charter School is solely responsible for the management of its special education budgets, personnel, programs, and services. The Charter School shall ensure that its special education personnel or contracted personnel are appropriately credentialed, licensed, or on waiver consistent with California laws and regulations and shall hire any staff necessary in order to comply with students’ IEPs. In no event shall any student with a disability be turned away or denied admission to Charter School because Charter School does not have an employee(s) with the appropriate credential to provide services to the student.
- The Charter School is solely responsible for obtaining the cumulative file, prior and/or current IEP, and any and all other special education information for any student enrolling.
- The Charter School shall provide appropriate and timely interim placements for students who are new to the Charter School and have IEPs. Students with an existing IEP are entitled to receive a comparable program on a 30-day “interim placement” basis, unless the parent and Charter School agree otherwise. The interim placement shall begin as soon as the Charter School verifies the student has an existing IEP and the parent completes the school enrollment process.
- The Charter School shall participate in the evaluation and assessment processes to ensure that the appropriate services are provided on an individualized basis for every child with a disability.
- The Education Specialist, along with the IEP team, will lead development of IEPs, manage IEPs, communicate plans for modifications and accommodations, and work with teachers and stakeholders to implement the IEP.
- The Charter School will develop, maintain, and implement policies and procedures to ensure that all parents/guardians are fully informed of their rights and that families of students with exceptional needs are given copies of the document, Special Education Rights of Parents and Children: Notice of Procedural Safeguards (Revised June 2022) or any subsequent version as updated by the California Department of Education. The link for the current version of this document is <https://www.cde.ca.gov/sp/se/qa/documents/pseng.pdf>.
- The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA and Section 504, regarding discipline of students with disabilities.

Because the Charter School shall operate as its own LEA for the purposes of special education, the SCCOE shall have no further responsibility for the coordination or provision of special education services to the Charter School students, regardless of the school district of residence of students, and the Charter School shall be exclusively responsible for the coordination and

provision of special education services to the Charter School students and for any and all other obligations of a school, school district, and/or LEA relative to services for students with special needs, including identification of such students. The Charter School's insurance obligations pursuant to this MOU, specifically including all requirements to provide insurance coverage for the SCCOE and SCCOE Personnel, below, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with Section 504 and/or the Americans with Disabilities Act and/or the IDEA, and the provision of services to students with special needs and access to the Charter School and its facilities pursuant to those laws. The Charter School's indemnification obligations pursuant to this MOU, set forth below, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, the Americans with Disabilities Act, and the provision of services to students with special needs and access to the Charter School and its facilities.

5. Data Reporting

a. Average Daily Attendance (ADA)

The Charter School shall develop an attendance-reporting calendar and maintain an attendance system to record and account for student attendance and average daily attendance (ADA), which meets the requirements of the law. ADA is the total number of actual apportionment student days of attendance divided by the number of school days to determine the amount of revenue that is generated. "Attendance" shall mean the attendance of the Charter School pupils while engaged in educational activities required of them by the Charter School, as defined in Section 11960 of Title 5 of the California Code of Regulations and other applicable law. The Charter School shall report its ADA summary figures to the SCCOE on a monthly basis, and the SCCOE will report the ADA data to the California Department of Education (CDE) as required to enable the Charter School to receive the funding specified in this MOU. Monthly reports are due from the Charter School two weeks after the school month ending date. The Charter School shall provide SCCOE with the district-of-residence for each enrolled student.

Reporting Requirements
Month 1 – ADA summary report
20 Day Attendance Report (only applicable to schools that are new or adding one or more grade levels)
Month 2 – ADA summary report
Month 3 – ADA summary report
Month 4 – ADA summary report
P-1 ADA Report
Month 5 – ADA summary report
Month 6 – ADA summary report
Month 7 – ADA summary report
Month 8 – ADA summary report
P-2 ADA Report
Month 9 – ADA summary report
Month 10 – ADA summary report
Month 11 – ADA summary report
P-Annual ADA Report

The Charter School shall make available for SCCOE review and audit all supporting attendance documents, including approved weekly site-based attendance sheets, and evidence of contact made with parents or guardians when students are absent from school, e.g., parent contact logs, absence notes, phone logs, etc., as requested.

b. Enrollment

The Charter School has obtained a CDS code number from the CDE and shall complete and submit enrollment and other necessary demographic information to the SCCOE, to the California Longitudinal Pupil Achievement Data System (CALPADS), and to the California Basic Education Data System (CBEDS) consistent with State timelines and requirements.

c. Reporting to Public Agencies.

The Charter School shall submit to the SCCOE a copy of all reports or other documents that the Charter School is required to submit to the State or other public agency in the State or federal government, including, but not limited to:

- 1) P-1 Attendance Report to be submitted to the State each January 15th and reflecting attendance through the last full school month ending prior to December 31;
- 2) P-2 Attendance Report to be submitted to the State each May 1st and reflecting attendance through the last full school month ending prior to April 15;
- 3) Annual P-3 Attendance Report to be submitted to the State each July 15th and reflecting the entire fiscal year's attendance (July 1 – June 30).

Such reports shall be submitted to the SCCOE concurrently with submittal to the State or other public agency.

d. Notification to SCCOE Regarding Governing Body Composition.

The Charter School shall annually (on or before July 1) send to the SCCOE a list of its directors and officers. The SCCOE shall be provided with notice of any change in the composition of these directors or officers within 10 business days.

e. School Calendar and Schedules.

The Charter School shall provide to SCCOE by July 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If the Charter School offers summer school, extended day, intersession, or any other activity that receives ADA or state funding, the Charter School shall provide calendars and bell schedules for such programs.

f. Performance Assessments.

The Charter School shall forward results, excepting individual student results, from all statewide assessments, to the SCCOE promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt, except that results of the English Learner Proficiency Assessments for California ("ELPAC") shall be submitted to the SCCOE no later than two (2) weeks after receipt of test results. Such results shall be submitted to SCCOE within three (3) business days of receipt by the Charter School should the Charter School have pending or submit to SCCOE a request for material revision or Charter renewal within less than thirty (30) days of Charter School's receipt of the assessment results.

g. Annual Report to the Santa Clara County Board of Education

The Charter School shall post the School Accountability Report Card (SARC) to its website annually by February 1st and submit an electronic copy of the SARC to the SCCOE's Charter Schools Department. The Charter School will also provide an Annual Report presentation to the SCCBOE inclusive of the template of topics identified by the SCCOE, which will be provided to the Charter School in writing no later than 30 days before the presentation date. SCCBOE-approved charter schools may provide input and suggestions on template topics as desired. SCCOE will provide the Charter School with the time and date of the Charter School's Annual Report presentation in writing no later than 30 days before the presentation date. As part of the Annual Report, Charter School shall annually report its academic and student data, including suspension and expulsion data, to SCCOE disaggregated by numerically significant student subgroups.

6. Local Control and Accountability Plan

The Charter School shall annually hold a public hearing and adopt an updated local control and accountability plan ("LCAP") using the State Board of Education adopted template in accordance with law and the statutory timelines, including Education Code Section 47606.5, inclusive of the requirement to hold at least one public hearing to solicit public input. Charter School shall submit the LCAP and annual update thereto to the SCCOE on or before July 1 each year. The Charter School shall prominently post on the homepage of its internet website any Charter School Board adopted LCAP and any updates or revisions to the LCAP approved by the Charter School Board.

7. Materials in Languages in Addition to English

In accordance with Education Code Section 48985, if 15 percent or more of the pupils enrolled in the Charter School speak a single primary language other than English (as determined by census data), all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the Charter School shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language.

8. Employee Retirement Systems

The Charter School has elected to allow qualified full-time employees to participate in the California State Teachers' Retirement System (STRS), the Charter School shall indicate if it chooses to use the SCCOE fee-for-service option to prepare service credit and remittance reports to be transmitted to SCCOE District Business Advisory Services (DBAS). DBAS will in turn process and transmit to STRS required information and remittances. If, however, the Charter School elects to develop the required reports for submittal to SCCOE DBAS, it shall indicate in writing this decision. Further, in a separate agreement, the Charter School may elect to have SCCOE DBAS journal voucher transfers of required remittances to STRS. SCCOE DBAS will provide appropriate back-up documentation to verify amounts remitted. The Charter School shall comply with the requirements of Education Code Section 47611. The Charter School has elected to have other employees participate in the federal social security system and, the Charter School shall be responsible for the monthly remittance directly to the plan.

9. Governance Structure, Board Agendas and Minutes

The SCCBOE shall be entitled to a single representative on the board of directors of the nonprofit public benefit corporation and the SCCBOE or its designee at its discretion, shall appoint the

SCCBOE representative, but it will be within the SCCBOE or its designee's sole discretion whether or not to appoint such a representative at any time. Any SCCBOE representative shall serve solely at the SCCBOE or designee's discretion and shall have no limit on the number of consecutive or total terms they may serve. Further, any SCCBOE representative shall be a full, voting member of the corporate board of directors and the corporate Bylaws shall not include any restrictions or limitations on the authority of any SCCBOE representative except the Bylaws may specify that the SCCBOE representative may not serve as an officer of the corporation. Should the SCCBOE exercise its option to appoint a representative, the Charter School may choose to expand the number of directors by one in order to maintain an odd number of directors.

Notwithstanding any conflict in the corporate Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of the Charter School and its Board of Directors shall comply with all laws controlling charter schools and the Charter School, its Board of Directors, administrators, managers and employees, and any other committees of the school, shall comply with all applicable federal and state laws and nonprofit integrity standards regarding ethics and conflicts of interest, and all provisions of law generally applicable to public agencies as applied to charter schools, including, but not limited to Education Code Section 47604.1, the Public Records Act (Government Code Section 7920.000 *et seq.*), the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), the Brown Act (Government Code sections 54950 *et seq.*), and the requirements described at Government Code Section 1090 *et seq.*, as set forth in Education Code Section 47604.1, and any attendant regulations as they may be amended from time to time, and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. The Charter School shall update and maintain its Conflict of Interest Code, unless it has already done so, pursuant to California Code of Regulations, title 2, Section 18730, including the formal designation of reporters and reporting categories and the forms to be filed thereunder, and shall review, revise and maintain that code as current throughout the term of the Charter and shall provide a copy of that Conflict of Interest Code and the documentation of Board action adopting it (and any revisions thereto) to the SCCOE each time it is adopted or revised, unless it has already done so, in addition to its code reviewing body, and require all affected Charter School officers, employees, representatives, consultants, and governing board members to comply therewith.

By July 1, 2025, the Charter School Board shall adopt the rules and policies necessary to implement the provisions of Government Code Section 1126 at the Charter School, unless it has already done so.

The Charter School shall comply with the provisions of Education Code Section 52176(b) for the establishment and operation of an English Language Advisory Committee (ELAC). If RSA and/or RSED meets the criteria set forth in Education Code Section 52176(a) for the establishment of a District English Language Advisory Committee (DELAC), it shall also establish a DELAC.

In the case of a conflict between the requirements of this MOU or the Charter and provisions of the Articles of Incorporation and/or Bylaws, material action taken in accordance with such Articles or Bylaws in any manner related to or affecting the operations, including the governance, of RSA which conflicts with or is inconsistent with the requirements of the Charter or this MOU shall be deemed a violation of this MOU and the Charter. Should the provisions of the Charter or this MOU conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of the Charter School, the provisions of the Charter and this MOU shall prevail in any and all matters related to the operation of RSA.

The Board of Directors and the Charter School administration shall undergo training regarding conflict of interest, specifically including the applicable elements of the Political Reform Act and Government Code Section 1090 *et seq.*, and the Brown Act on an annual basis throughout the term of the Charter. The training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the applicable law, regulations, and rules, and shall not be conducted by a Board member or employee of the Charter School, other than an attorney employed by the Charter School. Any new Board member or new Executive Director shall undergo such training within 90 days of taking the position with the Charter School. Additionally, the Board of Directors shall undergo ethics training as required by law.

The Charter School shall provide written notice to the County Superintendent of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the Charter School's Board. Should the County Superintendent or designee indicate that the SCCOE considers the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Charter School may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should the Charter School adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the SCCOE within three (3) business days of the adoption of such revision(s). At all times, the Charter School's Bylaws shall specify these requirements for amendments thereto. Any revisions to the Charter School's Bylaws required by this MOU shall not constitute a material revision to the Charter, but Charter School shall provide a copy of the proposed revised Bylaws at least two weeks prior to the scheduled Board of Director's action thereon in order to obtain confirmation from SCCOE that the revisions are consistent with the requirements of this MOU.

As applicable according to law, the Charter School's governing board, and all other "legislative bodies" of the Charter School, as that term is defined in the Brown Act, shall hold meetings in accordance with all requirements of law, including the Brown Act and Education Code Section 47604.1, and all applicable new legislation that may go into effect during the term of this MOU including, but not limited to, the agenda and minute posting requirements, including concurrent posting on the Charter School's website and the requirements regarding manner and location of posting on the website. A link to each agenda, and any non-exempt backup materials distributed to the Charter School's governing board, shall be provided to the SCCOE Charter Schools Department by either the date of distribution to all or a majority of the Charter School's governing board, or the date of agenda posting, whichever is earlier. Any non-privileged writings that are both related to agenda items and distributed to all or a majority of the Charter School's governing board *after* the initial posting of the agenda, shall be provided to the SCCOE Charter Schools Department on the date they are distributed to the Charter School's governing board. Charter School shall make all non-exempt supporting documents available upon request and writings related to agenda items shall be made available to the public pursuant to Government Code Section 54957.5. The Charter School shall comply with all requirements under Education Code Section 47606.5 regarding the adoption and revision of the local control and accountability plan, including the requirement under Education Code Section 47606.5(e) that the Charter Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan and that the agenda for the public hearing be posted at least 72 hours before the public hearing. All approved meeting minutes shall be promptly posted on the Charter School's website upon approval of the Charter School Board. The Charter School shall video and/or audio-record all meetings of its governing

board and shall maintain such recordings as public records disclosable pursuant to the California Public Records Act. Such recordings shall be audible and comprehensible. The Charter School shall provide a copy or link of the recording to SCCOE within 72 hours of each meeting. The Charter School is encouraged to post each recording to its website and must so post if required pursuant to Education Code Section 47604.1.

10. Recruitment and Enrollment

The Charter School's recruitment and enrollment processes shall be as described in its approved Charter and shall be consistent with all requirements of this MOU and the law. The Charter School shall maintain on its website instructions for applying and information on the public random drawing and enrollment processes, including all pertinent dates and deadlines, and hardcopies of all such instructions and information shall be provided upon request. A copy of the application for admission and the list of documentation required for enrollment upon receipt of an offer of admission shall be available for review on the Charter School's website without the need to identify oneself or create any type of account or password. Any procedures used to verify student residency must comply with state and federal law, and must not discriminate against students or prospective students based on 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 Section 422.55 of the Penal Code, including immigration status, or any other characteristic protected by law, or association with persons with any of these characteristics.

11. Admission Applications

In order for students to apply for admission and/or be included in the public random drawing for admission to the Charter School (if a public random drawing is necessary), families must submit an application that requires only the student's name, grade, birthdate, and contact information for the family, including the address of the student's current school, if any, as well as voluntary disclosure of information directly and specifically limited to information necessary in order to determine if the pupil is entitled to an SCCBOE-approved enrollment preference. Any request on the application for information related to potential qualification for an admission preference must specify that provision of that information is voluntary and should only be completed if the applicant wants to take advantage of the applicable preference. The admission application submitted prior to any public random drawing and before a student is offered a space at the Charter School shall specifically be limited only to the above-listed general information and in no event shall any application/registration/enrollment materials that are required prior to the student being offered a place at the Charter School include any information concerning any protected characteristic of the student or their parent/guardian, including, but not limited to, mental or physical disability or current or prior eligibility for services pursuant to the IDEA or Section 504, or the Americans with Disabilities Act.

The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment. In accordance with this prohibition, Charter School shall not require the submission of records to support qualification for an admission preference at the time of or as part of the admissions process and public random drawing, but Charter School may specify that verification of qualification for any preference under which a potential student is admitted will be a condition of enrollment.

The Charter School's admission application shall notify parents and guardians of applicants that parental involvement is not a requirement or consideration for acceptance to, or continued enrollment at, the Charter School.

12. Admission Policies and Procedures

Charter School has posted on its website the notice of rights developed by the CDE pursuant to Education Code Section 47605.6(e)(4) and shall at all times maintain it on the website in a location that can be readily located by parents and other interested parties.

In accordance with Education Code Section 48850 and the McKinney-Vento Homeless Assistance Act, Charter School shall immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605.6(e). Charter School shall comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth. Charter School shall accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school in accordance with Education Code Section 51225.2.

The Charter School shall allow a student who is enrolled in the Charter School but receiving individual instruction at home or a hospital due to a temporary disability to return to the Charter School when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated, in accordance with Education Code Section 48207.3.

The Charter School shall announce the number of openings at each grade level prior to commencing the Open Enrollment Process each year. The Charter School may subsequently increase the number of openings at any grade level but may not decrease the number of openings unless prior written notice setting forth good cause for the decrease is provided to SCCOE.

The Charter School shall comply with all requirements of the Charter Schools Act regarding application, admission, and enrollment in California charter schools, including but not limited to Education Code Section 47605.6(e). The Charter School shall admit all students who wish to attend, regardless of place of residency within California, unless the number of pupils who wish to attend exceeds the Charter School's capacity, in which case admission shall be determined by a public random drawing including the implementation of the admissions preferences authorized by SCCBOE. In no event shall the Charter School's admission practices, including its public random drawing, exclude or deny admission to any student who resides within California except when capacity at the pertinent grade level is exceeded, in which case the student(s) shall be placed on the waitlist in the order drawn and offered admission in the order waitlisted immediately upon an opening becoming available, so long as a waitlist is maintained.

The admission preferences approved by the SCCBOE may not be amended or deviated from without prior approval by the SCCBOE in accordance with the procedures specified in Education Code Section 47605.6(e)(2)(B).

Students in a capped preference group shall be included in the public drawing and, if necessary, placed on the waitlist, both within that capped preference group and within the next highest noncapped lower-level preference group for which the student also qualifies so their opportunity for admission is not limited by the cap on a higher level preference group. In no event shall any waitlist carry over into future school years, instead all students, except existing students of the

Charter School, shall be subject to the open enrollment application process for each new school year.

In no event shall a student who submitted their application after the close of the Open Enrollment Period and did not participate in the public random drawing be offered admission or placed on a waitlist above any student who participated in the public random drawing for admission, regardless of whether the applicant would or would not qualify for one of the admission preferences granted during the Open Enrollment Period and public random drawing. In the case of openings after the initial offers of admission at the time of the public random drawing, students shall be offered admission in strict accordance with their position on the wait list as established during the public random drawing and students shall not be moved up or down on the waitlist once placed thereon.

13. Free Schools

The Charter School shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Sections 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to the Charter School, nor shall any course credit or privileges related to Charter School educational activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services.

Any and all volunteer policies, documents, or other communications requesting or encouraging parents/guardians to volunteer or make donations, including any information distributed to parents/guardians regarding their “responsibilities and expectations” or otherwise regarding volunteering as part of the orientation or enrollment process, shall clearly specify that donations and volunteer hours, while encouraged, are purely optional, and are not required as a condition of admission, continued enrollment, or any other privilege offered by the Charter School, and that no student will be penalized in any manner based on whether or not their parent/guardian carried out any “responsibilities” or “expectations” that the Charter School might establish. The Charter School shall train the parent organization that is responsible for tracking any type of volunteer hours regarding the prohibitions against requiring volunteer hours or causing parents/guardians to believe that such hours are required. The Charter School shall also require any other Charter School-associated foundation or support organization, as a condition of the Charter School accepting donations from the Foundation, to undergo at least annual training on the prohibitions against unlawful student fees and shall mandate that the Foundation commit to ensuring that no fundraising, marketing, or other efforts undertaken by the Foundation for the benefit of the Charter School shall indicate or imply to potential or current students/parents/guardians that any type of donation of money, goods, or services, including in-kind or volunteer services, is required or expected in order to be admitted to or attend the Charter School.

Any complaints alleging unlawful pupil fees shall be processed by the Charter School in accordance with Education Code Section 49013 and the Uniform Complaint Procedures.

14. Dispute Resolution

The portion of the Dispute Resolution element of the Charter entitled “Internal Disputes” is replaced in its entirety with the following:

Internal Disputes

The Charter School's governing board will adopt policies and processes for airing and resolving disputes, other than those between the SCCOE and the Charter School, which are covered above. Policies applicable to parents, students and community members shall be found in the Parent-Student Handbook, which is made available to the community, and on the Charter School's website. Employees shall also have access to dispute procedures applicable to employees through the Personnel Handbook which is distributed to and available to staff members.

The SCCOE will refer all disputes or complaints it receives not related to a possible violation of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and SCCOE or law or to the operation of the Charter School or the SCCOE's oversight obligations to the Charter School's Executive Director for resolution according to the Charter School's internal dispute resolution processes. The SCCOE may choose to submit disputes that are related to possible violations of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and SCCOE or the law or to the operation of the Charter School or the SCCOE's oversight obligations to the Charter School's Executive Director for resolution according to the Charter School's internal dispute resolution process. Should the SCCOE receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the SCCOE with regular updates regarding the Charter School's investigation and resolution of the matter as well as upon request from SCCOE and upon resolution of the complaint or issue. In the event that the Charter School's adopted policies and processes fail to resolve the dispute, the SCCOE agrees not to intervene in the dispute without the consent of the Charter School's Board unless the matter relates to a possible violation of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and SCCOE or law or to the operation of the Charter School or the SCCOE's oversight obligations.

15. Compliance with Title IX and Uniform Complaint Procedures

The Charter School shall implement a comprehensive plan to comply with all Title IX requirements, including in student discipline cases involving allegations of discrimination on the basis of sex. Unless it has already done so, the Charter School shall also update its student/parent handbook by no later than 30 days from the Effective Date of this MOU to provide appropriate information about Title IX, including how to file a Title IX complaint, and shall provide a copy of the updated handbook to SCCOE. The Charter School shall maintain on its website and disseminate at least annually its Title IX policies (including any required evidence of training) and Uniform Complaint Procedures ("UCP") and fully implement and comply with all such policies and procedures, including all required or appropriate training in order properly to implement such policies.

16. Budget and Finance

The Charter School is required to fully comply with California Education Code section 47604.33. This includes preparing and submitting annually all required reports on or before the respective due date, along with any appropriate supporting documentation (i.e., Assumptions, FCMAT LCFF Calculator, and any other information SCCOE as the chartering authority might request for review purposes). The adopted budget, interim reports, and unaudited actuals reports shall be certified and submitted using the Standardized Account Code Structure (SACS) or Alternative Form format and must be approved by the Charter School's governing board.

In addition to the statutorily required reports listed above, SCCOE as the chartering authority requires additional information to be submitted, by LEA, as part of its ongoing fiscal monitoring.

- Monthly by the 20th day of each month –Complete bank statements with details of checks and deposits (can be a printout of the ledger) and bank reconciliation report, if funds are not held by the Santa Clara County Treasurer.
- Monthly by the 20th day of each month – Financial system-generated balance sheet and income statement.
- At Budget and Interim Reporting Periods – Cash-flow projections covering 24 months, including budget year and subsequent one year.

For a list of fiscal reports required to be submitted by SCCOE-authorized Charter Schools, please refer to **Exhibit 1**. As the Charter School’s authorizing and oversight agency, SCCOE is entitled to and may request any additional documentation from the Charter School that SCCOE deems necessary for or helpful to conduct a thorough review and analysis of the financial reports (e.g. a general ledger detail, trial balance, evidence of enrollment, copies of contracts, etc.). Nothing in this MOU, including Exhibit 1, or any addenda hereto, shall serve as a limitation on SCCOE’s authority to require additional information or documentation from the Charter School, including, but not limited to, pursuant to SCCOE’s authority pursuant to Education Code Section 47604.3.

a. Year-End Closure Policies and Procedures

By July 1, 2025, unless it has already done so, the Charter School shall submit to SCCOE its Board-adopted Fiscal Policies and Procedures, which include detailed, written year-end closing policies and procedures over the Charter School’s financial records, which shall be revised as necessary to be satisfactory to the County Superintendent or designee. The Charter School’s year-end closing policies and procedures shall include all the following:

- Designation by title/job duties of all personnel involved in the process.
- A year-end closing checklist to be followed for closing out financial records by August 30 following the end of each fiscal year, which checklist shall follow Generally Accepted Accounting Principles for booking all necessary accruals and/or estimates of accruals.
- Specification that the Charter School’s accounting records shall be closed out and no further adjustments made to those records no later than September 15 after the end of the fiscal year.
- Specification that no adjustments to the financial records may be made by the Charter School following submission of the Unaudited Actuals to SCCOE for review and submission to the CDE, and at the time of submission to SCCOE all necessary adjustments for the fiscal year must be reflected in the Charter School’s financial records. From the time of that submission to SCCOE to the submission of the Charter School’s audit report to external parties, the only adjustments to the financial records that are permitted are those proposed by the external audit engagement team after completion of the audit team’s fieldwork.

b. Cash Flow and Reserve.

Charter School shall, at all times, maintain a reserve of four percent or greater of the total expenditures in each respective fiscal year. Cash flow balances must be reconciled during interim and year-end reporting, at a minimum. If cash demands cannot be met at any given time during the fiscal year, an updated cash flow projection by month must be submitted, along with a Charter

School board-approved resolution and minutes that reflect the details of any financial support established to address the cash flow shortfall.

c. Banking Arrangements.

The Charter School will reconcile the ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare a balance sheet. The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed five hundred dollars (\$500), may be established with an appropriate ledger to be reconciled quarterly. Property Inventory.

d. Property Inventory

The Charter School's Executive Director or designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment according to a policy established by the Charter School's governing board that shall comport with all relevant statutory requirements.

e. Payroll.

The Charter School or its business services provider will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Charter School's Executive Director or designee and the Charter School's business service manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

17. Charter School Certification of Information

Within the window period set by the CDE, the Charter School shall complete the annual Charter School Certification of Information via the web-based application CDE makes available to charter school administrators.

18. Employee Qualifications

a. Teacher Credential Requirements

Charter School agrees and acknowledges that its teachers shall be subject to Education Code 47605.6 with respect to the holding of a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment.

Teachers of record at the Charter School shall have obtained a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code Sections 44339, 44340, and 44341.

The Charter School shall ensure timely compliance with these requirements, and as part of the annual credential review process, the Charter School shall provide to the SCCOE a copy of the certificate of clearance for each teacher who will work at the Charter School.

b. Business Services

The Charter School shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of the Charter School. Such services may be provided either by an employee of the Charter School or by a consultant/consultant group hired by the Charter School. Any such employee or consultant/consultant group shall have a minimum of three years of experience serving a California public school (charter or non-charter) or equivalent educational institution experience in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) or equivalent educational institution experience in a consultant capacity. This provision does not require that each Charter School employee or consultant whose duties include business and finance issues must meet these qualification requirements, but if the Charter School's internal employees do not have the requisite experience, a back-office service provider or similar consultant must be used in combination with the Charter School's internal experts.

19. Audit

The annual independent audit of the Charter School required by Education Code Section 47605.6, subdivision (b)(5)(I) and (m) shall be performed. Any findings, recommendations, or deficiencies shall be reported to the SCCOE and resolved pursuant to the terms of the Charter, and the Charter School agrees to resolve outstanding issues from the audit prior to completion of the auditor's final report. The Charter School shall immediately forward a copy of the audit to the SCCOE upon receipt of the final audit findings in accordance with state timelines.

The Charter School shall comply with the Nonprofit Integrity Act of 2004 (2004 Cal. Laws Chapter 909 (SB 1262).) If the Charter School has a Finance Committee and an Audit Committee; the chairperson of the audit committee cannot be a member of the finance committee.

The auditor will verify the accuracy of the Charter School's financial statements, attendance and enrollment, accounting practices, revenue-related data collection and reporting practices and will

review the Charter School's internal controls. The audit will include a review of ADA as reported by the Charter School. Moreover, the audits will address whether the Charter School's money is being managed responsibly and that its financial statements conform to generally accepted accounting principles.

In the case that the Charter School either does not pay for or have an independent audit completed within one month of the applicable timelines, the SCCOE, may, at its option, pay for an audit to be completed and invoice the Charter School for the expense, which shall be immediately due and payable, or subtract such payment from any funds due to the Charter School.

Further, the SCCBOE shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the SCCOE if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than five percent (5%) total; in all other cases, the Charter School shall bear the cost of the audit.

20. Insurance.

No coverage shall be provided to the Charter School by the SCCOE, including self-insured programs or commercial insurance policies. In the event the Charter School adds locations (which may only be done through an approved material revision to its Charter), each Charter School location shall meet the below insurance requirements individually. It shall continue to be the Charter School's responsibility, not the SCCOE's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

The Charter School shall purchase and maintain in full force and effect at all times during the term of this MOU and/or its Charter insurance in amounts and types and subject to the terms approved by the SCCOE's risk manager and as specified below. The Charter School's obligations to acquire and maintain insurance as provided in this section of the MOU shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations until the Charter School has fully complied with the Closure Protocol set forth in its Charter and/or this MOU and any additional closure procedures required by law, regulation, or required by the CDE.

Without limiting this MOU or the Charter and/or the defense, indemnity, and hold-harmless obligations of the Charter School, throughout the life of the Charter, the Charter School shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage shall be procured in the amount of \$15,000,000 per occurrence.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or

negligence should an injury occur as a result of sexual abuse with liability coverage of \$15,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

- B. General Liability Insurance Endorsement Negligence providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of \$15,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$ 1,000,000 per occurrence and \$1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any SCCOE property is leased, rented, or borrowed, it shall also be insured by the Charter School in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for educators' legal liability and error and omissions in an amount not less than \$5,000,000 per "claim" with an aggregate policy limit of \$15,000,000.

FIDELITY BOND coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence.

All of the insurance and/or coverage required by the foregoing provisions of this MOU shall: (a) be endorsed to name the SCCOE, the SCCBOE, the County Superintendent, Board members, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "SCCOE and the SCCOE Personnel") as additional insureds; (b) shall be primary insurance, and any insurance

and/or self-insurance or coverage maintained by the SCCOE and/or by the SCCOE Personnel shall be in excess of the Charter School's insurance and/or coverage required by the foregoing provisions of this MOU and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the SCCOE by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the SCCOE by the insurer, the Charter School shall also provide the SCCOE with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU, and any permitted change to any policy of insurance or memorandum of coverage shall be evidenced in accordance with the Verification of Coverage requirements below. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the SCCOE's option.

The acceptance by the SCCOE of the insurance and/or coverage required by the foregoing provisions of this MOU shall in no way limit the liability or responsibility of the Charter School or of any insurer or joint powers authority to the SCCOE.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that all rights of subrogation against the SCCOE and/or the SCCOE Personnel are waived.

VERIFICATION OF COVERAGE

The Charter School shall provide to the SCCOE complete copies of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this MOU, including all declarations, forms, and endorsements, which shall be received and approved by the SCCOE risk manager within thirty (30) days of the approval of this MOU and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the SCCOE for such documents. The complete copies and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of complete copies and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School to defend, indemnify, and hold harmless the SCCOE and the SCCOE Personnel.

DEDUCTIBLES AND LIMITS OF LIABILITY

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this MOU shall not reduce or limit the obligation(s) of the Charter School to defend, indemnify, and hold harmless the SCCOE and the SCCOE Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this MOU shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this MOU must be declared to and approved by the SCCOE.

The Parties anticipate that the required levels and types of insurance coverage required to meet the SCCOE's risk management standards may change over time. Charter School agrees to maintain such insurance as may be required by the SCCOE, the terms of which may be updated annually by the SCCOE, or more frequently with Charter School's agreement, and the Parties shall enter into an amendment or addendum to this MOU to revise the terms of the required coverage should the SCCOE determine such an amendment or addendum is preferred.

Any waiver or modification of these insurance requirements can only be made with the prior written approval of the County Superintendent or their designee. The minimum insurance requirements as specified herein do not represent a determination by SCCOE that the coverage is adequate or sufficient to protect Charter School from risk related to its operations, and Charter School must determine whether and what additional coverage may be appropriate for its operations.

The coverage and limits required hereunder and/or SCCOE's acceptance of the insurance and/or coverage required by the foregoing provisions of this MOU shall not in any way limit the liability or responsibility of the Charter School or any insurer or joint powers authority to SCCOE.

The Charter School shall notify the SCCOE's Charter Schools Department and risk manager of any litigation or legal action taken or written claims made by any party against the Charter School or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 15 days of the Charter School's receiving notice. The Charter School shall promptly respond to all reasonable inquiries from the SCCOE regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU. The Parties recognize that some records relating to claims and litigation may be confidential and thus not disclosable to the SCCOE, though the confidentiality of particular records does not limit the Charter School's obligation to report to the SCCOE the existence of the litigation, legal action, or claim.

The Charter School shall promptly respond to all inquiries from the SCCOE regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU.

21. Indemnification

To the fullest extent permitted by law, the Charter School agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to SCCOE, and hold harmless the

SCCOE, SCCBOE, the County Superintendent and each of their members, officers, Board appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (“Indemnitees”) from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney’s fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of the Charter School, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School arising from or in any way relating to the performance of and/or to the failure to perform in whole or in part any obligation under this MOU and/or in any way related to the operation or operations of the Charter School or of any other facility, program, or activity.

The obligations of the Charter School to defend the SCCOE and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this provision shall be construed to obligate the Charter School to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee’s sole negligence or from an Indemnitee’s willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

The Charter School further specifies that its indemnification, defense, and hold harmless obligations pursuant to this MOU extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

In the event that Charter School exhibits a deficit at any financial reporting period, the Charter School’s governing board shall pass a “Resolution of Funding of Rocketship Alma Academy Charter” stating that RSED will provide all necessary funds for Charter School to maintain compliance with the law, its Charter, and this MOU. A new resolution must be approved by the Board of Directors each time Charter School reports a deficit in order to evidence that the Board is aware of Charter School’s current fiscal situation. A copy of the approved, signed resolution and approved minutes evidencing such approval shall be provided to SCCOE.

The Charter School’s obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter School’s Charter or any other act or event that would end the Charter School’s right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations.

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse the Charter School's obligations to obtain and maintain the insurance required by this MOU and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this MOU.

22. School Name

The Charter School shall be known as **Rocketship Alma Academy**. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the SCCOE.

23. Discouraging Enrollment or Dismissal from Charter School; Student Suspension and Expulsion

The Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), which includes but is not necessarily limited to pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, or any of the characteristics identified in Education Code Section 220 or any other characteristic protected by law, or association with persons with any of these characteristics.

The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or to transfer to another school for any reason, including, but not limited to, academic performance of the pupil, in order to avoid or reduce disciplinary consequences including suspension or expulsion, or because the pupil exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), or any of the characteristics identified in Education Code Section 220 or any other characteristic protected by law, or based on association with persons with any of these characteristics. This paragraph shall not apply to actions taken by the Charter School pursuant to the procedures described in the Charter School's procedures for suspension and expulsion as described and approved in the Charter and this MOU.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Welfare and Institutions Code Section 224.1, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in Education Code Section 47605.6(b)(5)(J)(ii) for expulsions before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational

rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker, initiates the procedures specified in Education Code Section 47605.6(b)(5)(J)(ii) for expulsions, the pupil shall remain enrolled and shall not be removed until the Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions pursuant to Education Code Section 47605.6(b)(5)(J)(i) and (ii) and the requirements of the Charter and this MOU.

Notwithstanding the legally required information in the preceding paragraph, compliance with the procedures for involuntary removal and expulsion set forth in the Charter and this MOU shall be the only processes for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School for any reason, including but not limited to, disciplinary, attendance, and academic causes except as otherwise mandated by Education Code Section 47605.6, as it may be amended from time to time.

Should a pupil who has been recommended for expulsion by the Charter School administrator responsible for such recommendation pursuant to the expulsion procedures withdraw from enrollment at the Charter School prior to the completion of the expulsion process, the Charter School shall continue with and complete the expulsion process and make a final determination regarding expulsion regardless of the effort to withdraw the student from the Charter School.

Notwithstanding any language to the contrary in the Charter, revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq.* applicable to non-charter schools shall constitute a material revision to the Charter unless determined by the SCCOE not to be a material revision.

Students expelled from any school for any of the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

Should any student leave the Charter School per 47605(e)(3) the Charter School will notify the district superintendent of the pupil's last known address within 30 days. The Charter School will also notify SCCOE at the same time.

a. Homework During Suspension

The Charter School shall, upon the request of a parent or pupil, provide homework that would otherwise have been assigned to a pupil who has been suspended for two or more schooldays. If a homework assignment that is requested and turned into a teacher either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class

24. Transportation

Transportation to and from school is the sole responsibility of the families who choose to attend the Charter School, except as voluntarily offered by the Charter School or as required by law, including, but not necessarily limited to, the IDEA and the McKinney-Vento Homeless Education Assistance Act.

If the Charter School provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils.

The plan shall address all the following: (a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); (b) procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; (c) boarding and exiting a school bus at a school or other trip destination; (d) procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus; (e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

25. Closure Procedures

In addition to the procedures specified in the Charter, the Charter School shall comply with all the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the following requirements. The closure procedures set forth in the Charter and in this section of this MOU shall be collectively referred to as the "Closure Protocol." The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this MOU, the procedures set forth in this MOU shall prevail.

- A. Charter School shall identify an entity and person(s) responsible for closure-related activities and each notice required below shall include information on the responsible person and entity and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure.
- B. The Charter School Board shall provide written notification to the SCCOE of the determination of the Closure Action and of the effective date of the closure, and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure as a charter school within 72 hours of the Closure Action.
- C. Charter School shall provide written notification to the home districts of the list of returning students within 72 hours of the determination of the Closure Action.
- D. Charter School shall provide written notification of the Closure Action and the effective date of closure of Charter School to the CDE, the Charter School's SELPA, and the retirement systems in which Charter School's employees participate by registered mail within 72 hours of the Closure Action.
- E. On closure, Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- F. Notice to the parents and students will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records,

and specific information on completed courses and credits that meet graduation requirements.

- G. Charter School will provide parents, students, and the receiving school districts with copies of all appropriate student records. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. Section 1232g. As permitted by each student’s district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. Charter School will ask the SCCOE to store original records of Charter School students for which the district of residence/district of attendance is not known or will not accept the records. If the SCCOE will not or cannot do so, Charter School shall ask the SCCOE to designate a suitable alternative location for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.
- H. The Charter School shall provide SCCOE with a list of students enrolled in the Charter School within 10 days of the effective date of the Closure Action. The Charter School shall provide SCCOE the date each student’s cumulative file is transferred to a new school or home district and the name of the school/district to which each file was transferred within 10 days of transferring the file.
- I. As soon as is reasonably practical, but no later than 90 days after the latter of the Closure Action or the effective date of the closure, Charter School shall prepare final financial records. The Charter School’s independent audit completed by an independent auditor who meets the qualifications to perform Charter School’s annual audits, as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the SCCOE promptly upon completion. The auditor and audit shall comply with all the requirements for Charter School’s annual audit as set forth in the Charter. Any costs for the audit incurred by the SCCOE shall remain a liability of Charter School until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by Charter School shall be the responsibility of Charter School and not the SCCOE. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source.
- J. For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter School Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.
- K. In addition to the final audit, Charter School shall also submit any required year-end financial reports to the CDE and the SCCOE in the form and timeframe required.
- L. If RSED does not operate any charter school other than the RSA, and RSED chooses to dissolve upon closure of the Charter School, the corporation will be dissolved according to its Bylaws.

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of RSA, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending RSA – which have been determined to have been generated exclusively through state and federal apportionment funds for RSA students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district. Any assets acquired from the SCCOE or SCCOE property will be promptly returned to the SCCOE upon RSA’s closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of RSA will be liquidated, and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the SCCOE or another California public school, school district, or county office of education. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

This Closure Protocol and the Closure Protocol set forth in the Charter shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School’s right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the SCCOE agree that, due to the nature of the property and activities that are the subject of the Charter, the SCCOE and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The SCCOE, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the SCCOE. Such relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

26. Business and Operations Management

RSA shall at all times operate as a distinct and separate LEA and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to RSA and/or the RSED corporation or any other related entity including, but not limited to, any existing charter schools or additional or new charter schools that may be approved after the effective date

of this MOU. RSA shall either (1) maintain its own separate and distinct bank account(s), and RSA's funds shall not be commingled in a joint bank account with the funds of any other school(s) or operations and shall be kept physically separate from the funds of any other school(s) or operations or (2) maintain its own separate and distinct financial records and account code(s) (i.e. Site Code) and submit a general ledger report to SCCOE by the 20th of each month.

At all times, the Charter School shall submit financial reports for RSA as a distinct LEA and have audits performed on the financial statements of the Charter School. By July 1, 2025, unless the Charter School has already done so, the Charter School shall develop and submit to the SCCOE, Fiscal Policies and Procedures governing its operations, which Fiscal Policies and Procedures may be revised as necessary. A copy of the Charter School's Fiscal Policies and Procedures shall be submitted to the SCCOE annually on or before July 1 for the following fiscal year and any time that the Charter School desires to revise its Fiscal Policies and Procedures. In areas where overlap in purchasing or resource allocation might occur between RSA and any other school(s) or entities that might be operated by or associated with RSED or any other related entity, the Charter School's Fiscal Policies and Procedures shall be revised as necessary to describe how allocations will occur between distinct LEAs and entities and the Charter School shall provide the Fiscal Policies and Procedures covering such issues involving related entities to the SCCOE. In no event shall the Charter School develop or revise its Fiscal Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of its Charter and/or this MOU or other agreement between the Charter School and the SCCOE. The Fiscal Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs.

The Financial Policies and Procedures shall include a means of ensuring that all funds generated by and attributable to RSA authorized pursuant to the Charter will be maintained and expended for the educational benefit of the students at RSA.

Should RSED or any other related entity operate or obtain approval of or otherwise open another charter school or any other entity in addition to RSA, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, the Charter School shall provide to the SCCOE a calculation of all costs projected to be shared between RSA and any other RSED-related entity-operated school(s)/entity(ies) that deviate from the Financial Policies and Procedures described above, including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, the Charter School shall immediately provide the SCCOE with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in RSA's financial records and reviewed as part of Charter School's annual fiscal audit.

27. Term and Renewal

The parties mutually agree that the Charter Schools Act does not permit "evergreen" terms or the "stacking" of terms. The Charter School may submit its request for renewal on or after July 1 of the final year of its term.

The availability of current statewide student performance data and the data to be provided by the CDE pursuant to Education Code Section 47607(d)(1) will provide information regarding the Charter School's compliance with Education Code Section 47607's standards for approval of renewal. The SCCOE encourages the Charter School to submit its request for renewal only after receiving documentation of its statewide testing results from its last year of operation pursuant to the current renewal term.

Any renewal or material revision request shall include all of the following materials:

1. At least 1 hard copy (in a notebook or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents that includes references to all appendices/exhibits/attachments.
2. A redline comparing the renewal/revision Charter to the current Charter included in each notebook.
3. An electronic (Word) version of both the clean and redline versions of the renewal/revision Charter.
4. An electronic (Excel) version of the Budget including the LCFF calculator. Charter School will provide all other fiscal data necessary to understand budget calculations upon request.
5. The petition shall be updated to include a reasonably comprehensive description of how the Charter School is complying/will comply with any new legal requirements since the Charter was most recently granted or renewed and as necessary to reflect the Charter School's current program (including as updated/modified to comply with the requirements of this MOU and any addenda hereto).
6. An electronic (Word) version of the currently approved and operating version of the Charter.
7. An executive summary (including page references) of the changes requested or made from the currently approved Charter (including as updated or clarified pursuant to this MOU and any addenda hereto), and specific explanations of any requested material revision(s) to the Charter.
8. Renewal petitions must contain the California Dashboard data and state-wide testing data from the immediately preceding two years of the Charter's operations, including the data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c) and 47607.2 or the alternative verifiable data provided for in Education Code 47607(c)(6) for that period and any and all other data, plans, or information necessary to support renewal pursuant to Education Code 47607 and 47607.2.
9. A signed certification of completeness.
10. A completed SCCOE petition review matrix.
11. An electronic (PDF) version of the entire petition package for publishing purposes.

The renewal process shall be governed by the provisions of Education Code Sections 47605.6, 47607 and 47607.2, or the provisions of law that may supersede, modify, amend, or succeed those provisions.

The Charter School is encouraged to consult with the SCCOE Charter Schools Department, and SCCOE is encouraged to timely and cooperatively reply, regarding submittal of a draft of any

renewal request prior to the formal submittal of any renewal request in order to provide additional time for SCCOE review and comment, and for the Parties to work cooperatively on any outstanding issues relative to the Charter School's operations or the Charter document, as well as to coordinate with SCCOE the timing of submission of the renewal request. Any review of or comment on the proposed renewal Charter prior to the formal submittal will be at the SCCOE's sole discretion.

The SCCBOE delegates to the Superintendent or designee and the Charter School Board delegates to the Executive Director or designee authority to waive or extend the timelines in this MOU and its addenda, the Charter, law, or applicable regulation, including but not limited to, for consideration or action on material revision and/or renewal of the Charter.

28. Debts and Obligations

The Charter School shall be solely responsible for all costs and expenses related to the Charter and its operation, including, but not limited to, costs of insurance, reserves, staff, and operations.

The Charter School shall have no authority to enter contracts for or on behalf of the SCCOE. Any contracts, purchase orders, or other documents to which SCCOE is not a party and/or which are not approved or ratified by the SCCBOE or County Superintendent shall be unenforceable against the SCCOE and shall be the Charter School's sole responsibility.

To the extent practicable, the Charter School shall include a term in any agreements/contracts it enters into with any vendors and other entities and individuals outside of SCCOE that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of any chartering authority and are not enforceable against any chartering authority, which include but may not be limited to SCCOE.

29. Independent Entity

The Charter School and its officers, board members, employees, and volunteers, shall operate and provide the school services pursuant to this MOU and its addenda and the Charter as a wholly independent entity. The Charter School and the SCCOE shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The SCCOE shall not be liable for the acts, errors, omissions, debts, obligations, or liabilities of Charter School.

30. Affirmations; Policies; Notifications; Legal Compliance.

The Charter School shall comply with all laws governing California charter schools, the terms of its Charter, and the terms of this MOU, including any addenda hereto. The Charter School's obligations include, but are not limited to, each of the following:

- The Charter School shall not discriminate against a pupil or any person on the basis of 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 Section 422.55 of the Penal Code, including immigration status, or any other characteristic protected by law, or association with an individual who has any of the aforementioned characteristics. Each nondiscrimination statement and affirmation in the Charter shall be interpreted and applied to include and prohibit discrimination on the basis of any and all of the characteristics included in this paragraph or otherwise protected by law.

- The Charter School shall provide notice of the requirements of Education Code Section 47605.6(e)(4) in the form developed by the CDE, which notice shall be posted on Charter School's internet website within two business days of the Effective Date of this MOU, unless it has already done so, and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times:
 - (i) When a parent, guardian, or pupil inquires about enrollment.
 - (ii) Before conducting an enrollment lottery.
 - (iii) Before disenrollment of a pupil.
- Charter School shall adopt the policy and fulfill the other requirements of Education Code Section 234.7 concerning pupil protections relating to immigration and citizenship status or religious beliefs, unless it has already done so. The Charter School shall post on its website(s) in a prominent location readily accessible to parents and guardians, all the policies and information as specified in Education Code Section 234.6 within two business days of the Effective Date of this MOU, unless it has already done so.
- Charter School shall notify students and parents/guardians at least twice during each school year of how to initiate access to available student mental health services on campus or in the community in the manner required by Education Code Section 49428.
- In accordance with Education Code Section 49062.5, upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, Charter School shall update and reissue a former student's records to include the student's updated legal name or gender.
- Charter School shall provide notice concerning the human papillomavirus (HPV) immunization in accordance with Education Code Section 48980.4 and Health and Safety Code Section 120336.
- Charter School shall comply with the requirements of Education Code Sections 48986 and 49390 *et seq.*, concerning threats of homicide at school and safe storage of firearms.
- Charter School shall comply with the Safety and Supportive Schools Act (Ed. Code § 218 *et seq.*) and the Support Academic Futures and Educators for Today's Youth Act or SAFETY Act (AB 1955, 2024).
- Charter School shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications, and within 90 days of the Effective Date, if it has not already done so, shall adopt rules and regulations in the form of a written publications code that must include reasonable provisions for the time, place, and manner of conducting such activities, in compliance with Education Code Section 48907 and provide a copy of that publications code to SCCOE.

- Charter School shall comply with the requirements of Education Code Section 243 regarding the use of textbooks, instructional materials, supplemental instructional materials, or other curriculum for classroom instruction or books or resources in a school library.
- Charter School shall comply with the requirements related to student all-gender restrooms as applicable to the Charter School pursuant to Education Code Sections 17585 and 35292.5.
- Charter School shall stock and provide free menstrual products in accordance with Education Code Section 35292.6.
- If Charter School participates in interscholastic athletic programs and/or the California Interscholastic Federation (CIF), it shall comply with Education Code Sections 33353, 35179.4, and 35179.6.
- Charter School shall provide for student recess in accordance with Education Code Section 49056.
- Charter School shall provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414.
- If Charter School chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, it shall comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist.
- Charter School shall make the materials prepared by the CDE about type 1 diabetes available to parents/guardians when the pupil is first enrolled in elementary school and as part of Charter School's annual notifications.
- Charter School shall comply with the requirements of the Seizure Safe Schools Act. (Ed. Code, § 49468 *et seq.*)
- If it has not already done so, by July 1, 2025, Charter School shall implement policies relating to preventing contact with blood-borne pathogens and meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. Whenever exposed to blood or other body fluids through injury or accident, students and staff shall be required to follow the latest medical protocol for disinfecting procedures.
- Pursuant to Code of Civil Procedure Section 527.8 and Labor Code Sections 6401.7 and 6401.9, Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan and record information in a violent incident log for every workplace violence incident. These requirements include, but are not limited to, effective and timely training of employees on the workplace violence prevention plan that includes additional training when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. Charter School shall keep identification, evaluation, correction, and training records as required by law.
- Pursuant to Education Code section 49501.5, Charter School will provide two nutritionally adequate school meals free of charge during each school day to any pupil who requests a meal

without consideration of the pupil's eligibility for a federally funded free or reduced-price meal.

- Charter School shall develop, maintain, and deliver suicide prevention policies in accordance with all requirements of Education Code Section 215. On or before January 1, 2025, the Charter School's Board shall review and update its policy on pupil suicide prevention to incorporate best practices identified by CDE in the CDE's model suicide prevention policy, and shall review, at minimum every fifth year, Charter School's policy on suicide prevention and, if necessary, update that policy. If Charter School issues pupil identification cards to students in any of grades 7 to 12, inclusive, it shall have printed on the identification cards the telephone number for the National Suicide Prevention Lifeline, the National Domestic Violence Hotline, and other suicide-prevention and emergency-response telephone numbers, as appropriate.
- Charter School will allow a pupil who is a migratory child to continue attending their school of origin regardless of any change of residence of the pupil. Charter School will inform a pupil who is a migratory child and that pupil's parent or guardian of the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services.
- In accordance with Education Code Section 46148, Charter School's middle school start time shall begin no earlier than 8:00 a.m.
- Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood-borne pathogens, and shall maintain a calendar for and conduct emergency response drills for students and staff.

31. Updated Documents and Policies

On or before July 1, 2025, the Charter School shall revise its student/parent handbook, employee handbook(s), and any other policies and procedures to ensure consistency with the terms of the Charter, this MOU and any addenda hereto, and the law, including the notices required by the Charter, this MOU, and/or the law. The student/parent handbook shall also be posted on the Charter School's website.

32. Compliance with Laws Applicable to Public Agencies

The Charter School agrees to comply at all times with laws that generally apply to charter schools and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Brown Act (Cal. Gov. Code, § 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code, § 6250 *et seq.*);
- State conflict of interest laws: the Political Reform Act (Gov. Code, § 87100 *et seq.*; Gov. Code, § 1090 *et seq.*; Gov. Code § 1126);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);

- The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. § 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) Cal. Gov. Code, § 12900 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- Title IX of the Education Amendments of 1972 (Patsy Takemoto Mink Equal Opportunity in Education Act);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g *et seq.*); and
- The Elementary and Secondary Education Act (“ESEA”) as reauthorized and amended by the Every Student Succeeds Act (“ESSA”)

IX. CONSTRUCTION AND SEVERABILITY

A. Amendments

This agreement may be amended or modified, in whole or in part, only by a negotiated, signed, written agreement executed by duly authorized representatives of SCCOE and the Charter School.

B. Interpretation; Severability

The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction that might otherwise apply. The section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this MOU. If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute, and/or ordinance, such provision shall be revised by mutual agreement of the Parties or severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

C. Notifications

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the Superintendent at: County Superintendent of Schools Santa Clara County Office of Education 1290 Ridder Park Drive San Jose, California 95131	To the Charter School at: Executive Director Rocketship Education 2001 Gateway Place, Suite 230E San Jose, California 95110
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IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below:

Signed by:		
By:		Date: 2/18/2025 3:03 PM PST
	<small>286C9108BD11428...</small>	
	Charles Hinman, Ed.D.	
	Interim County Superintendent of Schools	
	Santa Clara County	


DocuSigned by:		
By:		Date: 2/18/2025
	<small>3C42F8B5CA2049B...</small>	
	Maricela Guerrero, Executive Director	
	On Behalf of Rocketship Alma Academy and Rocketship Education d/b/a Rocketship Public Schools	

EXHIBIT 1



CHARTER SCHOOLS DEPARTMENT FISCAL COMPLIANCE TIMELINE		
Due Date	Report Requirement	Description
By the 20th day of the month for the prior month	Monthly Financial Reports	Submit monthly reports to Charter Financial Administrator
	Submit to Charter Fiscal Admin using below link: Monthly Financial Report Submission Form	<ol style="list-style-type: none"> 1. Complete bank and investment statements with details of checks and deposits (can be a printout of the ledger), if funds are not held by the Santa Clara County Treasurer 2. Reconciliation reports, General ledger, Profit & Loss statement, and Balance Sheet 3. If cash demands for next 12 months cannot be met, submit a Monthly Cash Flow Projection for the upcoming 12 months along with Board approved resolution and minutes
By the 15th day of the month for the prior month	Monthly Attendance Reports	Submit monthly attendance reports to SCCOE Internal Business
July 1	Adopted Annual Budget LCFF calculator	Submit to SCCOE Charter Financial Administrator Required documents below:
	Submit to Charter Fiscal Admin using below link: Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of Adopted Budget Alternative Form 2. LCFF calculator 3. New issuance/ amendments of bonds, contracts, debt agreements, etc. 4. PDF of the certification with a wet signature 5. Charter Board numbered resolution and/or Board minutes of approval(s) by July 1 (if necessary -- i.e. no Board meeting in June -- no later than the first board meeting after July 1)
	Updated/New Lease and/or Facility Use Agreement (FAU); Certificate of Occupancy, if required	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> 1. Executed Updated/New Lease and/or Facility Use Agreement for current fiscal year.
	Fiscal Contact(s) & Business Operations Manager(s) (BOMs)	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> 1. Updated list of Fiscal Contact(s) & Business Operations Manager(s) (BOMs)
	Form 990	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> 1. Submit most recent Form 990
	Accounting/Financial Policies & Procedures	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> 1. In addition to the required document, provide Charter Board numbered resolution and/or Board minutes of approval(s) 2. After initial submission, provide documents if amended - along with the board approval of changes
July 6	Annual Attendance PY	Submit to SCCOE Internal Business
		<ol style="list-style-type: none"> 1. Due to Angela Uyeda, Accountant- Internal Business Services - at contact below
July 15	PENSEC Report	Submit to SCCOE Charter Financial Administrator
		<ol style="list-style-type: none"> 1. Submit PENSEC Report electronically to the CDE 2. Mail or hand deliver original PENSEC Data Certification with wet signature(s)
August 1	Proof of Insurance (Copy of the complete policy including COI)	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> 1. Certificate of General Liability which includes, or has a rider for, sexual abuse and child molestation 2. Additional Insured Endorsement naming SCCOE
August 20	Revised Budget (45 Day revise, if applicable)	Submit Revised Budget to Charter Financial Administrator
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of Revised Budget Alternative Form 2. PDF of the certification with a wet signature
September 15	Prior Year (PY) Unaudited Actuals	Submit PY Unaudited Actuals Financial Report to Charter Financial Administrator
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of Unaudited Actuals SACs Alternative Form 2. PDF of the certification with a wet signature 3. Board Approved Minutes no later than the first Board Meeting after September 15
Submission Window October -December	CALPADS and CBEDS Data Reporting Fall 1	Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information.
October 15	20 Day Attendance Report (Only if PENSEC Report is submitted)	Submit to Charter Financial Administrator via mail or hand delivery
		<ol style="list-style-type: none"> 1. A copy of 20 Day Attendance report with original, wet signature
December 15	First Interim Report LCFF calculator	Submit to Charter School Administrator Contains actuals as of October 31
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of First Interim Alternative Form 2. LCFF calculator 3. New issuance/ amendments of bonds, contracts, debt agreements, etc. (After the July 1 submission) 4. PDF of the certification with a wet signature 5. Charter Board numbered resolution and/or Board minutes of approval(s) by December 15 (if necessary -- i.e. no Board meeting in December -- no later than the first board meeting after December 15)
	PY Annual Audit Report	Submit to Charter Financial Administrator, CDE, State Controller's Office
	Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Soft copy with Management Letter
Submission Window January - March	Annual Financial Oversight: FCMAT Charter School Fiscal Health Risk Analysis (FHRA) Tool	FCMAT Charter School FHRA Tool: https://www.fcmat.org/PublicationsReports/Charter-School-FHRA.xlsx
Based on the Charter School Annual Oversight Visit Schedule	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Two weeks prior to the scheduled Annual Financial Oversight Visit submit in Excel format a completed FHRA tool.
January 6	P - I	Submit P-I Attendance Report to SCCOE Internal Business
Submission Window January -March	CALPADS and CBEDS Data Reporting Fall 2	Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information
March 15	Second Interim Report LCFF calculator	Submit to Charter School Administrator Contains actuals as of January 31
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Excel file of Second Interim Alternative Form 2. LCFF calculator 3. All bonds, contracts and other encumbrances (if not already reported) 4. PDF of the certification with a wet signature 5. Charter Board numbered resolution and/or Board minutes of approval(s) by March 15 (if necessary -- i.e. no Board meeting in March-- no later than the first board meeting after March 15)
March 29	Auditor Selection for Current FY	Submit to Charter School Administrator
	Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> 1. Complete SCCOE Auditor Selection Form
April 15	P - II	Submit to SCCOE Internal Business
April- July	CALPADS and CBEDS Data Reporting EOY 1, EOY 2, EOY 3	Census Date: TBD. Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information
SUBMIT ATTENDANCE REPORTS TO SCCOE INTERNAL BUSINESS:		SUBMIT FINANCIAL REPORTS TO SCCOE CHARTER SCHOOLS DEPARTMENT FINANCIAL ADMINISTRATOR:
Reports can be faxed to: (408) 453-6720 Angela Uyeda - Accountant Internal Business Services - SCCOE 1290 Ridder Park Drive MC 245 San Jose, CA 95131 AUyeda@sccoe.org 408-453-6997		Shailu Sharma Financial Administrator Charter Schools Department 1290 Ridder Park Drive, MC 234 San Jose, CA 95131 SSharma@sccoe.org 408-453-3609
		Cynthia Tapia Financial Administrator Charter Schools Department 1290 Ridder Park Drive, MC 234 San Jose, CA 95131 CTapia@sccoe.org 408-453-3604

Please note that document submission deadline to Charter Schools Department may differ from actual submission date by SCCOE to other agencies. The Charter School Department will inform in advance accordingly.
Rev. 05.10.2024



CHARTER SCHOOLS DEPARTMENT FISCAL COMPLIANCE TIMELINE			
Due Date	Report Requirement	Description	
By the 20th day of the month for the prior month	Monthly Financial Reports	Submit monthly reports to Charter Financial Administrator	
	Submit to Charter Fiscal Administrator using below link: Monthly Financial Report Submission Form	<ol style="list-style-type: none"> Complete bank and investment statements with details of checks and deposits (can be a printout of the ledger), if funds are not held by the Santa Clara County Treasurer Reconciliation reports, General Ledger, Profit & Loss statement, and Balance Sheet Cash demands for next 12 months cannot be met, submit a Monthly Cash Flow Projection for the upcoming 12 months along with Board approved resolution and minutes 	
By the 15th day of the month for the prior month	Monthly Attendance Reports	Submit monthly attendance reports to SCODE Internal Business	
July 1	Adopted Annual Budget LCFF calculation	Submit to SCODE Charter Financial Administrator Required documents below:	
	Submit to Charter Fiscal Administrator using below link: Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> Executive of Adopted Budget Alternative Form LCFF calculator New issuance/amendments of bonds, contracts, debt agreements, etc. PDF of the certification with a wet signature Charter Board numbered resolution and/or Board minutes of approval (by July 1 if necessary -- i.e. no Board meeting in June -- no later than the first board meeting after July 1) 	
	Updated/New Lease and/or Facility Use Agreement (FUIU) Certificate of Occupancy, if required	Submit to SCODE Charter Financial Administrator	
	Beginning of the Fiscal Year Mandated Reports Form	1. Executed Updated/New Lease and/or Facility Use Agreement for current fiscal year.	
	Fiscal Contact(s) & Business Operations Manager(s) (BOMs)	Submit to SCODE Charter Financial Administrator	
	Beginning of the Fiscal Year Mandated Reports Form	1. Updated list of Fiscal Contact(s) & Business Operations Manager(s) [BOMs]	
	Form 990	Submit to SCODE Charter Financial Administrator	
	Beginning of the Fiscal Year Mandated Reports Form	1. Submit most recent Form 990	
	Accounting/Financial Policies & Procedures	Submit to SCODE Charter Financial Administrator	
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> In addition to the required document, provide Charter Board numbered resolution and/or Board minutes of approval (by July 1 if necessary -- i.e. no Board meeting in June -- no later than the first board meeting after July 1) After initial submission, provide documents if amended -- along with the board approval for changes 	
July 6	Annual Attendance PY	Submit to SCODE Internal Business	
		1. Due to Angela Uyeda, Accountant-Internal Business Services - at contact below	
July 15	PERSEC Report	Submit to SCODE Charter Financial Administrator	
		<ol style="list-style-type: none"> Submit PERSEC Report electronically to the CDE Mail or hand deliver original PERSEC Data Certification with wet signature (by July 15 if necessary -- i.e. no Board meeting in June -- no later than the first board meeting after July 1) 	
August 1	Proof of Insurance (Copy of the complete policy including COI)	Submit to SCODE Charter Financial Administrator	
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> Certificate of General Liability which includes, or has a rider for, sexual abuse and child molestation Additional insured endorsement naming SCODE 	
August 20	Revised Budget (45 Day review, if applicable)	Submit Revised Budget to Charter Financial Administrator	
	Submit to Charter Fiscal Administrator using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Executive of Revised Budget Alternative Form PDF of the certification with a wet signature 	
September 15	Prior Year (PY) Unaudited Actuals	Submit PY Unaudited Actuals Financial Report to Charter Financial Administrator	
	Submit to Charter Fiscal Administrator using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Executive of Unaudited Actuals SACS Alternative Form PDF of the certification with a wet signature Board Approved Minutes no later than the first Board Meeting after September 15 	
Submission window October - December	CALPADS and CBEOS Data Reporting Fall 1	Refer to the CDE at http://www.cde.ca.gov/calpads/fall1 for all requirements, timelines and information.	
October 15	20 Day Attendance Report (Only if PERSEC Report is submitted)	Submit to Charter Financial Administrator via mail or hand delivery	
		1. A copy of 20 Day Attendance report with original wet signature	
December 15	First Interim Report LCFF calculation	Submit to Charter School Administrator Compliance issues of October 31	
	Submit to Charter Fiscal Administrator using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Executive of First Interim Alternative Form LCFF calculator New issuance/amendments of bonds, contracts, debt agreements, etc. (After the July 1 submission) PDF of the certification with a wet signature Charter Board numbered resolution and/or Board minutes of approval (by December 15 if necessary -- i.e. no Board meeting in December -- no later than the first board meeting after December 15) 	
	PY Annual Audit Report	Submit to Charter Financial Administrator, CDE, State Controller's Office	
	Other Fiscal Mandated Reports Form	1. Soft copy with Management letter	
	Annual Financial Oversight: PCMAT Charter School Fiscal Health Risk Assessments (FHRA) Tool	PCMAT Charter School FHRA Tool: https://www.fcmat.org/PublicationsReports/CharterSchoolFHRA.xlsx	
Submission window January - March	Annual Oversight Visit Schedule	<ol style="list-style-type: none"> Two weeks prior to the scheduled Annual Financial Oversight Visit submit in Excel format a completed FHRA tool. 	
January 6	P-1	Submit P-1 Attendance Report to SCODE Internal Business	
Submission window January - March	CALPADS and CBEOS Data Reporting Fall 2	Refer to the CDE at http://www.cde.ca.gov/calpads/fall2 for all requirements, timelines and information	
March 15	Second Interim Report LCFF calculation	Submit to Charter School Administrator Compliance issues of January 31	
	Submit to Charter Fiscal Administrator using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Executive of Second Interim Alternative Form LCFF calculator All bonds, contracts and other encumbrances (if not already reported) PDF of the certification with a wet signature Charter Board numbered resolution and/or Board minutes of approval (by March 15 if necessary -- i.e. no Board meeting in March -- no later than the first board meeting after March 15) 	
March 29	Auditor Selection for Current PY	Submit to Charter School Administrator	
	Other Fiscal Mandated Reports Form	1. Complete SCODE Auditor Selection Form	
April 15	P-2	Submit to SCODE Internal Business	
April - July	CALPADS and CBEOS Data Reporting BOY 1, BOY 2, BOY 3	Census Data: TBD. Refer to the CDE at http://www.cde.ca.gov/calpads/boy for all requirements, timelines and information	
SUBMIT ATTENDANCE REPORTS TO SCODE INTERNAL BUSINESS:		SUBMIT FINANCIAL REPORTS TO SCODE CHARTER SCHOOLS DEPARTMENT FINANCIAL ADMINISTRATOR:	
Reports can be faxed to: (408) 453-6720 Angela Uyeda - Accountant Internal Business Services - SCODE 1280 Rialto Park Drive MC243 San Jose, CA 95131 A.Uyeda@scode.org 408-453-6997		Shaili Sharma Financial Administrator Charities, Healthcare, Insurance 1280 Rialto Park Drive, MC 243 San Jose, CA 95131 SSharma@scode.org 408-453-6907	
		Cynthia Taphin Financial Administrator Charities, Healthcare, Insurance 1280 Rialto Park Drive, MC 243 San Jose, CA 95131 CTaphin@scode.org 408-453-3804	

Please note: the documents submission deadline to Charter Schools Department may differ from actual submission date by SCODE to other agencies. The Charter Schools Department will inform in advance accordingly.
Rev. 10/2024

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

Addendum to Oversight, Financial, and Operational Memorandum of Understanding By and Between the Santa Clara County Office of Education and Rocketship Education with Regard to Rocketship Alma Academy

I. GUIDING PRINCIPLES OF THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING:

- *Rocketship Alma Academy (“RSA”) a California public charter school, is operated and governed by Rocketship Education d/b/a Rocketship Public Schools (“RSED”), a California nonprofit public benefit 501(c)(3) corporation. RSA and RSED are referred to herein collectively and interchangeably as “Charter School” and/or “Rocketship” and shall have joint and several liability for compliance with all terms of this Addendum to the Memorandum of Understanding (“Addendum”), and the obligations imposed herein are equally applicable to the school and the corporation, with RSED’s obligations and responsibilities as articulated herein limited solely to its role and work as the operator of RSA. No aspect of RSED’s work not related to or affecting RSA’s operations, including with other charter schools in its portfolio, shall be covered by and/or subject to this Addendum, however, nothing related to RSA’s or RSED’s other operations or obligations shall serve to limit or excuse RSA and RSED’s compliance with each and every term of this Addendum.*
- *On November 20, 2024, the Santa Clara County Board of Education (“SCCBOE”) adopted Resolution No. 2452-2 approving with the addition of requirements pursuant to Education Code Section 47605.6(b) the renewal of RSA’s Charter (“Charter”). Those requirements included that the Charter School enter into an updated oversight, financial, and operational memorandum of understanding with the Santa Clara County Office of Education, in the form and including the terms satisfactory to the County Superintendent or designee, in their sole discretion, that governs the oversight of the Charter School, and clarifies and provides greater specificity regarding the Charter School’s operations pursuant to the renewal Charter, and that addresses all of Santa Clara County Office of Education Staff’s concerns with the renewal Charter, including but not limited to those specified in the Staff Report, Analysis & Findings for that renewal, and as necessary to update and/or replace the terms of the memorandum of understanding entered into by the Charter School and SCCOE effective in 2017 (“2017 MOU”) to be consistent with current law and SCCOE best practices, and any additional conditions or requirements as noted by the SCCBOE. The Santa Clara County Office of Education is referred to herein individually as well as collectively with the SCCBOE as “SCCOE.”*

- *The Charter School executed the oversight, financial, and operational Memorandum of Understanding (“MOU”) with the SCCOE on February 28, 2025. That MOU, in conjunction with this Addendum, are for the purpose of complying with these conditions of approval of the Charter.*
- *Resolution No. 2452-2 incorporated the Staff Analysis and Proposed Findings of Fact dated November 20, 2024, concerning the request for renewal of the Charter.*
- *SCCOE and the Charter School are collectively referred to herein as the “Parties.”*
- *Consistent with SCCBOE Board Policy 0420.4, an addendum to the MOU is to be added to address all the conditions, directions, additions, or corrections that were not contained in the Charter and/or the MOU.*

II. INCORPORATION OF GUIDING PRINCIPLES

The Guiding Principles set forth above are incorporated herein and made a part of this Addendum to the MOU.

III. PARTIES

This Addendum constitutes an agreement between the Santa Clara County Office of Education and Rocketship Education d/b/a Rocketship Public Schools regarding Rocketship Alma Academy, a California public charter school.

IV. INCORPORATION INTO MOU AND CHARTER

This Addendum is an addition to and is incorporated into the MOU by this reference as though fully set forth therein and the general provisions of the MOU shall apply and govern this Addendum unless specifically changed by the terms of this Addendum. This Addendum shall be effective and commence on the date upon which it is fully executed by the duly authorized representatives of the Parties (“Effective Date”). The MOU, this Addendum, and any addenda to the MOU, shall be coextensive with and remain in full force and effect throughout the term of the Charter School’s Charter and during the pendency of any appeal of a denial of a renewal request or a revocation of the Charter. Further, the term of the MOU, this Addendum, and any addenda to the MOU, shall continue in full force and effect beyond the current and renewal Charter terms during any period when the County Board is the RSA’s chartering authority (whether approved directly or if the County Board is designated by the State Board of Education to serve as the chartering authority) including during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree in writing that a replacement MOU shall supersede and replace the MOU, including any addenda thereto, and that replacement MOU becomes effective; (b) the Parties agree in writing that the MOU, including any addenda thereto, are terminated; or (c) Rocketship ceases operating and relinquishes/loses its Charter for any reason and complies with all Closure Procedures (as set forth in the Charter, the MOU, this Addendum, and any addenda to the MOU, and/or the law) and any ongoing requirements of the Charter and/or the MOU, this Addendum, and any addenda to the MOU. Upon termination of the MOU, this Addendum, and any addenda thereto, any provisions of the MOU

and/or this Addendum that specify that they shall survive the termination of the Charter, MOU and its addenda, and/or closure of the Charter School, shall remain in full force and effect in accordance with their terms.

The MOU including this Addendum and any addenda to the MOU and the attachments/appendices/exhibits to the Charter are incorporated into the Charter and made a part thereof for all purposes as if set forth in full in the Charter. A material violation of the MOU, including this Addendum and any addenda to the MOU, shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the terms of the MOU and this Addendum, the terms of this Addendum shall prevail and supersede the conflicting terms of the MOU and shall be deemed revisions to the MOU. In the event of a conflict between the Charter and the MOU, including its addenda, the MOU and its addenda shall prevail and shall be interpreted and deemed to be updates and clarifications to the Charter. In the event of a conflict between the law and the terms of this Addendum, the law shall prevail, and any such conflicting terms shall be revised or severed from the Addendum and nullified by mutual agreement of the Parties. Where the Charter is silent on an issue, the MOU and its addenda serve to fill in any gaps. Where the language of the Charter is ambiguous, the MOU, including its addenda, governs interpretation of that language, where applicable.

V. DEFINITIONS AND INTERPRETATION OF TERMS

Throughout this Addendum, the MOU, the Charter, and any attachments, exhibits, and/or appendices or supporting documents to each of those documents, any and all references to the Rocketship Alma Academy Charter School and/or RSA and/or Rocketship Education d/b/a Rocketship Public Schools and/or Rocketship Education and/or Rocketship Public Schools and/or Rocketship and/or the Charter School and/or the School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit corporation Rocketship Education d/b/a Rocketship Public Schools.

For all purposes related to the MOU, including this Addendum and any addenda to the MOU, or the Charter or the operations of the Charter School, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of the MOU, this Addendum and any addenda to the MOU, and the Charter and any attachments, exhibits and/or appendices or supporting documents thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein except as otherwise specifically provided in the MOU and this Addendum and any addenda to the MOU. As noted above, no aspect of RSED's work not related to or affecting RSA's operations shall be covered by and/or subject to the MOU, including this Addendum, however, nothing related to RSED's other operations or obligations shall serve to limit or excuse RSA and RSED's compliance with each and every term of the MOU including this Addendum.

All conditions, terms, affirmations, and descriptions set forth in the Charter shall apply to RSA notwithstanding any clerical errors or other references to other schools operated by RSED.

All definitions and terms as used in the MOU shall apply with full force and effect to this Addendum, without the need to repeat any such definitions or terms unless this Addendum explicitly changes or modifies the meaning or application of a term.

VI. Governance

The SCCBOE shall be entitled to a single representative on the RSED Board of Directors and the SCCBOE or its designee, at its discretion, shall appoint the SCCBOE representative, but it will be within the SCCBOE or its designee's sole discretion whether or not to appoint such a representative at any time. Whether and how to select such a representative and the identity of such a representative shall be in the SCCBOE or designee's sole discretion, and in no event shall the Charter School or its Board of Directors (including any nominations committee thereof) have any role in or authority over such selection, appointment, and/or removal of such a representative. On or before July 1, 2025, the RSED Bylaws shall be revised to exempt any representative of the SCCBOE from any rules, requirements, or procedures for selection, appointment, or removal from the RSED Board and affirm that all such determinations are within the SCCBOE or designee's sole discretion, including exemption from the Nominations Committee process and approval of the RSED Board by vote of the Board or any other appointment or removal procedures described in the Bylaws. RSED shall provide the proposed revised language to SCCOE at least two weeks prior to the RSED Board's consideration and action thereon to ensure that the revised provision complies with the requirements of this Addendum and shall provide a copy of the adopted revised Bylaws within one week of approval by the RSED Board.

In no event shall the Charter School's Board of Directors delegate the authority to close RSA, as any such closure decision must be made by the Board of Directors at an open public meeting held in accordance with the Brown Act.

VII. Employee Qualifications

The positions of principal and assistant principal shall require a valid California teaching or pupil personnel services credential and an administrative credential shall be preferred for such positions.

Fully and appropriately credentialed teachers and staff will provide all instruction and teaching services that count toward all instructional minutes at RSA throughout all hours of the school day.

VIII. Health and Safety Policies and Procedures

On or before July 1, 2025, and throughout the term of this Addendum, the Charter School's Board Policies, including its health and safety procedures, specifically including, but not limited to, nondiscrimination and complaint procedures (including Title IX and the Uniform Complaint Procedures) shall be readily locatable and searchable from the RSA and RSED websites, to the County Superintendent or designee's satisfaction.

IX. Pupil Balance

The Charter School's plan for achieving the pupil balance provided for in the Charter School's Act as set forth in the Charter, including its outreach and recruiting strategies, specifically its efforts related to the "community," shall include a focus on the RSA community, specifically the

population residing within Santa Clara County. At least annually, following the completion of its open enrollment period and any required public random drawing, the Charter School shall audit, assess, and review the results of its outreach and recruitment plan in order to determine the effectiveness of its efforts to achieve the pupil balance provided for in the Charter Schools Act and modify its plan, including recruitment and outreach efforts, to improve the effectiveness of its plan as necessary.

X. Admissions Policies and Procedures

The Charter provides first preference for “siblings of students currently admitted to or attending the Charter School.”

Upon application to the Charter School, families are asked to check whether the applicant has a sibling who attends the Charter School and provide the name of that sibling. Prior to conducting the lottery, the Charter School runs a verification process to confirm that the applicant’s sibling is a Charter School student. After the sibling has been confirmed, the applicant is assigned the sibling preference prior to the public random drawing. Should an applicant sibling not get admitted during the lottery process, that applicant is put on the wait list in the order drawn.

As the lottery occurs in the middle of a school year, the Charter School endeavors to accommodate the unusual but possible circumstance in which a student is “currently admitted” to the Charter School through ongoing wait list turnover but may not have yet begun attending the Charter School. In such case, that student’s sibling would be assigned the sibling preference in the same manner as a student who is actively attending the Charter School. The preference for siblings of currently admitted students has no application in cases in which two or more siblings apply during the same open enrollment and lottery period.

With respect to students who apply to the Charter School after the open enrollment period and lottery have concluded, the Charter School will admit any student if there is open space at the student’s requested grade level. If there is no space at a student’s requested grade level, then the Charter School will add the student to the wait list.

XI. Student Suspension/Expulsion Procedures

The Charter School’s suspension and expulsion procedures are set forth in the Student/Parent Handbook attached to the Charter as Appendix 26 and as updated in Exhibit A hereto. The Charter School’s Student/Parent Handbook shall be revised to comport with the updates in Exhibit A. The causes and procedures for suspension and expulsion set forth in Charter Appendix 26 as updated by Exhibit A to this Addendum may not be substantively revised, except to comport with requirements of law or to track revisions to the causes and procedures applicable to non-charter California public schools, without a determination from the County Superintendent or designee whether the proposed revision(s) is a material revision to the Renewal Petition.

XII. Employee Return Rights

No employee of the County Superintendent of Schools shall be required to work at the Charter School. Employees of the County Superintendent of Schools who choose to leave the employment of the County Superintendent of Schools to work at the Charter School will have no automatic

rights of return to the employment of the County Superintendent of Schools after employment by the Charter School unless specifically granted by of the County Superintendent of Schools through a leave of absence or other agreement. Charter School employees who leave the employment of the County Superintendent of Schools to work at the Charter School shall have only the return rights that the County Superintendent of Schools specifies, and any other rights upon return to the employment of the County Superintendent of Schools that the County Superintendent of Schools determines to be reasonable and not in conflict with any law and grants to the employee.

Sick and vacation leave, and/or years of service credit, from the County Superintendent of Schools shall not be transferred to the Charter School.

Employment by the Charter School provides no rights of employment at any other entity.

Charter School staff shall not continue to earn service credit in a position of employment by the County Superintendent of Schools while employed at the Charter School. Further, in the case of closure of RSA, employees at RSA shall have no rights of employment/transfer to any other RSED school or entity, the County Office of Education, any school district, or any other employer.

XIII. Closure Review Policy

The Charter specifies that the Charter School shall submit a Closure Review Policy to the SCCOE on or before October 1, 2017. That due date is hereby updated to be July 1, 2025.

XIV. Free Schools

The Charter specifies that a component of teacher evaluations is based on “family engagement,” including the percentage of parents completing “partnership hours.” The Charter School shall train all staff, specifically including teachers, on free schools requirements and the prohibitions against mandating volunteer hours or in any way implying to parents that such volunteer hours are required. Further, the Charter School shall review and modify its teacher evaluation standards and procedures as necessary to ensure that this component of the teacher evaluation process does not result in actual or likely violations of the free schools requirements, including eliminating percentage of parents completing the “partnership hours” from the evaluation standards if necessary. In no event shall Charter School staff, including individual teachers, communicate to parents that individual evaluations are dependent upon the percentage of parents in the class who complete “partnership hours.”

XV. Significant Changes to Enrollment/ADA

The Charter School shall closely monitor RSA’s average daily attendance (“ADA”) and enrollment and report to SCCOE any “significant changes” (either reduction or expansion) as defined herein. In cases where a significant change is identified, the Charter School shall submit a corresponding plan to respond to such change to maintain a fiscally viable program consistent with the terms of the Charter, the MOU, this Addendum, and any other agreements with SCCOE.

A “significant change” in ADA and/or enrollment will be determined by using variance calculation in each of the following **Comparison Financial Reporting Periods**:

- Prior Year Second Interim to Adopted Budget
- Adopted Budget/Revised Budget to Census Day
- Adopted Budget/Revised Budget to First Interim
- First Interim to Second Interim.

The variance percentage calculations that will measure a “significant change” in ADA or enrollment are as follows:

1. ADA Variance (%)

- a. Calculation: $= [(Actual\ ADA - ADA\ in\ Prior\ Financial\ Reporting\ Period) / (ADA\ in\ Prior\ Financial\ Reporting\ Period)] \times 100$

Definition:

- Actual ADA: The actual average daily attendance recorded during the current financial reporting period.
- ADA in Prior Financial Reporting Period: The average daily attendance recorded during the prior financial reporting period (e.g., Census Day, First Interim, etc.).

2. Enrollment Variance (%)

- a. Calculation: $= [(Actual\ Enrollment - Enrollment\ in\ Prior\ Financial\ Reporting\ Period) / (Enrollment\ in\ Prior\ Financial\ Reporting\ Period)] \times 100$

Definition:

- Actual Enrollment: The number of enrolled students during the current financial reporting period.
- Enrollment in Prior Financial Reporting Period: The number of enrolled students during the prior financial reporting period (e.g., Census Day, First Interim, etc.).

Significant Change Thresholds:

If the above calculations of RSA’s ADA and/or Enrollment fall within the following percentage levels, it shall constitute a “significant change” for purposes of the requirements of this Section of this Addendum:

- a) 5% if RSA’s actual ADA at time of calculation is between 0 and 300;
- b) 8% if RSA’s actual ADA at time of calculation is between 301 and 1,000;
- c) 10% if RSA’s actual ADA at time of calculation is more than 1,001.

Response Plan Requirements:

The Charter School's Response Plan to address such changes to maintain a fiscally viable program consistent with the terms of the Charter, the MOU, and the addenda thereto, including this Addendum, shall include updated financial projections reflecting current ADA and enrollment trends with narrative describing the impact on the Charter School's program (e.g., reduction of personnel, reduction of support services), a recruitment plan to restore enrollment levels, and/or a description of strategies to improve student attendance.

Reporting Requirement:

- The Charter School shall submit to SCCOE the calculation of change in ADA and enrollment per the formulas above within 10 days of each Comparison Financial Period, regardless of whether the calculation demonstrates a "significant change."
- The Charter School shall provide its plan to SCCOE in response to any significant change within 30 days of submitting any Comparison Financial Reporting Period calculation demonstrating a "significant change."

XVI. Public School Attendance Alternatives to the Addendum"

Element N: Public School Attendance Alternatives in the Charter is replaced in its entirety with the following:

No student may be required to attend RSA. Students who reside within Santa Clara County who choose not to attend the Charter School may attend other schools within their district of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of their district of residence.

Parents and guardians of each student enrolled in RSA will be informed on admissions forms that the students have no right to admission in a particular school or any local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

//SIGNATURES ON NEXT PAGE//

IN WITNESS WHEREOF, the parties to this Addendum have duly executed it on the day and year set forth below:

Signed by:
By: Charles Hinman Date: 2/18/2025 | 3:03 PM PST
286C9108BD11428...
Charles Hinman, Ed.D.
Interim County Superintendent of Schools
Santa Clara County

DocuSigned by:
By: Maricela Guerrero Date: 2/18/2025
3C42F8B5CA2049B...
Maricela Guerrero, Executive Director
On Behalf of Rocketship Alma Academy and Rocketship Education d/b/a Rocketship
Public Schools

EXHIBIT A

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 is provided an in-school opportunity 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)/47605.6(b)(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, ("Administrative Panel") The Administrative Panel, if appointed, will consist of at least five certificated Rocketship staff members, each from different Rocketship school sites. Should any of the persons appointed to the Administrative Panel work at the school in which the student is enrolled, they shall be recused from the proceedings.

In accordance with Ed Code 47605(c)(5)(J)(ii)/47605.6(b)(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.

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.

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.

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.

Expulsion Decision

In the event that an Administrative Panel conducts the hearing, 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. Any decision to expel by the Academic Affairs Committee shall be in the form of written findings of fact.

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 Academic Affairs Committee to expel, shall send written notice of the decision to expel, including the Academic Affairs Committee'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 Executive Committee of the Board. The request to appeal must be made in writing and shall be submitted to the Executive Committee within five business days of being made aware of the decision to expel the student. The appeal shall be heard by the Executive Committee within 15 days of receipt of the appeal.

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 not to 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.

MEMORANDUM OF UNDERSTANDING

Oversight, Financial and Operational Memorandum of Understanding By and Between the Santa Clara County Office of Education and Rocketship Education with Regard to Rocketship Sí Se Puede

I. GUIDING PRINCIPLES OF THIS MEMORANDUM OF UNDERSTANDING:

- *The Santa Clara County Board of Education (“SCCBOE”), the Santa Clara County Office of Education and SCCBOE-authorized charter schools strive to have a partnership that exemplifies best practices with respect to the authorizer-charter relationship. The Santa Clara County Office of Education is referred to herein individually as well as collectively with the SCCBOE as “SCCOE.”*
- *This Memorandum of Understanding (“MOU”) is an oversight and operational agreement that outlines and defines the Parties’ respective operational and reporting responsibilities.*
- *Rocketship Sí Se Puede Academy Charter School (“RSSP”), a California public charter school, is operated and governed by Rocketship Education d/b/a Rocketship Public Schools (“RSED”), a California nonprofit public benefit 501(c)(3) corporation. RSSP and RSED are referred to herein collectively and interchangeably as “Charter School” and/or “Rocketship” and shall have joint and several liability for compliance with all terms of this MOU, and the obligations imposed herein are equally applicable to the school and the corporation, with RSED’s obligations and responsibilities as articulated herein limited solely to its role and work as the operator of RSSP. No aspect of RSED’s work not related to or affecting RSSP’s operations, including with other charter schools in its portfolio, shall be covered by and/or subject to this MOU, however, nothing related to RSED’s other operations or obligations shall serve to limit or excuse RSSP’s and RSED’s compliance with each and every term of this MOU.*
- *This MOU is aligned with the letter and intent of the California Charter Schools Act: accountability and oversight with minimal bureaucracy, with the primary intent to clarify the monitoring and oversight expectations and responsibilities and clarify the responsibilities and duties of the Charter School in relation to the Charter School’s operations and obligations.*
- *SCCOE and the Charter School are collectively referred to herein as the “Parties.”*
- *On November 6, 2024, the SCCBOE adopted Resolution No. 2451-4, approving with conditions the renewal of RSSP’s Charter (“Charter”). Those conditions included that the Charter School enter into this updated MOU and/or an addendum hereto, in the form and including the terms satisfactory to the County Superintendent or designee, in their sole discretion, that governs the oversight of the Charter School, and clarifies and provides greater specificity regarding the Charter School’s operations pursuant to the renewal Charter, and that addresses all of SCCOE Staff’s concerns with the renewal Charter, including but not limited to those specified in the Staff Report, Analysis & Findings for that renewal, and as necessary to update and/or replace the terms of the memorandum of understanding entered into by the Charter School and SCCOE effective July 1, 2017 (“2017 MOU”) to be consistent with current law and SCCOE best practices, and any additional conditions as noted by the SCCBOE.*

- *By approving the Charter renewal, the SCCOE assume the oversight of the Charter School in accordance with the Charter Schools Act. The requirements outlined in this MOU allow the SCCOE to effectively oversee charter schools.*
- *SCCOE and its authorized charter schools recognize that not all requirements governing charter school-chartering authority relations, reporting, and oversight are memorialized herein, and therefore, the parties to this MOU agree that they are bound by and will comply with applicable provisions of the Education Code, and all other applicable statutes, rules and regulations in addressing any matters not specifically addressed in the Charter and/or this MOU and/or any addenda hereto.*
- *The Parties specifically declare that this MOU and the first addendum hereto (“Addendum”) shall replace and supersede for all purposes that 2017 MOU as of the date both the MOU and the Addendum are fully approved and effective by their terms.*

II. INCORPORATION OF GUIDING PRINCIPLES

The Guiding Principles set forth above are incorporated herein and made part of this MOU.

III. PARTIES

This MOU constitutes an agreement between the Santa Clara County Office of Education and RSED, a California non-profit public benefit corporation, with regard to RSED’s operation of RSSP.

IV. BACKGROUND

The SCCBOE has approved with conditions the renewal charter of Rocketship Sí Se Puede pursuant to the terms of the Charter Schools Act of 1992 (“Charter School Act”; Education Code §47600 *et seq.*). This MOU and the Addendum are intended to outline the Parties’ agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters not otherwise addressed or resolved by the terms of the Charter.

V. TERM

This MOU shall commence on the date upon which it is fully executed by the duly authorized representatives of the Parties (“Effective Date”) and shall be coextensive with and remain in full force and effect throughout the term of the Charter School’s Charter, and during the pendency of any appeal of a denial of a renewal request or a revocation of the Charter. Further, the term of this MOU shall continue in full force and effect beyond the current and renewal Charter terms during any period when the County Board is the RSSP’s chartering authority (whether approved directly or if the County Board is designated by the State Board of Education to serve as the chartering authority) including during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree that a replacement MOU shall supersede and replace the MOU and that replacement MOU becomes effective; (b) the Parties agree in writing that the MOU is terminated; or (c) Rocketship ceases operating and relinquishes/loses its Charter for any reason and complies with all Closure Procedures (as set forth in the Charter, the MOU, including any addenda thereto, and/or the law) and any ongoing requirements of the Charter and/or this MOU. Upon termination of the MOU, any provisions of the MOU, including any addenda thereto, that specify that they shall survive the termination of the Charter, MOU and its addenda, and/or closure of the Charter School, shall remain in full force and

effect in accordance with their terms. This MOU may be reviewed annually and may be amended or augmented by addendum at any time upon mutual written agreement executed by duly authorized representatives of the Parties. The future renewal of the Charter School's Charter will depend in part on the Charter School's compliance with the terms of this MOU and applicable law.

VI. INCORPORATION INTO CHARTER

This MOU, including any addenda hereto, is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A material violation of the MOU shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this MOU and nullified. In the event of a conflict between the Charter and this MOU, the terms of the MOU shall control and prevail, and shall be interpreted and deemed to be updates and clarifications to the Charter. Where the Charter is silent on an issue, the MOU serves to fill in any gaps. Where the language of the Charter is ambiguous, the MOU is the document that governs interpretation of that language, where applicable.

VII. DEFINITIONS AND INTERPRETATION OF TERMS

Throughout this MOU and the Charter School's Charter and any attachments, exhibits, and/or appendices or supporting documents thereto, any and all references to the Rocketship Si Se Puede and/or RSSP and/or the Charter School and/or the School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit corporation Rocketship Public Schools.

For all purposes related to this MOU and its addenda or the Charter or the operations of the Charter School, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this MOU and the Charter and any attachments, exhibits and/or appendices and/or supporting documents thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein except as otherwise specifically proved in this MOU. As noted above, no aspect of RSED's work not related to or affecting RSSP's operations shall be covered by and/or subject to this MOU, however, nothing related to RSED's other operations or obligations shall serve to limit or excuse RSSP and RSED's compliance with each and every term of this MOU.

Throughout this MOU and the Charter and any attachments, exhibits, and/or appendices thereto, any time that the Charter School indicates that it will follow the requirements of a particular Section of the Education Code or other law, it means that the Charter School will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

VIII. RESPONSIBILITIES OF THE PARTIES

A. The Role of the SCCOE in Overseeing the Charter School

The SCCBOE believes that charter schools provide an opportunity to implement accountability-based school-level reform, support innovation which improves student learning, and provide

choice for parents. In order to ensure the effectiveness of this effort, SCCOE will perform oversight functions mandated by state law.

For regular charter school monitoring, SCCOE staff will endeavor not to make any untimely or last-minute special requests.

Regular monitoring visits will be made once or twice a year by the SCCOE to the Charter School. The purpose of the monitoring visit(s) is to assess the Charter School's progress in governance and organizational leadership; educational performance; fiscal operations and internal controls; and adherence to the Charter and the law. The monitoring visit(s) may include a review of the facility; review of the school's records that are disclosable to the chartering authority under applicable law; interviews with the school's administration, staff, students, and parents/guardians; and classroom visits. SCCOE shall have the right to request and receive documents and information from Charter School that are reasonably relevant to its oversight responsibilities, including but not limited to with respect to governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter, and any other oversight responsibilities as appropriate and consistent with applicable state laws. Such documents and information shall be made available in hard copy or electronic format as SCCOE may reasonably request.

No later than July 1 of each year, the SCCOE shall provide the Charter School with a written list of documents that the Charter School is required to provide prior to or during the monitoring visit and throughout the year. This list will include a brief description of each required document, the deadline for the Charter School to make each document available to the SCCOE, and the method of submission for each document (i.e., electronic upload, make available on site, etc.). The Charter School will host the SCCOE in its monitoring visits and provide reasonable assistance to ensure the SCCOE fulfills its statutorily mandated monitoring duties.

In accordance with Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries by the SCCOE, and nothing in the preceding paragraph shall serve to limit SCCOE's authority to make other reasonable inquiries for information or documentation from the Charter School, and Charter School's obligation promptly to respond to such inquiries. The SCCOE may inspect and receive copies of all records relating to the operation of the Charter School, including financial, personnel, and pupil records as may be permitted by law, and as pertinent to SCCOE's oversight and chartering authority functions. The Charter School is subject to the California Public Records Act (CPRA), however, the SCCOE's right to inspect and receive records is not based on or limited by the CPRA, but rather on the SCCOE's oversight role.

In accordance with Education Code Section 47607(a)(5), the Charter School acknowledges that the SCCOE may inspect or observe any part of the Charter School at any time. As a courtesy, SCCOE will endeavor to provide advance notice when SCCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions and will endeavor to comply with Charter School's visitor policies (which the Charter School imposes for the health and safety of staff/students, i.e. signing in, wearing a badge, being subject to removal for violent or disruptive conduct) when SCCOE determines that doing so does not limit or negatively impact its ability to carry out its oversight functions.

B. The Charter School's Responsibilities

It shall be the Charter School's duty and obligation, at the Charter School's expense and cost and under the direction of the Charter School's governing body, to manage, operate, and administer

the Charter School. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the SCCOE as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

1. Funding Sources

The Charter School will receive funding from the State directly. External resources of the Charter School will be considered in the Charter School's financial records upon receipt. Funding shortfalls will be the responsibility of the Charter School. Any issuance of debt by or on behalf of the Charter School must be reported to the SCCOE staff assigned for fiscal review and monitoring. This report must include financial details and conditions of such debt, including but not limited to, a resolution by the Charter School governing board defining the nature of the debt, and the terms specified in a loan agreement or debt instrument.

Additionally, any local revenue support for RSSP – including but not limited to grants, donations, fundraising, or other external sources – that exceeds the lesser of \$500 per Average Daily Attendance (ADA) or 2% of the total revenue sources per fiscal year as assessed at each reporting period must be reported to SCCOE staff assigned for fiscal review and monitoring. The report must include the financial details and terms of such revenue support, including but not limited to, the governing board resolution, the purpose and source of the funds, and the specific terms outlined in any grant award letter, donation agreement, or other relevant documentation.

SCCOE shall not provide advice on debt issuance or financial transactions of the Charter School, and nor shall the reporting of this information to SCCOE be construed as SCCOE approving or endorsing such action on behalf of the Charter School. The Parties acknowledge and agree that the issuance of debt by or on behalf of the Charter School shall not obligate SCCOE to pledge any funds or security for the repayment of the debt or to make any appropriation for the repayment of such debt or otherwise impose any responsibility or liability for any such debt on SCCOE, except as specifically otherwise agreed in writing.

The Charter School is fully responsible for collecting the funding entitlement generated from in lieu of property taxes directly from its sponsoring local educational agency and/or the district(s) in which the student(s) attending the Charter School reside, and for providing sufficient support documentation to such entity(ies) to ensure the accuracy of the tax billing.

2. Supervisorial Oversight Fee

The SCCOE may charge for the actual cost of supervisorial oversight of the Charter School, up to any maximum permitted by law (currently described and limited in Education Code Section 47613). The Charter School acknowledges that the SCCOE's actual costs in conducting its oversight obligations may meet or exceed the maximum percentage permitted by law and the SCCOE shall not be required to submit documentation of its actual oversight costs. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the SCCOE as provided in the Charter Schools Act, the Charter Petition, and this MOU as appropriate and consistent with applicable state laws.

3. Other Services Fees

The Charter School may opt to contract with the SCCOE for additional services for a fee, including Financial Services, STRS Enrollment and Report Preparation, Library Resources, Payroll

Processing, Professional Development, Program Evaluation, School Plan, and Special Education Services. Whether to provide such services upon request shall be in the SCCOE's sole discretion. The SCCOE will invoice the Charter School for the cost of general oversight and for any additional services on a quarterly basis or as otherwise agreed to pursuant to a services agreement among the Parties.

4. Special Education

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992, and the Individuals with Disabilities Education Act (20 U.S.C. § 1400 *et seq.* "IDEA").

Absent agreement of the parties to the contrary, the Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the Americans with Disabilities Act with respect to eligible students. The Charter School shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By September 1 of each year, the Charter School shall designate a Charter School employee responsible for Section 504/Americans with Disabilities Act compliance and notify the SCCOE in writing of the name of the responsible individual.

The Charter School participates as a local educational agency in the El Dorado County Charter School Special Education Local Plan Area. Should the Charter School choose to change Special Education Local Plan Areas (SELPA), the Charter School will provide the SCCOE with written proof of acceptance to another State Board of Education approved SELPA that is consistent with subdivision (a), (b), or (c) of Education Code Section 56195.1 at least one month prior to the proposed effective date of the change. If the Charter School wishes to join the SCCOE SELPA, the Charter School must send a written request to the SCCOE SELPA Director and comply with the procedures and timelines to apply to join the SELPA in accordance with law and the SELPA plan. Should the Charter School be accepted into the SCCOE SELPA, this MOU shall be revised to reflect such change prior to implementation thereof. Should the Charter School ever seek to become a school of SCCOE for purposes of compliance with the IDEA, the necessary and corresponding revisions to the description of how the Charter School will provide services in compliance with the IDEA would constitute a material revision to the Charter and require prior approval of such proposal, including the detailed plan for IDEA compliance as a school of SCCOE, through the material revision process, unless SCCOE determines Charter School's plan can be implemented without the need for a material revision to the Charter.

The Charter School is solely responsible for ensuring that all children with disabilities enrolled in the Charter School receive special education and related services in a manner that is consistent with all applicable provisions of state and federal law, regardless of students' home district, and shall comply with all requirements of the IDEA.

The Charter School shall comply with all of the special education responsibilities and requirements set forth in the Charter and all requirements of state and federal law relating to the provision of services to students with special needs, including but not limited to the following responsibilities:

- The Charter School shall work to identify students with special needs and refer students through the SST process who have or may have exceptional needs that qualify them to receive services under the IDEA and shall be solely responsible for the identification and referral of students who have or may be suspected of having exceptional needs that qualify

them to receive special education services to meet its Child Find Obligation under the IDEA.

- The Charter School, as an LEA, is responsible to offer the full continuum of placements and services to address the needs of students with individualized education programs (IEPs) and provide a “free appropriate public education” (FAPE) as defined in the IDEA at no cost to the parent/student.
- The Charter School is solely responsible for the management of its special education budgets, personnel, programs, and services. The Charter School shall ensure that its special education personnel or contracted personnel are appropriately credentialed, licensed, or on waiver consistent with California laws and regulations and shall hire any staff necessary in order to comply with students’ IEPs. In no event shall any student with a disability be turned away or denied admission to Charter School because Charter School does not have an employee(s) with the appropriate credential to provide services to the student.
- The Charter School is solely responsible for obtaining the cumulative file, prior and/or current IEP, and any and all other special education information for any student enrolling.
- The Charter School shall provide appropriate and timely interim placements for students who are new to the Charter School and have IEPs. Students with an existing IEP are entitled to receive a comparable program on a 30-day “interim placement” basis, unless the parent and Charter School agree otherwise. The interim placement shall begin as soon as the Charter School verifies the student has an existing IEP and the parent completes the school enrollment process.
- The Charter School shall participate in the evaluation and assessment processes to ensure that the appropriate services are provided on an individualized basis for every child with a disability.
- The Education Specialist, along with the IEP team, will lead development of IEPs, manage IEPs, communicate plans for modifications and accommodations, and work with teachers and stakeholders to implement the IEP.
- The Charter School will develop, maintain, and implement policies and procedures to ensure that all parents/guardians are fully informed of their rights and that families of students with exceptional needs are given copies of the document, Special Education Rights of Parents and Children: Notice of Procedural Safeguards (Revised June 2022) or any subsequent version as updated by the California Department of Education. The link for the current version of this document is <https://www.cde.ca.gov/sp/se/qa/documents/pseng.pdf>.
- The Charter School will ensure that it makes the necessary adjustments to comply with the mandates of state and federal laws, including the IDEA and Section 504, regarding discipline of students with disabilities.

Because the Charter School shall operate as its own LEA for the purposes of special education, the SCCOE shall have no further responsibility for the coordination or provision of special education services to the Charter School students, regardless of the school district of residence of students, and the Charter School shall be exclusively responsible for the coordination and

provision of special education services to the Charter School students and for any and all other obligations of a school, school district, and/or LEA relative to services for students with special needs, including identification of such students. The Charter School's insurance obligations pursuant to this MOU, specifically including all requirements to provide insurance coverage for the SCCOE and SCCOE Personnel, below, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with Section 504 and/or the Americans with Disabilities Act and/or the IDEA, and the provision of services to students with special needs and access to the Charter School and its facilities pursuant to those laws. The Charter School's indemnification obligations pursuant to this MOU, set forth below, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, the Americans with Disabilities Act, and the provision of services to students with special needs and access to the Charter School and its facilities.

5. Data Reporting

a. Average Daily Attendance (ADA)

The Charter School shall develop an attendance-reporting calendar and maintain an attendance system to record and account for student attendance and average daily attendance (ADA), which meets the requirements of the law. ADA is the total number of actual apportionment student days of attendance divided by the number of school days to determine the amount of revenue that is generated. "Attendance" shall mean the attendance of the Charter School pupils while engaged in educational activities required of them by the Charter School, as defined in Section 11960 of Title 5 of the California Code of Regulations and other applicable law. The Charter School shall report its ADA summary figures to the SCCOE on a monthly basis, and the SCCOE will report the ADA data to the California Department of Education (CDE) as required to enable the Charter School to receive the funding specified in this MOU. Monthly reports are due from the Charter School two weeks after the school month ending date. The Charter School shall provide SCCOE with the district-of-residence for each enrolled student.

Reporting Requirements
Month 1 – ADA summary report
20 Day Attendance Report (only applicable to schools that are new or adding one or more grade levels)
Month 2 – ADA summary report
Month 3 – ADA summary report
Month 4 – ADA summary report
P-1 ADA Report
Month 5 – ADA summary report
Month 6 – ADA summary report
Month 7 – ADA summary report
Month 8 – ADA summary report
P-2 ADA Report
Month 9 – ADA summary report
Month 10 – ADA summary report
Month 11 – ADA summary report
P-Annual ADA Report

The Charter School shall make available for SCCOE review and audit all supporting attendance documents, including approved weekly site-based attendance sheets, and evidence of contact made with parents or guardians when students are absent from school, e.g., parent contact logs, absence notes, phone logs, etc., as requested.

b. Enrollment

The Charter School has obtained a CDS code number from the CDE and shall complete and submit enrollment and other necessary demographic information to the SCCOE, to the California Longitudinal Pupil Achievement Data System (CALPADS), and to the California Basic Education Data System (CBEDS) consistent with State timelines and requirements.

c. Reporting to Public Agencies.

The Charter School shall submit to the SCCOE a copy of all reports or other documents that the Charter School is required to submit to the State or other public agency in the State or federal government, including, but not limited to:

- 1) P-1 Attendance Report to be submitted to the State each January 15th and reflecting attendance through the last full school month ending prior to December 31;
- 2) P-2 Attendance Report to be submitted to the State each May 1st and reflecting attendance through the last full school month ending prior to April 15;
- 3) Annual P-3 Attendance Report to be submitted to the State each July 15th and reflecting the entire fiscal year's attendance (July 1 – June 30).

Such reports shall be submitted to the SCCOE concurrently with submittal to the State or other public agency.

d. Notification to SCCOE Regarding Governing Body Composition.

The Charter School shall annually (on or before July 1) send to the SCCOE a list of its directors and officers. The SCCOE shall be provided with notice of any change in the composition of these directors or officers within 10 business days.

e. School Calendar and Schedules.

The Charter School shall provide to SCCOE by July 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If the Charter School offers summer school, extended day, intersession, or any other activity that receives ADA or state funding, the Charter School shall provide calendars and bell schedules for such programs.

f. Performance Assessments.

The Charter School shall forward results, excepting individual student results, from all statewide assessments, to the SCCOE promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt, except that results of the English Learner Proficiency Assessments for California ("ELPAC") shall be submitted to the SCCOE no later than two (2) weeks after receipt of test results. Such results shall be submitted to SCCOE within three (3) business days of receipt by the Charter School should the Charter School have pending or submit to SCCOE a request for material revision or Charter renewal within less than thirty (30) days of Charter School's receipt of the assessment results.

g. Annual Report to the Santa Clara County Board of Education

The Charter School shall post the School Accountability Report Card (SARC) to its website annually by February 1st and submit an electronic copy of the SARC to the SCCOE's Charter Schools Department. The Charter School will also provide an Annual Report presentation to the SCCBOE inclusive of the template of topics identified by the SCCOE, which will be provided to the Charter School in writing no later than 30 days before the presentation date. SCCBOE-approved charter schools may provide input and suggestions on template topics as desired. SCCOE will provide the Charter School with the time and date of the Charter School's Annual Report presentation in writing no later than 30 days before the presentation date. As part of the Annual Report, Charter School shall annually report its academic and student data, including suspension and expulsion data, to SCCOE disaggregated by numerically significant student subgroups.

6. Local Control and Accountability Plan

The Charter School shall annually hold a public hearing and adopt an updated local control and accountability plan ("LCAP") using the State Board of Education adopted template in accordance with law and the statutory timelines, including Education Code Section 47606.5, inclusive of the requirement to hold at least one public hearing to solicit public input. Charter School shall submit the LCAP and annual update thereto to the SCCOE on or before July 1 each year. The Charter School shall prominently post on the homepage of its internet website any Charter School Board adopted LCAP and any updates or revisions to the LCAP approved by the Charter School Board.

7. Materials in Languages in Addition to English

In accordance with Education Code Section 48985, if 15 percent or more of the pupils enrolled in the Charter School speak a single primary language other than English (as determined by census data), all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the Charter School shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language.

8. Employee Retirement Systems

The Charter School has elected to allow qualified full-time employees to participate in the California State Teachers' Retirement System (STRS), the Charter School shall indicate if it chooses to use the SCCOE fee-for-service option to prepare service credit and remittance reports to be transmitted to SCCOE District Business Advisory Services (DBAS). DBAS will in turn process and transmit to STRS required information and remittances. If, however, the Charter School elects to develop the required reports for submittal to SCCOE DBAS, it shall indicate in writing this decision. Further, in a separate agreement, the Charter School may elect to have SCCOE DBAS journal voucher transfers of required remittances to STRS. SCCOE DBAS will provide appropriate back-up documentation to verify amounts remitted. The Charter School shall comply with the requirements of Education Code Section 47611. The Charter School has elected to have other employees participate in the federal social security system and, the Charter School shall be responsible for the monthly remittance directly to the plan.

9. Governance Structure, Board Agendas and Minutes

The SCCBOE shall be entitled to a single representative on the board of directors of the nonprofit public benefit corporation and the SCCBOE or its designee at its discretion, shall appoint the SCCBOE representative, but it will be within the SCCBOE or its designee's sole discretion whether or not to appoint such a representative at any time. Any SCCBOE representative shall serve solely at the SCCBOE or designee's discretion and shall have no limit on the number of consecutive or total terms they may serve. Further, any SCCBOE representative shall be a full, voting member of the corporate board of directors and the corporate Bylaws shall not include any restrictions or limitations on the authority of any SCCBOE representative except the Bylaws may specify that the SCCBOE representative may not serve as an officer of the corporation. Should the SCCBOE exercise its option to appoint a representative, the Charter School may choose to expand the number of directors by one in order to maintain an odd number of directors.

Notwithstanding any conflict in the corporate Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of the Charter School and its Board of Directors shall comply with all laws controlling charter schools and the Charter School, its Board of Directors, administrators, managers and employees, and any other committees of the school, shall comply with all applicable federal and state laws and nonprofit integrity standards regarding ethics and conflicts of interest, and all provisions of law generally applicable to public agencies as applied to charter schools, including, but not limited to Education Code Section 47604.1, the Public Records Act (Government Code Section 7920.000 *et seq.*), the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), the Brown Act (Government Code sections 54950 *et seq.*), and the requirements described at Government Code Section 1090 *et seq.*, as set forth in Education Code Section 47604.1, and any attendant regulations as they may be amended from time to time, and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit corporations. The Charter School shall update and maintain its Conflict of Interest Code, unless it has already done so, pursuant to California Code of Regulations, title 2, Section 18730, including the formal designation of reporters and reporting categories and the forms to be filed thereunder, and shall review, revise and maintain that code as current throughout the term of the Charter and shall provide a copy of that Conflict of Interest Code and the documentation of Board action adopting it (and any revisions thereto) to the SCCOE each time it is adopted or revised, unless it has already done so, in addition to its code reviewing body, and require all affected Charter School officers, employees, representatives, consultants, and governing board members to comply therewith.

By July 1, 2025, the Charter School Board shall adopt the rules and policies necessary to implement the provisions of Government Code Section 1126 at the Charter School, unless it has already done so.

The Charter School shall comply with the provisions of Education Code Section 52176(b) for the establishment and operation of an English Language Advisory Committee (ELAC). If RSSP and/or RSED meets the criteria set forth in Education Code Section 52176(a) for the establishment of a District English Language Advisory Committee (DELAC), it shall also establish a DELAC.

In the case of a conflict between the requirements of this MOU or the Charter and provisions of the Articles of Incorporation and/or Bylaws, material action taken in accordance with such Articles or Bylaws in any manner related to or affecting the operations, including the governance, of RSSP which conflicts with or is inconsistent with the requirements of the Charter or this MOU shall be deemed a violation of this MOU and the Charter. Should the provisions of the Charter or this MOU

conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of the Charter School, the provisions of the Charter and this MOU shall prevail in any and all matters related to the operation of RSSP.

The Board of Directors and the Charter School administration shall undergo training regarding conflict of interest, specifically including the applicable elements of the Political Reform Act and Government Code Section 1090 *et seq.*, and the Brown Act on an annual basis throughout the term of the Charter. The training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the applicable law, regulations, and rules, and shall not be conducted by a Board member or employee of the Charter School, other than an attorney employed by the Charter School. Any new Board member or new Executive Director shall undergo such training within 90 days of taking the position with the Charter School. Additionally, the Board of Directors shall undergo ethics training as required by law.

The Charter School shall provide written notice to the County Superintendent of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the Charter School's Board. Should the County Superintendent or designee indicate that the SCCOE considers the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Charter School may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should the Charter School adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to the SCCOE within three (3) business days of the adoption of such revision(s). At all times, the Charter School's Bylaws shall specify these requirements for amendments thereto. Any revisions to the Charter School's Bylaws required by this MOU shall not constitute a material revision to the Charter, but Charter School shall provide a copy of the proposed revised Bylaws at least two weeks prior to the scheduled Board of Director's action thereon in order to obtain confirmation from SCCOE that the revisions are consistent with the requirements of this MOU.

As applicable according to law, the Charter School's governing board, and all other "legislative bodies" of the Charter School, as that term is defined in the Brown Act, shall hold meetings in accordance with all requirements of law, including the Brown Act and Education Code Section 47604.1, and all applicable new legislation that may go into effect during the term of this MOU including, but not limited to, the agenda and minute posting requirements, including concurrent posting on the Charter School's website and the requirements regarding manner and location of posting on the website. A link to each agenda, and any non-exempt backup materials distributed to the Charter School's governing board, shall be provided to the SCCOE Charter Schools Department by either the date of distribution to all or a majority of the Charter School's governing board, or the date of agenda posting, whichever is earlier. Any non-privileged writings that are both related to agenda items and distributed to all or a majority of the Charter School's governing board *after* the initial posting of the agenda, shall be provided to the SCCOE Charter Schools Department on the date they are distributed to the Charter School's governing board. Charter School shall make all non-exempt supporting documents available upon request and writings related to agenda items shall be made available to the public pursuant to Government Code Section 54957.5. The Charter School shall comply with all requirements under Education Code Section 47606.5 regarding the adoption and revision of the local control and accountability plan, including the requirement under Education Code Section 47606.5(e) that the Charter Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public

regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan and that the agenda for the public hearing be posted at least 72 hours before the public hearing. All approved meeting minutes shall be promptly posted on the Charter School's website upon approval of the Charter School Board. The Charter School shall video and/or audio-record all meetings of its governing board and shall maintain such recordings as public records disclosable pursuant to the California Public Records Act. Such recordings shall be audible and comprehensible. The Charter School shall provide a copy or link of the recording to SCCOE within 72 hours of each meeting. The Charter School is encouraged to post each recording to its website and must so post if required pursuant to Education Code Section 47604.1.

10. Recruitment and Enrollment

The Charter School's recruitment and enrollment processes shall be as described in its approved Charter and shall be consistent with all requirements of this MOU and the law. The Charter School shall maintain on its website instructions for applying and information on the public random drawing and enrollment processes, including all pertinent dates and deadlines, and hardcopies of all such instructions and information shall be provided upon request. A copy of the application for admission and the list of documentation required for enrollment upon receipt of an offer of admission shall be available for review on the Charter School's website without the need to identify oneself or create any type of account or password. Any procedures used to verify student residency must comply with state and federal law, and must not discriminate against students or prospective students based on 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 Section 422.55 of the Penal Code, including immigration status, or any other characteristic protected by law, or association with persons with any of these characteristics.

11. Admission Applications

In order for students to apply for admission and/or be included in the public random drawing for admission to the Charter School (if a public random drawing is necessary), families must submit an application that requires only the student's name, grade, birthdate, and contact information for the family, including the address of the student's current school, if any, as well as voluntary disclosure of information directly and specifically limited to information necessary in order to determine if the pupil is entitled to an SCCBOE-approved enrollment preference. Any request on the application for information related to potential qualification for an admission preference must specify that provision of that information is voluntary and should only be completed if the applicant wants to take advantage of the applicable preference. The admission application submitted prior to any public random drawing and before a student is offered a space at the Charter School shall specifically be limited only to the above-listed general information and in no event shall any application/registration/enrollment materials that are required prior to the student being offered a place at the Charter School include any information concerning any protected characteristic of the student or their parent/guardian, including, but not limited to, mental or physical disability or current or prior eligibility for services pursuant to the IDEA or Section 504, or the Americans with Disabilities Act.

The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment. In accordance with this prohibition, Charter School shall not require the submission of records to support qualification for

an admission preference at the time of or as part of the admissions process and public random drawing, but Charter School may specify that verification of qualification for any preference under which a potential student is admitted will be a condition of enrollment.

The Charter School's admission application shall notify parents and guardians of applicants that parental involvement is not a requirement or consideration for acceptance to, or continued enrollment at, the Charter School.

12. Admission Policies and Procedures

Charter School has posted on its website the notice of rights developed by the CDE pursuant to Education Code Section 47605(e)(4) and shall at all times maintain it on the website in a location that can be readily located by parents and other interested parties.

In accordance with Education Code Section 48850 and the McKinney-Vento Homeless Assistance Act, Charter School shall immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(e). Charter School shall comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth. Charter School shall accept and provide full or partial credit for coursework satisfactorily completed by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a student participating in a newcomer program while attending another school in accordance with Education Code Section 51225.2.

The Charter School shall allow a student who is enrolled in the Charter School but receiving individual instruction at home or a hospital due to a temporary disability to return to the Charter School when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated, in accordance with Education Code Section 48207.3.

The Charter School shall announce the number of openings at each grade level prior to commencing the Open Enrollment Process each year. The Charter School may subsequently increase the number of openings at any grade level but may not decrease the number of openings unless prior written notice setting forth good cause for the decrease is provided to SCCOE.

The Charter School shall comply with all requirements of the Charter Schools Act regarding application, admission, and enrollment in California charter schools, including but not limited to Education Code Section 47605(e). The Charter School shall admit all students who wish to attend, regardless of place of residency within California, unless the number of pupils who wish to attend exceeds the Charter School's capacity, in which case admission shall be determined by a public random drawing including the implementation of the admissions preferences authorized by SCCBOE. In no event shall the Charter School's admission practices, including its public random drawing, exclude or deny admission to any student who resides within California except when capacity at the pertinent grade level is exceeded, in which case the student(s) shall be placed on the waitlist in the order drawn and offered admission in the order waitlisted immediately upon an opening becoming available, so long as a waitlist is maintained.

The admission preferences approved by the SCCBOE may not be amended or deviated from without prior approval by the SCCBOE in accordance with the procedures specified in Education Code Section 47605(e)(2)(B).

Students in a capped preference group shall be included in the public drawing and, if necessary, placed on the waitlist, both within that capped preference group and within the next highest noncapped lower-level preference group for which the student also qualifies so their opportunity for admission is not limited by the cap on a higher level preference group. In no event shall any waitlist carry over into future school years, instead all students, except existing students of the Charter School, shall be subject to the open enrollment application process for each new school year.

In no event shall a student who submitted their application after the close of the Open Enrollment Period and did not participate in the public random drawing be offered admission or placed on a waitlist above any student who participated in the public random drawing for admission, regardless of whether the applicant would or would not qualify for one of the admission preferences granted during the Open Enrollment Period and public random drawing. In the case of openings after the initial offers of admission at the time of the public random drawing, students shall be offered admission in strict accordance with their position on the wait list as established during the public random drawing and students shall not be moved up or down on the waitlist once placed thereon.

13. Free Schools

The Charter School shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Sections 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to the Charter School, nor shall any course credit or privileges related to Charter School educational activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services.

Any and all volunteer policies, documents, or other communications requesting or encouraging parents/guardians to volunteer or make donations, including any information distributed to parents/guardians regarding their “responsibilities and expectations” or otherwise regarding volunteering as part of the orientation or enrollment process, shall clearly specify that donations and volunteer hours, while encouraged, are purely optional, and are not required as a condition of admission, continued enrollment, or any other privilege offered by the Charter School, and that no student will be penalized in any manner based on whether or not their parent/guardian carried out any “responsibilities” or “expectations” that the Charter School might establish. The Charter School shall train the parent organization that is responsible for tracking any type of volunteer hours regarding the prohibitions against requiring volunteer hours or causing parents/guardians to believe that such hours are required. The Charter School shall also require any other Charter School-associated foundation or support organization, as a condition of the Charter School accepting donations from the Foundation, to undergo at least annual training on the prohibitions against unlawful student fees and shall mandate that the Foundation commit to ensuring that no fundraising, marketing, or other efforts undertaken by the Foundation for the benefit of the Charter School shall indicate or imply to potential or current students/parents/guardians that any type of donation of money, goods, or services, including in-kind or volunteer services, is required or expected in order to be admitted to or attend the Charter School.

Any complaints alleging unlawful pupil fees shall be processed by the Charter School in

accordance with Education Code Section 49013 and the Uniform Complaint Procedures.

14. Dispute Resolution

The portion of the Dispute Resolution element of the Charter entitled “Internal Disputes” is replaced in its entirety with the following:

Internal Disputes

The Charter School’s governing board will adopt policies and processes for airing and resolving disputes, other than those between the SCCOE and the Charter School, which are covered above. Policies applicable to parents, students and community members shall be found in the Parent-Student Handbook, which is made available to the community, and on the Charter School’s website. Employees shall also have access to dispute procedures applicable to employees through the Personnel Handbook which is distributed to and available to staff members.

The SCCOE will refer all disputes or complaints it receives not related to a possible violation of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and SCCOE or law or to the operation of the Charter School or the SCCOE’s oversight obligations to the Charter School’s Executive Director for resolution according to the Charter School’s internal dispute resolution processes. The SCCOE may choose to submit disputes that are related to possible violations of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and SCCOE or the law or to the operation of the Charter School or the SCCOE’s oversight obligations to the Charter School’s Executive Director for resolution according to the Charter School’s internal dispute resolution process. Should the SCCOE receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the SCCOE with regular updates regarding the Charter School’s investigation and resolution of the matter as well as upon request from SCCOE and upon resolution of the complaint or issue. In the event that the Charter School’s adopted policies and processes fail to resolve the dispute, the SCCOE agrees not to intervene in the dispute without the consent of the Charter School’s Board unless the matter relates to a possible violation of the Charter or the MOU (including any addenda thereto) or other agreement between the Charter School and SCCOE or law or to the operation of the Charter School or the SCCOE’s oversight obligations.

15. Compliance with Title IX and Uniform Complaint Procedures

The Charter School shall implement a comprehensive plan to comply with all Title IX requirements, including in student discipline cases involving allegations of discrimination on the basis of sex. Unless it has already done so, the Charter School shall also update its student/parent handbook by no later than 30 days from the Effective Date of this MOU to provide appropriate information about Title IX, including how to file a Title IX complaint, and shall provide a copy of the updated handbook to SCCOE. The Charter School shall maintain on its website and disseminate at least annually its Title IX policies (including any required evidence of training) and Uniform Complaint Procedures (“UCP”) and fully implement and comply with all such policies and procedures, including all required or appropriate training in order properly to implement such policies.

16. Budget and Finance

The Charter School is required to fully comply with California Education Code section 47604.33. This includes preparing and submitting annually all required reports on or before the respective due date, along with any appropriate supporting documentation (i.e., Assumptions, FCMAT LCFF Calculator, and any other information SCCOE as the chartering authority might request for review purposes). The adopted budget, interim reports, and unaudited actuals reports shall be certified and submitted using the Standardized Account Code Structure (SACS) or Alternative Form format and must be approved by the Charter School's governing board.

In addition to the statutorily required reports listed above, SCCOE as the chartering authority requires additional information to be submitted, by LEA, as part of its ongoing fiscal monitoring.

- Monthly by the 20th day of each month –Complete bank statements with details of checks and deposits (can be a printout of the ledger) and bank reconciliation report, if funds are not held by the Santa Clara County Treasurer.
- Monthly by the 20th day of each month – Financial system-generated balance sheet and income statement.
- At Budget and Interim Reporting Periods – Cash-flow projections covering 24 months, including budget year and subsequent one year.

For a list of fiscal reports required to be submitted by SCCOE-authorized Charter Schools, please refer to **Exhibit 1**. As the Charter School's authorizing and oversight agency, SCCOE is entitled to and may request any additional documentation from the Charter School that SCCOE deems necessary for or helpful to conduct a thorough review and analysis of the financial reports (e.g. a general ledger detail, trial balance, evidence of enrollment, copies of contracts, etc.). Nothing in this MOU, including Exhibit 1, or any addenda hereto, shall serve as a limitation on SCCOE's authority to require additional information or documentation from the Charter School, including, but not limited to, pursuant to SCCOE's authority pursuant to Education Code Section 47604.3.

a. Year-End Closure Policies and Procedures

By July 1, 2025, unless it has already done so, the Charter School shall submit to SCCOE its Board-adopted Fiscal Policies and Procedures, which include detailed, written year-end closing policies and procedures over the Charter School's financial records, which shall be revised as necessary to be satisfactory to the County Superintendent or designee. The Charter School's year-end closing policies and procedures shall include all the following:

- Designation by title/job duties of all personnel involved in the process.
- A year-end closing checklist to be followed for closing out financial records by August 30 following the end of each fiscal year, which checklist shall follow Generally Accepted Accounting Principles for booking all necessary accruals and/or estimates of accruals.
- Specification that the Charter School's accounting records shall be closed out and no further adjustments made to those records no later than September 15 after the end of the fiscal year.
- Specification that no adjustments to the financial records may be made by the Charter School following submission of the Unaudited Actuals to SCCOE for review and submission to the CDE, and at the time of submission to SCCOE all necessary adjustments for the fiscal year must be reflected in the Charter School's financial

records. From the time of that submission to SCCOE to the submission of the Charter School's audit report to external parties, the only adjustments to the financial records that are permitted are those proposed by the external audit engagement team after completion of the audit team's fieldwork.

b. Cash Flow and Reserve.

Charter School shall, at all times, maintain a reserve of four percent or greater of the total expenditures in each respective fiscal year. Cash flow balances must be reconciled during interim and year-end reporting, at a minimum. If cash demands cannot be met at any given time during the fiscal year, an updated cash flow projection by month must be submitted, along with a Charter School board-approved resolution and minutes that reflect the details of any financial support established to address the cash flow shortfall.

c. Banking Arrangements.

The Charter School will reconcile the ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare a balance sheet. The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed five hundred dollars (\$500), may be established with an appropriate ledger to be reconciled quarterly. Property Inventory.

d. Property Inventory

The Charter School's Executive Director or designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment according to a policy established by the Charter School's governing board that shall comport with all relevant statutory requirements.

e. Payroll.

The Charter School or its business services provider will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Charter School's Executive Director or designee and the Charter School's business service manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

17. Charter School Certification of Information

Within the window period set by the CDE, the Charter School shall complete the annual Charter School Certification of Information via the web-based application CDE makes available to charter school administrators.

18. Employee Qualifications

a. Teacher Credential Requirements

Charter School agrees and acknowledges that its teachers shall be subject to Education Code 47605 and Section 47605.4 with respect to the holding of a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment; provided, however, that teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment.

Teachers of record at the Charter School shall have obtained a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code Sections 44339, 44340, and 44341.

The Charter School shall ensure timely compliance with these requirements, and as part of the annual credential review process, the Charter School shall provide to the SCCOE a copy of the certificate of clearance for each teacher who will work at the Charter School.

b. Business Services

The Charter School shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of the Charter School. Such services may be provided either by an employee of the Charter School or by a consultant/consultant group hired by the Charter School. Any such employee or consultant/consultant group shall have a minimum of three years of experience serving a California public school (charter or non-charter) or equivalent educational institution experience in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) or equivalent educational institution experience in a consultant capacity. This provision does not require that each Charter School employee or consultant whose duties include business and finance issues must meet these qualification requirements, but if the Charter School's internal employees do not have the requisite experience, a back-office service provider or similar consultant must be used in combination with the Charter School's internal experts.

19. Audit

The annual independent audit of the Charter School required by Education Code Section 47605, subdivision (c)(5)(I) and (m) shall be performed. Any findings, recommendations, or deficiencies shall be reported to the SCCOE and resolved pursuant to the terms of the Charter, and the Charter School agrees to resolve outstanding issues from the audit prior to completion of the auditor's final report. The Charter School shall immediately forward a copy of the audit to the SCCOE upon receipt of the final audit findings in accordance with state timelines.

The Charter School shall comply with the Nonprofit Integrity Act of 2004 (2004 Cal. Laws Chapter 909 (SB 1262).) If the Charter School has a Finance Committee and an Audit Committee; the chairperson of the audit committee cannot be a member of the finance committee.

The auditor will verify the accuracy of the Charter School's financial statements, attendance and enrollment, accounting practices, revenue-related data collection and reporting practices and will review the Charter School's internal controls. The audit will include a review of ADA as reported by the Charter School. Moreover, the audits will address whether the Charter School's money is

being managed responsibly and that its financial statements conform to generally accepted accounting principles.

In the case that the Charter School either does not pay for or have an independent audit completed within one month of the applicable timelines, the SCCOE, may, at its option, pay for an audit to be completed and invoice the Charter School for the expense, which shall be immediately due and payable, or subtract such payment from any funds due to the Charter School.

Further, the SCCBOE shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the SCCOE if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than five percent (5%) total; in all other cases, the Charter School shall bear the cost of the audit.

20. Insurance.

No coverage shall be provided to the Charter School by the SCCOE, including self-insured programs or commercial insurance policies. In the event the Charter School adds locations (which may only be done through an approved material revision to its Charter), each Charter School location shall meet the below insurance requirements individually. It shall continue to be the Charter School's responsibility, not the SCCOE's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

The Charter School shall purchase and maintain in full force and effect at all times during the term of this MOU and/or its Charter insurance in amounts and types and subject to the terms approved by the SCCOE's risk manager and as specified below. The Charter School's obligations to acquire and maintain insurance as provided in this section of the MOU shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations until the Charter School has fully complied with the Closure Protocol set forth in its Charter and/or this MOU and any additional closure procedures required by law, regulation, or required by the CDE.

Without limiting this MOU or the Charter and/or the defense, indemnity, and hold-harmless obligations of the Charter School, throughout the life of the Charter, the Charter School shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage shall be procured in the amount of \$15,000,000 per occurrence.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability

coverage of \$15,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

- B. General Liability Insurance Endorsement Negligence providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of \$15,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$ 1,000,000 per occurrence and \$1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an “all risk” basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School. If any SCCOE property is leased, rented, or borrowed, it shall also be insured by the Charter School in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$5,000,000 per person and per occurrence.

WORKER’S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for educators’ legal liability and error and omissions in an amount not less than \$5,000,000 per “claim” with an aggregate policy limit of \$15,000,000.

FIDELITY BOND coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence.

All of the insurance and/or coverage required by the foregoing provisions of this MOU shall: (a) be endorsed to name the SCCOE, the SCCBOE, the County Superintendent, Board members, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the “SCCOE and the SCCOE Personnel”) as additional insureds; (b) shall be primary insurance, and any insurance

and/or self-insurance or coverage maintained by the SCCOE and/or by the SCCOE Personnel shall be in excess of the Charter School's insurance and/or coverage required by the foregoing provisions of this MOU and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the SCCOE by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the SCCOE by the insurer, the Charter School shall also provide the SCCOE with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU, and any permitted change to any policy of insurance or memorandum of coverage shall be evidenced in accordance with the Verification of Coverage requirements below. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the SCCOE's option.

The acceptance by the SCCOE of the insurance and/or coverage required by the foregoing provisions of this MOU shall in no way limit the liability or responsibility of the Charter School or of any insurer or joint powers authority to the SCCOE.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that all rights of subrogation against the SCCOE and/or the SCCOE Personnel are waived.

VERIFICATION OF COVERAGE

The Charter School shall provide to the SCCOE complete copies of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this MOU, including all declarations, forms, and endorsements, which shall be received and approved by the SCCOE risk manager within thirty (30) days of the approval of this MOU and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the SCCOE for such documents. The complete copies and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of complete copies and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School to defend, indemnify, and hold harmless the SCCOE and the SCCOE Personnel.

DEDUCTIBLES AND LIMITS OF LIABILITY

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this MOU shall not reduce or limit the obligation(s) of the Charter School to defend, indemnify, and hold harmless the SCCOE and the SCCOE Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this MOU shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this MOU must be declared to and approved by the SCCOE.

The Parties anticipate that the required levels and types of insurance coverage required to meet the SCCOE's risk management standards may change over time. Charter School agrees to maintain such insurance as may be required by the SCCOE, the terms of which may be updated annually by the SCCOE, or more frequently with Charter School's agreement, and the Parties shall enter into an amendment or addendum to this MOU to revise the terms of the required coverage should the SCCOE determine such an amendment or addendum is preferred.

Any waiver or modification of these insurance requirements can only be made with the prior written approval of the County Superintendent or their designee. The minimum insurance requirements as specified herein do not represent a determination by SCCOE that the coverage is adequate or sufficient to protect Charter School from risk related to its operations, and Charter School must determine whether and what additional coverage may be appropriate for its operations.

The coverage and limits required hereunder and/or SCCOE's acceptance of the insurance and/or coverage required by the foregoing provisions of this MOU shall not in any way limit the liability or responsibility of the Charter School or any insurer or joint powers authority to SCCOE.

The Charter School shall notify the SCCOE's Charter Schools Department and risk manager of any litigation or legal action taken or written claims made by any party against the Charter School or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 15 days of the Charter School's receiving notice. The Charter School shall promptly respond to all reasonable inquiries from the SCCOE regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU. The Parties recognize that some records relating to claims and litigation may be confidential and thus not disclosable to the SCCOE, though the confidentiality of particular records does not limit the Charter School's obligation to report to the SCCOE the existence of the litigation, legal action, or claim.

The Charter School shall promptly respond to all inquiries from the SCCOE regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU.

21. Indemnification

To the fullest extent permitted by law, the Charter School agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to SCCOE, and hold harmless the SCCOE, SCCBOE, the County Superintendent and each of their members, officers, Board appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (“Indemnitees”) from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney’s fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of the Charter School, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School arising from or in any way relating to the performance of and/or to the failure to perform in whole or in part any obligation under this MOU and/or in any way related to the operation or operations of the Charter School or of any other facility, program, or activity.

The obligations of the Charter School to defend the SCCOE and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this provision shall be construed to obligate the Charter School to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee’s sole negligence or from an Indemnitee’s willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

The Charter School further specifies that its indemnification, defense, and hold harmless obligations pursuant to this MOU extend to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget.

In the event that Charter School exhibits a deficit at any financial reporting period, the Charter School’s governing board shall pass a “Resolution of Funding of Rocketship Sí Se Puede Charter” stating that RSED will provide all necessary funds for Charter School to maintain compliance with the law, its Charter, and this MOU. A new resolution must be approved by the Board of Directors each time Charter School reports a deficit in order to evidence that the Board is aware of Charter School’s current fiscal situation. A copy of the approved, signed resolution and approved minutes evidencing such approval shall be provided to SCCOE.

The Charter School’s obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter School’s Charter or any other act or event that would end the Charter School’s right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations.

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse the Charter School's obligations to obtain and maintain the insurance required by this MOU and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this MOU.

22. School Name

The Charter School shall be known as **Rocketship Sí Se Puede**. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the SCCOE.

23. Discouraging Enrollment or Dismissal from Charter School; Student Suspension and Expulsion

The Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), which includes but is not necessarily limited to pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, or any of the characteristics identified in Education Code Section 220 or any other characteristic protected by law, or association with persons with any of these characteristics.

The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or to transfer to another school for any reason, including, but not limited to, academic performance of the pupil, in order to avoid or reduce disciplinary consequences including suspension or expulsion, or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), or any of the characteristics identified in Education Code Section 220 or any other characteristic protected by law, or based on association with persons with any of these characteristics. This paragraph shall not apply to actions taken by the Charter School pursuant to the procedures described in the Charter School's procedures for suspension and expulsion as described and approved in the Charter and this MOU.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as

defined in Welfare and Institutions Code Section 224.1, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in Education Code Section 47605(c)(5)(J)(ii) for expulsions before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker, initiates the procedures specified in Education Code Section 47605(c)(5)(J)(ii) for expulsions, the pupil shall remain enrolled and shall not be removed until the Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions pursuant to Education Code Section 47605(c)(5)(J)(i) and (ii) and the requirements of the Charter and this MOU.

Notwithstanding the legally required information in the preceding paragraph, compliance with the procedures for involuntary removal and expulsion set forth in the Charter and this MOU shall be the only processes for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School for any reason, including but not limited to, disciplinary, attendance, and academic causes except as otherwise mandated by Education Code Section 47605, as it may be amended from time to time.

Should a pupil who has been recommended for expulsion by the Charter School administrator responsible for such recommendation pursuant to the expulsion procedures withdraw from enrollment at the Charter School prior to the completion of the expulsion process, the Charter School shall continue with and complete the expulsion process and make a final determination regarding expulsion regardless of the effort to withdraw the student from the Charter School.

Notwithstanding any language to the contrary in the Charter, revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq.* applicable to non-charter schools shall constitute a material revision to the Charter unless determined by the SCCOE not to be a material revision.

Students expelled from any school for any of the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

Should any student leave the Charter School per 47605(d)(3) the Charter School will notify the district superintendent of the pupil's last known address within 30 days. The Charter School will also notify SCCOE at the same time.

a. Homework During Suspension

The Charter School shall, upon the request of a parent or pupil, provide homework that would otherwise have been assigned to a pupil who has been suspended for two or more schooldays. If a homework assignment that is requested and turned into a teacher either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class

24. Transportation

Transportation to and from school is the sole responsibility of the families who choose to attend the Charter School, except as voluntarily offered by the Charter School or as required by law, including, but not necessarily limited to, the IDEA and the McKinney-Vento Homeless Education Assistance Act.

If the Charter School provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils.

The plan shall address all the following: (a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); (b) procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; (c) boarding and exiting a school bus at a school or other trip destination; (d) procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus; (e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

25. Closure Procedures

In addition to the procedures specified in the Charter, the Charter School shall comply with all the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the following requirements. The closure procedures set forth in the Charter and in this section of this MOU shall be collectively referred to as the "Closure Protocol." The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this MOU, the procedures set forth in this MOU shall prevail.

- A. Charter School shall identify an entity and person(s) responsible for closure-related activities and each notice required below shall include information on the responsible person and entity and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure.
- B. The Charter School Board shall provide written notification to the SCCOE of the determination of the Closure Action and of the effective date of the closure, and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure as a charter school within 72 hours of the Closure Action.
- C. Charter School shall provide written notification to the home districts of the list of returning students within 72 hours of the determination of the Closure Action.
- D. Charter School shall provide written notification of the Closure Action and the effective date of closure of Charter School to the CDE, the Charter School's SELPA, and the retirement systems in which Charter School's employees participate by registered mail within 72 hours of the Closure Action.

- E. On closure, Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.
- F. Notice to the parents and students will be provided within 72 hours of the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.
- G. Charter School will provide parents, students, and the receiving school districts with copies of all appropriate student records. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. Section 1232g. As permitted by each student’s district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. Charter School will ask the SCCOE to store original records of Charter School students for which the district of residence/district of attendance is not known or will not accept the records. If the SCCOE will not or cannot do so, Charter School shall ask the SCCOE to designate a suitable alternative location for storage. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.
- H. The Charter School shall provide SCCOE with a list of students enrolled in the Charter School within 10 days of the effective date of the Closure Action. The Charter School shall provide SCCOE the date each student’s cumulative file is transferred to a new school or home district and the name of the school/district to which each file was transferred within 10 days of transferring the file.
- I. As soon as is reasonably practical, but no later than 90 days after the latter of the Closure Action or the effective date of the closure, Charter School shall prepare final financial records. The Charter School’s independent audit completed by an independent auditor who meets the qualifications to perform Charter School’s annual audits, as soon as is reasonably practical, but in no case later than six months after closure, and provide the audit report to the SCCOE promptly upon completion. The auditor and audit shall comply with all the requirements for Charter School’s annual audit as set forth in the Charter. Any costs for the audit incurred by the SCCOE shall remain a liability of Charter School until repaid in full. The final audit will delineate the disposition of all assets and liabilities. Any liability or debt incurred by Charter School shall be the responsibility of Charter School and not the SCCOE. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source.
- J. For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter School Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.

- K. In addition to the final audit, Charter School shall also submit any required year-end financial reports to the CDE and the SCCOE in the form and timeframe required.
- L. If RSED does not operate any charter school other than RSSP, and RSED chooses to dissolve upon closure of the Charter School, the corporation will be dissolved according to its Bylaws.

Notwithstanding any rule, regulation, Charter provision, corporate Bylaw or document to the contrary, on closure of RSSP, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending RSSP – which have been determined to have been generated exclusively through state and federal apportionment funds for RSSP students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district. Any assets acquired from the SCCOE or SCCOE property will be promptly returned to the SCCOE upon RSSP's closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of RSSP will be liquidated, and all creditors will be paid first.

Upon the winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds will be distributed to the SCCOE or another California public school, school district, or county office of education. Any remaining assets of the corporation shall be distributed to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

This Closure Protocol and the Closure Protocol set forth in the Charter shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the SCCOE agree that, due to the nature of the property and activities that are the subject of the Charter, the SCCOE and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The SCCOE, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the SCCOE. Such relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

26. Business and Operations Management

RSSP shall at all times operate as a distinct and separate LEA and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to RSSP and/or the RSED corporation or any other related entity including, but not limited to, any existing charter schools or additional or new charter schools that may be approved after the effective date of this MOU. RSSP shall either (1) maintain its own separate and distinct bank account(s), and RSSP's funds shall not be commingled in a joint bank account with the funds of any other school(s) or operations and shall be kept physically separate from the funds of any other school(s) or operations or (2) maintain its own separate and distinct financial records and account code(s) (i.e. Site Code) and submit a general ledger report to SCCOE by the 20th of each month.

At all times, the Charter School shall submit financial reports for RSSP as a distinct LEA and have audits performed on the financial statements of the Charter School. By July 1, 2025, unless the Charter School has already done so, the Charter School shall develop and submit to the SCCOE, Fiscal Policies and Procedures governing its operations, which Fiscal Policies and Procedures may be revised as necessary. A copy of the Charter School's Fiscal Policies and Procedures shall be submitted to the SCCOE annually on or before July 1 for the following fiscal year and any time that the Charter School desires to revise its Fiscal Policies and Procedures. In areas where overlap in purchasing or resource allocation might occur between RSSP and any other school(s) or entities that might be operated by or associated with RSED or any other related entity, the Charter School's Fiscal Policies and Procedures shall be revised as necessary to describe how allocations will occur between distinct LEAs and entities and the Charter School shall provide the Fiscal Policies and Procedures covering such issues involving related entities to the SCCOE. In no event shall the Charter School develop or revise its Fiscal Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of its Charter and/or this MOU or other agreement between the Charter School and the SCCOE. The Fiscal Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs.

The Financial Policies and Procedures shall include a means of ensuring that all funds generated by and attributable to RSSP authorized pursuant to the Charter will be maintained and expended for the educational benefit of the students at RSSP.

Should RSED or any other related entity operate or obtain approval of or otherwise open another charter school or any other entity in addition to RSSP, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, the Charter School shall provide to the SCCOE a calculation of all costs projected to be shared between RSSP and any other RSED-related entity-operated school(s)/entity(ies) that deviate from the Financial Policies and Procedures described above, including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, the Charter School shall immediately provide the SCCOE with an updated calculation, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in RSSP's financial records and reviewed as part of Charter School's annual fiscal audit.

27. Term and Renewal

The parties mutually agree that the Charter Schools Act does not permit “evergreen” terms or the “stacking” of terms. The Charter School may submit its request for renewal on or after July 1 of the final year of its term.

The availability of current statewide student performance data and the data to be provided by the CDE pursuant to Education Code Section 47607(d)(1) will provide information regarding the Charter School’s compliance with Education Code Section 47607’s standards for approval of renewal. The SCCOE encourages the Charter School to submit its request for renewal only after receiving documentation of its statewide testing results from its last year of operation pursuant to the current renewal term.

Any renewal or material revision request shall include all of the following materials:

1. At least 1 hard copy (in a notebook or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents that includes references to all appendices/exhibits/attachments.
2. A redline comparing the renewal/revision Charter to the current Charter included in each notebook.
3. An electronic (Word) version of both the clean and redline versions of the renewal/revision Charter.
4. An electronic (Excel) version of the Budget including the LCFF calculator. Charter School will provide all other fiscal data necessary to understand budget calculations upon request.
5. The petition shall be updated to include a reasonably comprehensive description of how the Charter School is complying/will comply with any new legal requirements since the Charter was most recently granted or renewed and as necessary to reflect the Charter School's current program (including as updated/modified to comply with the requirements of this MOU and any addenda hereto).
6. An electronic (Word) version of the currently approved and operating version of the Charter.
7. An executive summary (including page references) of the changes requested or made from the currently approved Charter (including as updated or clarified pursuant to this MOU and any addenda hereto), and specific explanations of any requested material revision(s) to the Charter.
8. Renewal petitions must contain the California Dashboard data and state-wide testing data from the immediately preceding two years of the Charter's operations, including the data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c) and 47607.2 or the alternative verifiable data provided for in Education Code 47607(c)(6) for that period and any and

all other data, plans, or information necessary to support renewal pursuant to Education Code 47607 and 47607.2.

9. A signed certification of completeness.
10. A completed SCCOE petition review matrix.
11. An electronic (PDF) version of the entire petition package for publishing purposes.

The renewal process shall be governed by the provisions of Education Code Sections 47605, 47607 and 47607.2, or the provisions of law that may supersede, modify, amend, or succeed those provisions.

The Charter School is encouraged to consult with the SCCOE Charter Schools Department, and SCCOE is encouraged to timely and cooperatively reply, regarding submittal of a draft of any renewal request prior to the formal submittal of any renewal request in order to provide additional time for SCCOE review and comment, and for the Parties to work cooperatively on any outstanding issues relative to the Charter School's operations or the Charter document, as well as to coordinate with SCCOE the timing of submission of the renewal request. Any review of or comment on the proposed renewal Charter prior to the formal submittal will be at the SCCOE's sole discretion.

The SCCBOE delegates to the Superintendent or designee and the Charter School Board delegates to the Executive Director or designee authority to waive or extend the timelines in this MOU and its addenda, the Charter, law, or applicable regulation, including but not limited to, for consideration or action on material revision and/or renewal of the Charter.

28. Debts and Obligations

The Charter School shall be solely responsible for all costs and expenses related to the Charter and its operation, including, but not limited to, costs of insurance, reserves, staff, and operations.

The Charter School shall have no authority to enter contracts for or on behalf of the SCCOE. Any contracts, purchase orders, or other documents to which SCCOE is not a party and/or which are not approved or ratified by the SCCBOE or County Superintendent shall be unenforceable against the SCCOE and shall be the Charter School's sole responsibility.

To the extent practicable, the Charter School shall include a term in any agreements/contracts it enters into with any vendors and other entities and individuals outside of SCCOE that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of any chartering authority and are not enforceable against any chartering authority, which include but may not be limited to SCCOE.

29. Independent Entity

The Charter School and its officers, board members, employees, and volunteers, shall operate and provide the school services pursuant to this MOU and its addenda and the Charter as a wholly independent entity. The Charter School and the SCCOE shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise. The SCCOE shall not be liable for the acts, errors, omissions, debts, obligations, or liabilities of Charter School.

30. Affirmations; Policies; Notifications; Legal Compliance.

The Charter School shall comply with all laws governing California charter schools, the terms of its Charter, and the terms of this MOU, including any addenda hereto. The Charter School's obligations include, but are not limited to, each of the following:

- The Charter School shall not discriminate against a pupil or any person on the basis of 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 Section 422.55 of the Penal Code, including immigration status, or any other characteristic protected by law, or association with an individual who has any of the aforementioned characteristics. Each nondiscrimination statement and affirmation in the Charter shall be interpreted and applied to include and prohibit discrimination on the basis of any and all of the characteristics included in this paragraph or otherwise protected by law.
- The Charter School shall provide notice of the requirements of Education Code Section 47605(e)(4) in the form developed by the CDE, which notice shall be posted on Charter School's internet website within two business days of the Effective Date of this MOU, unless it has already done so, and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times:
 - (i) When a parent, guardian, or pupil inquires about enrollment.
 - (ii) Before conducting an enrollment lottery.
 - (iii) Before disenrollment of a pupil.
- Charter School shall adopt the policy and fulfill the other requirements of Education Code Section 234.7 concerning pupil protections relating to immigration and citizenship status or religious beliefs, unless it has already done so. The Charter School shall post on its website(s) in a prominent location readily accessible to parents and guardians, all the policies and information as specified in Education Code Section 234.6 within two business days of the Effective Date of this MOU, unless it has already done so.
- Charter School shall notify students and parents/guardians at least twice during each school year of how to initiate access to available student mental health services on campus or in the community in the manner required by Education Code Section 49428.
- In accordance with Education Code Section 49062.5, upon receipt of government-issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, Charter School shall update and reissue a former student's records to include the student's updated legal name or gender.
- Charter School shall provide notice concerning the human papillomavirus (HPV) immunization in accordance with Education Code Section 48980.4 and Health and Safety Code Section 120336.
- Charter School shall comply with the requirements of Education Code Sections 48986 and 49390 *et seq.*, concerning threats of homicide at school and safe storage of firearms.

- Charter School shall comply with the Safety and Supportive Schools Act (Ed. Code § 218 *et seq.*) and the Support Academic Futures and Educators for Today's Youth Act or SAFETY Act (AB 1955, 2024).
- Charter School shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications, and within 90 days of the Effective Date, if it has not already done so, shall adopt rules and regulations in the form of a written publications code that must include reasonable provisions for the time, place, and manner of conducting such activities, in compliance with Education Code Section 48907 and provide a copy of that publications code to SCCOE.
- Charter School shall comply with the requirements of Education Code Section 243 regarding the use of textbooks, instructional materials, supplemental instructional materials, or other curriculum for classroom instruction or books or resources in a school library.
- Charter School shall comply with the requirements related to student all-gender restrooms as applicable to the Charter School pursuant to Education Code Sections 17585 and 35292.5.
- Charter School shall stock and provide free menstrual products in accordance with Education Code Section 35292.6.
- If Charter School participates in interscholastic athletic programs and/or the California Interscholastic Federation (CIF), it shall comply with Education Code Sections 33353, 35179.4, and 35179.6.
- Charter School shall provide for student recess in accordance with Education Code Section 49056.
- Charter School shall provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414.
- If Charter School chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, it shall comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist.
- Charter School shall make the materials prepared by the CDE about type 1 diabetes available to parents/guardians when the pupil is first enrolled in elementary school and as part of Charter School's annual notifications.
- Charter School shall comply with the requirements of the Seizure Safe Schools Act. (Ed. Code, § 49468 *et seq.*)
- If it has not already done so, by July 1, 2025, Charter School shall implement policies relating to preventing contact with blood-borne pathogens and meets state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the

workplace. Whenever exposed to blood or other body fluids through injury or accident, students and staff shall be required to follow the latest medical protocol for disinfecting procedures.

- Pursuant to Code of Civil Procedure Section 527.8 and Labor Code Sections 6401.7 and 6401.9, Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan and record information in a violent incident log for every workplace violence incident. These requirements include, but are not limited to, effective and timely training of employees on the workplace violence prevention plan that includes additional training when a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. Charter School shall keep identification, evaluation, correction, and training records as required by law.
- Pursuant to Education Code section 49501.5, Charter School will provide two nutritionally adequate school meals free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal.
- Charter School shall develop, maintain, and deliver suicide prevention policies in accordance with all requirements of Education Code Section 215. On or before January 1, 2025, the Charter School's Board shall review and update its policy on pupil suicide prevention to incorporate best practices identified by CDE in the CDE's model suicide prevention policy, and shall review, at minimum every fifth year, Charter School's policy on suicide prevention and, if necessary, update that policy. If Charter School issues pupil identification cards to students in any of grades 7 to 12, inclusive, it shall have printed on the identification cards the telephone number for the National Suicide Prevention Lifeline, the National Domestic Violence Hotline, and other suicide-prevention and emergency-response telephone numbers, as appropriate.
- Charter School will allow a pupil who is a migratory child to continue attending their school of origin regardless of any change of residence of the pupil. Charter School will inform a pupil who is a migratory child and that pupil's parent or guardian of the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services.
- In accordance with Education Code Section 46148, Charter School's middle school start time shall begin no earlier than 8:00 a.m.
- Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood-borne pathogens, and shall maintain a calendar for and conduct emergency response drills for students and staff.

31. Updated Documents and Policies

On or before July 1, 2025, the Charter School shall revise its student/parent handbook, employee handbook(s), and any other policies and procedures to ensure consistency with the terms of the Charter, this MOU and any addenda hereto, and the law, including the notices required by the Charter, this MOU, and/or the law. The student/parent handbook shall also be posted on the Charter School's website.

32. Compliance with Laws Applicable to Public Agencies

The Charter School agrees to comply at all times with laws that generally apply to charter schools and to comply with applicable federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Brown Act (Cal. Gov. Code, § 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code, § 6250 *et seq.*);
- State conflict of interest laws: the Political Reform Act (Gov. Code, § 87100 *et seq.*; Gov. Code, § 1090 *et seq.*; Gov. Code § 1126);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);
- The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. § 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) Cal. Gov. Code, § 12900 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- Title IX of the Education Amendments of 1972 (Patsy Takemoto Mink Equal Opportunity in Education Act);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g *et seq.*); and
- The Elementary and Secondary Education Act (“ESEA”) as reauthorized and amended by the Every Student Succeeds Act (“ESSA”)

IX. CONSTRUCTION AND SEVERABILITY

A. Amendments

This agreement may be amended or modified, in whole or in part, only by a negotiated, signed, written agreement executed by duly authorized representatives of SCCOE and the Charter School.

B. Interpretation; Severability

The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction that might otherwise apply. The section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this MOU. If

any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute, and/or ordinance, such provision shall be revised by mutual agreement of the Parties or severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

C. Notifications

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the Superintendent at:

County Superintendent of Schools
Santa Clara County Office of Education
1290 Ridder Park Drive
San Jose, California 95131

To the Charter School at:

Executive Director
Rocketship Education
350 Twin Dolphin Drive, Suite 109
Redwood City, California 94065

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below:

By:  Signed by: Charles Hinman Date: 2/18/2025 | 3:03 PM PST
286C9108BD11428...
Charles Hinman, Ed.D.
Interim County Superintendent of Schools
Santa Clara County

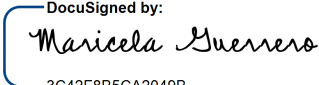
By:  DocuSigned by: Maricela Guerrero Date: 2/13/2025
3C42F8B5CA2049B...
Maricela Guerrero, Executive Director
On Behalf of Rocketship Si Se Puede and Rocketship Education d/b/a Rocketship Public Schools

EXHIBIT 1



CHARTER SCHOOLS DEPARTEMENT FISCAL COMPLIANCE TIMELINE		
Due Date	Report Requirement	Description
By the 20th day of the month for the prior month	Monthly Financial Reports	Submit monthly reports to Charter Financial Administrator
	Submit to Charter Fiscal Admin using below link: Monthly Financial Report Submission Form	<ol style="list-style-type: none"> Complete bank and investment statements with details of checks and deposits (can be a printout of the ledger), if funds are not held by the Santa Clara County Treasurer Reconciliation reports, General ledger, Profit & Loss statement, and Balance Sheet If cash demands for next 12 months cannot be met, submit a Monthly Cash Flow Projection for the upcoming 12 months along with Board approved resolution and minutes
By the 15th day of the month for the prior month	Monthly Attendance Reports	Submit monthly attendance reports to SCCOE Internal Business
July 1	Adopted Annual Budget LCFF calculator	Submit to SCCOE Charter Financial Administrator Required documents below:
	Submit to Charter Fiscal Admin using below link: Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> Excel file of Adopted Budget Alternative Form LCFF calculator New issuance/ amendments of bonds, contracts, debt agreements, etc. PDF of the certification with a wet signature Charter Board numbered resolution and/or Board minutes of approval(s) by July 1 (if necessary -- i.e. no Board meeting in June -- no later than the first board meeting after July 1)
	Updated/New Lease and/or Facility Use Agreement (FAU): Certificate of Occupancy, if required	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> Executed Updated/New Lease and/or Facility Use Agreement for current fiscal year.
	Fiscal Contact(s) & Business Operations Manager(s) (BOMs)	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> Updated list of Fiscal Contact(s) & Business Operations Manager(s) (BOMs)
	Form 990	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> Submit most recent Form 990
	Accounting/Financial Policies & Procedures	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> In addition to the required document, provide Charter Board numbered resolution and/or Board minutes of approval(s) After initial submission, provide documents if amended - along with the board approval of changes
July 6	Annual Attendance PY	Submit to SCCOE Internal Business
		<ol style="list-style-type: none"> Due to Angela Uyeda, Accountant- Internal Business Services - at contact below
July 15	PENSEC Report	Submit to SCCOE Charter Financial Administrator
		<ol style="list-style-type: none"> Submit PENSEC Report electronically to the CDE Mail or hand deliver original PENSEC Data Certification with wet signature(s)
August 1	Proof of Insurance (Copy of the complete policy including COI)	Submit to SCCOE Charter Financial Administrator
	Beginning of the Fiscal Year Mandated Reports Form	<ol style="list-style-type: none"> Certificate of General Liability which includes, or has a rider for, sexual abuse and child molestation Additional insured Endorsement naming SCCOE
August 20	Revised Budget (45 Day revise, if applicable)	Submit Revised Budget to Charter Financial Administrator
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Excel file of Revised Budget Alternative Form PDF of the certification with a wet signature
September 15	Prior Year (PY) Unaudited Actuals	Submit PY Unaudited Actuals Financial Report to Charter Financial Administrator
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Excel file of Unaudited Actuals SACS Alternative Form PDF of the certification with a wet signature Board Approved Minutes no later than the first Board Meeting after September 15
Submission Window October -December	CALPADS and CBEDS Data Reporting Fall 1	Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information.
October 15	20 Day Attendance Report (Only if PENSEC Report is submitted)	Submit to Charter Financial Administrator via mail or hand delivery
		<ol style="list-style-type: none"> A copy of 20 Day Attendance report with original, wet signature
December 15	First Interim Report LCFF calculator	Submit to Charter School Administrator Contains actuals as of October 31
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Excel file of First Interim Alternative Form LCFF calculator New issuance/ amendments of bonds, contracts, debt agreements, etc. (After the July 1 submission) PDF of the certification with a wet signature Charter Board numbered resolution and/or Board minutes of approval(s) by December 15 (if necessary -- i.e. no Board meeting in December -- no later than the first board meeting after December 15)
	PY Annual Audit Report	Submit to Charter Financial Administrator, CDE, State Controller's Office
	Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Soft copy with Management Letter
Submission Window January - March	Annual Financial Oversight: FCMAT Charter School Fiscal Health Risk Analysis (FHRA) Tool	FCMAT Charter School FHRA Tool: https://www.fcmat.org/PublicationsReports/Charter-School-FHRA.xlsx
Based on the Charter School Annual Oversight Visit Schedule	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Two weeks prior to the scheduled Annual Financial Oversight Visit submit in Excel format a completed FHRA tool.
January 6	P - I	Submit P-I Attendance Report to SCCOE Internal Business
Submission Window January -March	CALPADS and CBEDS Data Reporting Fall 2	Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information
March 15	Second Interim Report LCFF calculator	Submit to Charter School Administrator Contains actuals as of January 31
	Submit to Charter Fiscal Admin using below link: Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Excel file of Second Interim Alternative Form LCFF calculator All bonds, contracts and other encumbrances (if not already reported) PDF of the certification with a wet signature Charter Board numbered resolution and/or Board minutes of approval(s) by March 15 (if necessary -- i.e. no Board meeting in March-- no later than the first board meeting after March 15)
March 29	Auditor Selection for Current FY	Submit to Charter School Administrator
	Other Fiscal Mandated Reports Form	<ol style="list-style-type: none"> Complete SCCOE Auditor Selection Form
April 15	P - II	Submit to SCCOE Internal Business
April- July	CALPADS and CBEDS Data Reporting EOY 1, EOY 2, EOY 3	Census Date: TBD. Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information
SUBMIT ATTENDANCE REPORTS TO SCCOE INTERNAL BUSINESS:		SUBMIT FINANCIAL REPORTS TO SCCOE CHARTER SCHOOLS DEPARTMENT FINANCIAL ADMINISTRATOR:
Reports can be faxed to: (408) 453-6720 Angela Uyeda - Accountant Internal Business Services - SCCOE 1290 Ridder Park Drive MC 245 San Jose, CA 95131 AUyeda@sccoe.org 408-453-6997		Shailu Sharma Financial Administrator Charter Schools Department 1290 Ridder Park Drive, MC 234 San Jose, CA 95131 SSharma@sccoe.org 408-453-3609
		Cynthia Tapia Financial Administrator Charter Schools Department 1290 Ridder Park Drive, MC 234 San Jose, CA 95131 CTapia@sccoe.org 408-453-3604

Please note that document submission deadline to Charter Schools Department may differ from actual submission date by SCCOE to other agencies. The Charter School Department will inform in advance accordingly.
Rev. 05.10.2024



CHARTER SCHOOLS DEPARTMENT/FISCAL COMPLIANCE TIMELINE			
Due Date	Report Requirement	Description	
By the 20th day of the month for the prior month	Monthly Financial Reports	Submit monthly reports to Charter Finance Administrator	
	Submit to Charter Finance Admin using below link: Monthly Financial Report Submission Form	1	Complete bank and investment statements with details of checks and deposits (can be a printout of the ledger), if available, not to be filed by the Santa Clara County Treasurer
		2	Reconciliation reports, General ledger, Profit & Loss statement and Balance Sheet
		3	Cash demands for next 12 months cannot be met, submit a Monthly Cash Flow Projection for the upcoming 12 months along with Board approved resolution and minutes
By the 15th day of the month for the prior month	Monthly Attendance Reports	Submit monthly attendance reports to SCOE Internal Business	
July 1	Adopted Annual Budget LCFF calculator	Submit to SCOE Charter Finance Administrator Required documents below:	
	Submit to Charter Finance Admin using below link: Beginning of the Fiscal Year Mandated Reports Form	1	Exec File of Adopted Budget Alternative Form
		2	LCFF calculator
		3	New issuance/amendments of bonds, contracts, debt agreements, etc.
		4	PDF of the certification with a wet signature
		5	Charter Board numbered resolution and/or Board minutes of approval by July 1 (if necessary -- i.e. no Board meeting in June -- no later than the first Board meeting after July 1)
	Updated/New Lease and/or Facility Use Agreement (FUI); Certificate of Occupancy, if required	Submit to SCOE Charter Finance Administrator	
	Beginning of the Fiscal Year Mandated Reports Form	1	Executed Updated/New Lease and/or Facility Use Agreement for current fiscal year.
	Fiscal Contact(s) & Business Operations Manager(s) (BOMs)	Submit to SCOE Charter Finance Administrator	
	Beginning of the Fiscal Year Mandated Reports Form	1	Updated list of Fiscal Contact(s) & Business Operations Manager(s) [BOMs]
July 6	Form 990	Submit to SCOE Charter Finance Administrator	
	Beginning of the Fiscal Year Mandated Reports Form	1	Submit most recent Form 990
	Accounting/Finance Policies & Procedures	Submit to SCOE Charter Finance Administrator	
July 15	Beginning of the Fiscal Year Mandated Reports Form	1	In addition to the required document, provide Charter Board numbered resolution and/or Board minutes of approval
		2	After initial submission, provide documents if amended - along with the board approval of changes
July 6	Annual Attendance PY	Submit to SCOE Internal Business	
July 15	PENEC Report	Submit to SCOE Charter Finance Administrator	
		1	Submit PENEC Report electronically to the CDE
August 1	Proof of Insurance (Copy of the complete policy including COI)	Submit to SCOE Charter Finance Administrator	
	Beginning of the Fiscal Year Mandated Reports Form	1	Certificate of General Liability which includes, or has a rider for, sexual abuse and child molestation
August 20	Revised Budget (45 Day review, if applicable)	Submit Revised Budget to Charter Finance Administrator	
	Submit to Charter Finance Admin using below link: Other Fiscal Mandated Reports Form	1	Exec File of Revised Budget Alternative Form
September 15	Prior Year (PY) Unaudited Actuals	Submit PY Unaudited Actuals Financial Report to Charter Finance Administrator	
	Submit to Charter Finance Admin using below link: Other Fiscal Mandated Reports Form	1	Exec File of Unaudited Actuals Alternative Form
October 15	30 Day attendance report (Only if PENEC report is submitted)	Submit to Charter Finance Administrator via mail or hand delivery	
		2	PDF of the certification with a wet signature
October 15	CALPADS and CBEOS Data Reporting Fall 1	Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information.	
December 15	First Interim Report LCFF calculator	Submit to Charter School Administrator Combine actuals as of October 31	
	Submit to Charter Finance Admin using below link: Other Fiscal Mandated Reports Form	1	Exec File of First Interim Alternative Form
December 15		2	LCFF calculator
		3	New issuance/amendments of bonds, contracts, debt agreements, etc. [After the July 1 submission]
December 15		4	PDF of the certification with a wet signature
		5	Charter Board numbered resolution and/or Board minutes of approval by December 15 (if necessary -- i.e. no Board meeting in December -- no later than the first Board meeting after December 15)
December 15	PY Annual Audit Report	Submit to Charter Finance Administrator, CDE, State Controller's Office	
	Other Fiscal Mandated Reports Form	1	Soft copy with Management letter
Submission Window January - March	Annual Financial Oversight: FCMAT Charter School Fiscal Health Review & FHR & Tool	FCMAT Charter School FHR Tool: https://www.fcmat.org/Publications/Reports/Charter-School-FHR-Axix	
Based on the Charter School Annual Oversight Visit Schedule	Submit to Charter Finance Admin using below link: Other Fiscal Mandated Reports Form	1	Two weeks prior to the scheduled Annual Financial Oversight Visit submit in Excel format a completed FHR tool.
January 4	P-1	Submit P-1 attendance report to SCOE Internal Business	
Submission Window January - March	CALPADS and CBEOS Data Reporting Fall 2	Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information	
March 15	Second Interim Report LCFF calculator	Submit to Charter School Administrator Combine actuals as of January 31	
March 15	Submit to Charter Finance Admin using below link: Other Fiscal Mandated Reports Form	1	Exec File of Second Interim Alternative Form
		2	LCFF calculator
March 15		3	All bonds, contracts and other encumbrances (if not already reported)
		4	PDF of the certification with a wet signature
March 29		5	Charter Board numbered resolution and/or Board minutes of approval by March 15 (if necessary -- i.e. no Board meeting in March -- no later than the first Board meeting after March 15)
	Auditor Selection for Current PY	Submit to Charter School Administrator	
April 15	Other Fiscal Mandated Reports Form	1	Complete SCOE Auditor Selection Form
	P-11	Submit to SCOE Internal Business	
April-July	CALPADS and CBEOS Data Reporting BOY 1, BOY 2, EOY 3	Census Data: TBD. Refer to the CDE at http://www.cde.ca.gov/calpads for full requirements, timelines and information	
SUBMIT ATTENDANCE REPORTS TO SCOE INTERNAL BUSINESS:		SUBMIT FINANCIAL REPORTS TO SCOE CHARTER SCHOOLS DEPARTMENT FINANCIAL ADMINISTRATOR:	
Reports can be filed to: (408) 453-4730 Angela Uyeda - SCOE Internal Business Services - SCOE 1290 Rindler Park Drive MC 243 San Jose, CA 95131 A Uyeda@scoe.org 408-453-6997		Shaila Sharma Financial Administrator Charter Schools Department 1290 Rindler Park Drive, MC 231 San Jose, CA 95131 SSharma@scoe.org 408-453-3670	
		Cynthia Tapin Financial Administrator Charter Schools Department 1290 Rindler Park Drive, MC 234 San Jose, CA 95131 CTapin@scoe.org 408-453-3661	

Please note: the documents submission deadline to Charter Schools Department may differ from actual submission deadline by SCOE to other agencies. The Charter Schools Department will inform in advance accordingly.
Rev. 10/2024

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

Addendum to Oversight, Financial, and Operational Memorandum of Understanding By and Between the Santa Clara County Office of Education and Rocketship Education with Regard to Rocketship Sí Se Puede

I. GUIDING PRINCIPLES OF THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING:

- *Rocketship Sí Se Puede Academy (“RSSP”) a California public charter school, is operated and governed by Rocketship Education d/b/a Rocketship Public Schools (“RSED”), a California nonprofit public benefit 501(c)(3) corporation. RSSP and RSED are referred to herein collectively and interchangeably as “Charter School” and/or “Rocketship” and shall have joint and several liability for compliance with all terms of this Addendum to the Memorandum of Understanding (“Addendum”), and the obligations imposed herein are equally applicable to the school and the corporation, with RSED’s obligations and responsibilities as articulated herein limited solely to its role and work as the operator of RSSP. No aspect of RSED’s work not related to or affecting RSSP’s operations, including with other charter schools in its portfolio, shall be covered by and/or subject to this Addendum; however, nothing related to RSSP’s or RSED’s other operations or obligations shall serve to limit or excuse RSSP and RSED’s compliance with each and every term of this Addendum.*
- *On November 6, 2024, the Santa Clara County Board of Education (“SCCBOE”) adopted Resolution No. 2451-4 approving with conditions the renewal of RSSP’s Charter (“Charter”). Those conditions included that the Charter School enter into an updated oversight, financial, and operational memorandum of understanding with the Santa Clara County Office of Education, in the form and including the terms satisfactory to the County Superintendent or designee, in their sole discretion, that governs the oversight of the Charter School, and clarifies and provides greater specificity regarding the Charter School’s operations pursuant to the renewal Charter, and that addresses all of Santa Clara County Office of Education Staff’s concerns with the renewal Charter, including but not limited to those specified in the Staff Report, Analysis & Findings for that renewal, and as necessary to update and/or replace the terms of the memorandum of understanding entered into by the Charter School and SCCOE effective July 1, 2017 (“2017 MOU”) to be consistent with current law and SCCOE best practices, and any additional conditions as noted by the SCCBOE. The Santa Clara County Office of Education is referred to herein individually as well as collectively with the SCCBOE as “SCCOE.”*

- *The Charter School executed the oversight, financial, and operational Memorandum of Understanding (“MOU”) with the SCCOE on February 13, 2025. That MOU, in conjunction with this Addendum, are for the purpose of complying with these conditions of approval of the Charter.*
- *Resolution No. 2451-4 incorporated the Staff Analysis and Proposed Findings of Fact dated November 6, 2024, concerning the request for renewal of the Charter.*
- *SCCOE and the Charter School are collectively referred to herein as the “Parties.”*
- *Consistent with SCCBOE Board Policy 0420.4, an addendum to the MOU is to be added to address all the conditions, directions, additions, or corrections that were not contained in the Charter and/or the MOU.*

II. INCORPORATION OF GUIDING PRINCIPLES

The Guiding Principles set forth above are incorporated herein and made a part of this Addendum to the MOU.

III. PARTIES

This Addendum constitutes an agreement between the Santa Clara County Office of Education and Rocketship Education d/b/a Rocketship Public Schools regarding Rocketship Sí Se Puede Academy, a California public charter school.

IV. INCORPORATION INTO MOU AND CHARTER

This Addendum is an addition to and is incorporated into the MOU by this reference as though fully set forth therein and the general provisions of the MOU shall apply and govern this Addendum unless specifically changed by the terms of this Addendum. This Addendum shall be effective and commence on the date upon which it is fully executed by the duly authorized representatives of the Parties (“Effective Date”). The MOU, this Addendum, and any addenda to the MOU, shall be coextensive with and remain in full force and effect throughout the term of the Charter School’s Charter and during the pendency of any appeal of a denial of a renewal request or a revocation of the Charter. Further, the term of the MOU, this Addendum, and any addenda to the MOU, shall continue in full force and effect beyond the current and renewal Charter terms during any period when the County Board is the RSSP’s chartering authority (whether approved directly or if the County Board is designated by the State Board of Education to serve as the chartering authority) including during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree in writing that a replacement MOU shall supersede and replace the MOU, including any addenda thereto, and that replacement MOU becomes effective; (b) the Parties agree in writing that the MOU, including any addenda thereto, are terminated; or (c) Rocketship ceases operating and relinquishes/loses its Charter for any reason and complies with all Closure Procedures (as set forth in the Charter, the MOU, this Addendum, and any addenda to the MOU, and/or the law) and any ongoing requirements of the Charter and/or the MOU, this Addendum, and any addenda to the MOU. Upon termination of the MOU, this Addendum, and any addenda thereto, any provisions of the MOU

and/or this Addendum that specify that they shall survive the termination of the Charter, MOU and its addenda, and/or closure of the Charter School, shall remain in full force and effect in accordance with their terms.

The MOU including this Addendum and any addenda to the MOU and the attachments/appendices/exhibits to the Charter are incorporated into the Charter and made a part thereof for all purposes as if set forth in full in the Charter. A material violation of the MOU, including this Addendum and any addenda to the MOU, shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the terms of the MOU and this Addendum, the terms of this Addendum shall prevail and supersede the conflicting terms of the MOU and shall be deemed revisions to the MOU. In the event of a conflict between the Charter and the MOU, including its addenda, the MOU and its addenda shall prevail and shall be interpreted and deemed to be updates and clarifications to the Charter. In the event of a conflict between the law and the terms of this Addendum, the law shall prevail, and any such conflicting terms shall be revised or severed from the Addendum and nullified by mutual agreement of the Parties. Where the Charter is silent on an issue, the MOU and its addenda serve to fill in any gaps. Where the language of the Charter is ambiguous, the MOU, including its addenda, governs interpretation of that language, where applicable.

V. DEFINITIONS AND INTERPRETATION OF TERMS

Throughout this Addendum, the MOU, the Charter, and any attachments, exhibits, and/or appendices or supporting documents to each of those documents, any and all references to the Rocketship Si Se Puede Academy Charter School and/or RSSP and/or Rocketship Education d/b/a Rocketship Public Schools and/or Rocketship Education and/or Rocketship Public Schools and/or Rocketship and/or the Charter School and/or the School, by any name or designation, shall apply with full force and effect to the school itself and the nonprofit corporation Rocketship Education d/b/a Rocketship Public Schools.

For all purposes related to the MOU, including this Addendum and any addenda to the MOU, or the Charter or the operations of the Charter School, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of the MOU, this Addendum and any addenda to the MOU, and the Charter and any attachments, exhibits and/or appendices or supporting documents thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein except as otherwise specifically provided in the MOU and this Addendum and any addenda to the MOU. As noted above, no aspect of RSED's work not related to or affecting RSSP's operations shall be covered by and/or subject to the MOU, including this Addendum, however, nothing related to RSED's other operations or obligations shall serve to limit or excuse RSSP and RSED's compliance with each and every term of the MOU including this Addendum.

All definitions and terms as used in the MOU shall apply with full force and effect to this Addendum, without the need to repeat any such definitions or terms unless this Addendum explicitly changes or modifies the meaning or application of a term.

VI. Governance

The SCCBOE shall be entitled to a single representative on the RSED Board of Directors and the SCCBOE or its designee, at its discretion, shall appoint the SCCBOE representative, but it will be within the SCCBOE or its designee's sole discretion whether or not to appoint such a representative at any time. Whether and how to select such a representative and the identity of such a representative shall be in the SCCBOE or designee's sole discretion, and in no event shall the Charter School or its Board of Directors (including any nominations committee thereof) have any role in or authority over such selection, appointment, and/or removal of such a representative. On or before July 1, 2025, the RSED Bylaws shall be revised to exempt any representative of the SCCBOE from any rules, requirements, or procedures for selection, appointment, or removal from the RSED Board and affirm that all such determinations are within the SCCBOE or designee's sole discretion, including exemption from the Nominations Committee process and approval of the RSED Board by vote of the Board or any other appointment or removal procedures described in the Bylaws. RSED shall provide the proposed revised language to SCCOE at least two weeks prior to the RSED Board's consideration and action thereon to ensure that the revised provision complies with the requirements of this Addendum and shall provide a copy of the adopted revised Bylaws within one week of approval by the RSED Board.

In no event shall the Charter School's Board of Directors delegate the authority to close RSSP, as any such closure decision must be made by the Board of Directors at an open public meeting held in accordance with the Brown Act.

VII. Employee Qualifications

The positions of principal and assistant principal shall require a valid California teaching or pupil personnel services credential and an administrative credential shall be preferred for such positions.

Fully and appropriately credentialed teachers and staff will provide all instruction and teaching services that count toward all instructional minutes at RSSP throughout all hours of the school day.

VIII. Health and Safety Policies and Procedures

On or before July 1, 2025, and throughout the term of this Addendum, the Charter School's Board Policies, including its health and safety procedures, specifically including, but not limited to, nondiscrimination and complaint procedures (including Title IX and the Uniform Complaint Procedures) shall be readily locatable and searchable from the RSSP and RSED websites, to the County Superintendent or designee's satisfaction.

IX. Pupil Balance

The Charter School's plan for achieving the pupil balance provided for in the Charter School's Act as set forth in the Charter, including its outreach and recruiting strategies, specifically its efforts related to the "community," shall include a focus on the RSSP community, specifically the population residing within the Alum Rock Union School District. At least annually, following the completion of its open enrollment period and any required public random drawing, the Charter School shall audit, assess, and review the results of its outreach and recruitment plan in order to determine the effectiveness of its efforts to achieve the pupil balance provided for in the Charter

Schools Act and modify its plan, including recruitment and outreach efforts, to improve the effectiveness of its plan as necessary.

X. Admissions Policies and Procedures

The Charter provides first preference for “siblings of students currently admitted to or attending the Charter School.”

Upon application to the Charter School, families are asked to check whether the applicant has a sibling who attends the Charter School and provide the name of that sibling. Prior to conducting the lottery, the Charter School runs a verification process to confirm that the applicant’s sibling is a Charter School student. After the sibling has been confirmed, the applicant is assigned the sibling preference prior to the public random drawing. Should an applicant sibling not get admitted during the lottery process, that applicant is put on the wait list in the order drawn.

As the lottery occurs in the middle of a school year, the Charter School endeavors to accommodate the unusual but possible circumstance in which a student is “currently admitted” to the Charter School through ongoing wait list turnover but may not have yet begun attending the Charter School. In such case, that student’s sibling would be assigned the sibling preference in the same manner as a student who is actively attending the Charter School. The preference for siblings of currently admitted students has no application in cases in which two or more siblings apply during the same open enrollment and lottery period.

XI. Student Suspension/Expulsion Procedures

The Charter School’s suspension and expulsion procedures are set forth in the Student/Parent Handbook attached to the Charter as Appendix 26 and as updated in Exhibit A hereto. The Charter School’s Student/Parent Handbook shall be revised to comport with the updates in Exhibit A. The causes and procedures for suspension and expulsion set forth in Charter Appendix 26 as updated by Exhibit A to this Addendum may not be substantively revised, except to comport with requirements of law or to track revisions to the causes and procedures applicable to non-charter California public schools, without a determination from the County Superintendent or designee whether the proposed revision(s) is a material revision to the Renewal Petition.

XII. Employee Return Rights

No employee of the County Superintendent of Schools shall be required to work at the Charter School. Employees of the County Superintendent of Schools who choose to leave the employment of the County Superintendent of Schools to work at the Charter School will have no automatic rights of return to the employment of the County Superintendent of Schools after employment by the Charter School unless specifically granted by of the County Superintendent of Schools through a leave of absence or other agreement. Charter School employees who leave the employment of the County Superintendent of Schools to work at the Charter School shall have only the return rights that the County Superintendent of Schools specifies, and any other rights upon return to the employment of the County Superintendent of Schools that the County Superintendent of Schools determines to be reasonable and not in conflict with any law and grants to the employee.

Sick and vacation leave, and/or years of service credit, from the County Superintendent of Schools shall not be transferred to the Charter School.

Employment by the Charter School provides no rights of employment at any other entity.

Charter School staff shall not continue to earn service credit in a position of employment by the County Superintendent of Schools while employed at the Charter School. Further, in the case of closure of RSSP, employees at RSSP shall have no rights of employment/transfer to any other RSED school or entity, the County Office of Education, any school district, or any other employer.

XIII. Closure Review Policy

The Charter specifies that the Charter School shall submit a Closure Review Policy to the SCCOE on or before October 1, 2017. That due date is hereby updated to be July 1, 2025.

XIV. Free Schools

The Charter specifies that a component of teacher evaluations is based on “family engagement,” including the percentage of parents completing “partnership hours.” The Charter School shall train all staff, specifically including teachers, on free schools requirements and the prohibitions against mandating volunteer hours or in any way implying to parents that such volunteer hours are required. Further, the Charter School shall review and modify its teacher evaluation standards and procedures as necessary to ensure that this component of the teacher evaluation process does not result in actual or likely violations of the free schools requirements, including eliminating percentage of parents completing the “partnership hours” from the evaluation standards if necessary. In no event shall Charter School staff, including individual teachers, communicate to parents that individual evaluations are dependent upon the percentage of parents in the class who complete “partnership hours.”

XV. Significant Changes to Enrollment/ADA

The Charter School shall closely monitor RSSP’s average daily attendance (“ADA”) and enrollment and report to SCCOE any “significant changes” (either reduction or expansion) as defined herein. In cases where a significant change is identified, the Charter School shall submit a corresponding plan to respond to such change to maintain a fiscally viable program consistent with the terms of the Charter, the MOU, this Addendum, and any other agreements with SCCOE.

A “significant change” in ADA and/or enrollment will be determined by using variance calculation in each of the following **Comparison Financial Reporting Periods**:

- Prior Year Second Interim to Adopted Budget
- Adopted Budget/Revised Budget to Census Day
- Adopted Budget/Revised Budget to First Interim
- First Interim to Second Interim.

The variance percentage calculations that will measure a “significant change” in ADA or enrollment are as follows:

1. ADA Variance (%)

- a. Calculation:
$$= \frac{[(\text{Actual ADA} - \text{ADA in Prior Financial Reporting Period}) / (\text{ADA in Prior Financial Reporting Period})] \times 100}$$

Definition:

- Actual ADA: The actual average daily attendance recorded during the current financial reporting period
- ADA in Prior Financial Reporting Period: The average daily attendance recorded during the prior financial reporting period (e.g., Census Day, First Interim, etc.).

2. Enrollment Variance (%)

- a. Calculation:
$$= \frac{[(\text{Actual Enrollment} - \text{Enrollment in Prior Financial Reporting Period}) / (\text{Enrollment in Prior Financial Reporting Period})] \times 100}$$

Definition:

- Actual Enrollment: The number of enrolled students during the current financial reporting period.
- Enrollment in Prior Financial Reporting Period: The number of enrolled students during the prior financial reporting period (e.g., Census Day, First Interim, etc.).

Significant Change Thresholds:

If the above calculations of RSSP’s ADA and/or Enrollment fall within the following percentage levels, it shall constitute a “significant change” for purposes of the requirements of this Section of this Addendum:

- a) 5% if RSSP’s actual ADA at time of calculation is between 0 and 300;
- b) 8% if RSSP’s actual ADA at time of calculation is between 301 and 1,000;
- c) 10% if RSSP’s actual ADA at time of calculation is more than 1,001.

Response Plan Requirements:

The Charter School’s Response Plan to address such changes to maintain a fiscally viable program consistent with the terms of the Charter, the MOU, and the addenda thereto, including this Addendum, shall include updated financial projections reflecting current ADA and enrollment trends with narrative describing the impact on the Charter School’s program (e.g., reduction of

personnel, reduction of support services), a recruitment plan to restore enrollment levels, and/or a description of strategies to improve student attendance.

Reporting Requirement:

- The Charter School shall submit to SCCOE the calculation of change in ADA and enrollment per the formulas above within 10 days of each Comparison Financial Period, regardless of whether the calculation demonstrates a “significant change.”
- The Charter School shall provide its plan to SCCOE in response to any significant change within 30 days of submitting any Comparison Financial Reporting Period calculation demonstrating a “significant change.”

IN WITNESS WHEREOF, the parties to this Addendum have duly executed it on the day and year set forth below:

By:  Signed by: 286C9108BD11428... Date: 2/18/2025 | 3:03 PM PST
 Charles Hinman, Ed.D.
 Interim County Superintendent of Schools
 Santa Clara County

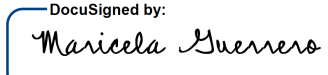
By:  DocuSigned by: 3C42F8B5CA2049B... Date: 2/13/2025
 Maricela Guerrero, Executive Director
 On Behalf of Rocketship Sí Se Puede and Rocketship Education d/b/a Rocketship Public Schools

EXHIBIT A

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 is provided an in-school opportunity 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)/47605.6(b)(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, ("Administrative Panel") The Administrative Panel, if appointed, will consist of at least five certificated Rocketship staff members, each from different Rocketship school sites. Should any of the persons appointed to the Administrative Panel work at the school in which the student is enrolled, they shall be recused from the proceedings.

In accordance with Ed Code 47605(c)(5)(J)(ii)/47605.6(b)(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.

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.

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.

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.

Expulsion Decision

In the event that an Administrative Panel conducts the hearing, 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. Any decision to expel by the Academic Affairs Committee shall be in the form of written findings of fact.

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 Academic Affairs Committee to expel, shall send written notice of the decision to expel, including the Academic Affairs Committee'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 Executive Committee of the Board. The request to appeal must be made in writing and shall be submitted to the Executive Committee within five business days of being made aware of the decision to expel the student. The appeal shall be heard by the Executive Committee within 15 days of receipt of the appeal.

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 not to 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.

ROCKETSHIP

PUBLIC SCHOOLS

Executive Summary
Rocketship Education
CA Board Committee
February 27, 2025

Agenda Item: 3(D) Subject: Approve the Rocketship California Workplace Violence Prevention Plan	x	OPEN/ACTION
		INFORMATION
		CONSENT

Recommendation(s):

School and regional leadership recommend that the Rocketship Education CA Board Committee ("RSED-CA Committee") recommend approval of the Rocketship California Workplace Violence Prevention Plan to the Rocketship Education Board of Directors ("RSED-Board").

Background:

Rocketship prioritizes providing its employees with a safe and healthy work environment. To that end, Rocketship California will take appropriate actions to prevent acts of workplace violence, threats, intimidation, and harassment from occurring on campus and during the performance of employees' job duties, consistent with this Workplace Violence Prevention Plan. This Workplace Violence Prevention Plan was developed in accordance with California Labor Code § 6401.9 and outlines policies and procedures to prevent, respond to, and mitigate workplace violence.

Summary of Previous Board Action by Board:

None

Fiscal Impact:

None

Submitted by:

Jade Taylor

Senior Director, Talent Development and Interim Human Resources Business Partner

Rocketship Public Schools – California Workplace Violence Prevention Plan

This document outlines the Workplace Violence Prevention Plan (“Plan”) for Rocketship Public Schools – California (“Rocketship”) as required by Labor Code § 6401.9. Rocketship prioritizes providing its employees with a safe and healthy work environment. To that end, Rocketship will take appropriate actions to prevent acts of workplace violence, threats, intimidation, and harassment from occurring on campus and during the performance of employees’ job duties, consistent with this Plan.

I. DEFINITIONS

For purposes of this Plan, the following definitions apply:

“**Emergency**” means unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

“**Engineering controls**” mean an aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the worker and the hazard.

“**Log**” means the violent incident log (Post Emergency Reflection Log), required in Part III of this Plan.

“**Plan**” means this Workplace Violence Prevention Plan.

“**Threat of violence**” means any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

“**Workplace Violence**” includes but is not limited to the following: (i) the threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma or stress, regardless of whether the employee sustains an injury; (ii) an incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury; (iii) the following four workplace violence types:

- **Type 1:** violence committed by a person with no legitimate business at the worksite;
- **Type 2:** violence directed at employees by students, parents, contractors, volunteers, or visitors;
- **Type 3:** violence against an employee by a present or former employee, supervisor, or manager;
- **Type 4:** violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace Violence does not include lawful acts of self-defense or defense of others.

“**Work practice controls**” means procedures and rules which are used to effectively reduce workplace violence hazards.

II. WORKPLACE VIOLENCE PLAN PROCEDURES

a. Responsible Parties

The Director of Human Resources is responsible for implementing this plan.

b. Employee Involvement in Plan Creation and Updates

Every year, the Director of Human Resources will circulate the Plan to employees to request suggestions on improving this Plan. Employees are encouraged to provide input on ways they believe this Plan can be improved, streamlined, or better enforced. Employees are encouraged to provide input on adequacy of training received, any perceived workplace violence hazards not adequately addressed by the Plan, and any perceived barriers to reporting and investigating instances of workplace violence incidents that they believe may stand in the way of optimal execution of this Plan.

These suggestions and input may be submitted confidentially to Human Resources. Employees will not be retaliated against for providing input or suggestions regarding the Plan. Rocketship commits to reviewing each employees' suggestion and making any changes to this Plan that are found to be necessary and appropriate.

c. Coordinated Implementation

If there are workers who regularly perform job duties at Rocketship's campus or other workplace but are not employed by Rocketship, the Director of Human Resources will verify that each such worker's employer has a workplace violence prevention plan in place and that all such employees of that employer who regularly work at any Rocketship location are receiving adequate training and that those other employers have procedures in place for the reporting, investigation, and recording of workplace violence incidents.

d. Reporting of Workplace Violence

Employees must report any incident of workplace violence that they witness. Rocketship will not retaliate against any employee for reporting an incident of workplace violence in good faith.

Reports of workplace violence that has already occurred can be made by submitting the Post Emergency Reflection Log. The Local Operations Team, including the Principal, Business Operations Manager, and/or Direct Supervisor will review every Workplace Violence Report at their earliest reasonable convenience and will take the steps outlined in this Plan in response. The Post Emergency Reflection Log form will be made available to all employees on the company website.

If an incident of workplace violence is occurring or imminent, any employee witness should ensure that the Local Operations Team, including the Principal, Business Operation Manager, and/or Direct Supervisor is informed as soon as possible by contacting them using whatever alternative means of communication would be fastest. The Local Operations Team will notify the Human Resources Business Partner promptly to ensure an appropriate response. The Director of Human Resources and Human Resources Business Partner will partner to respond to the ongoing or imminent workplace violence as set forth in section II.G., below.

e. Employee Compliance

All employees are responsible for using safe work practices and for following all directives, policies, and procedures for maintaining a safe, healthy, and secure work environment. This Plan seeks to ensure that employees, including administrators, comply with work practices designed to make the workplace more secure, and to ensure that employees do not engage in threats or physical actions which create a security hazard for others in the workplace.

All employees will be trained to understand this Plan when hired and periodically afterward. Employees will be evaluated to ensure compliance with this Plan. Employees who participate in the implementation of this Plan and carry out its provisions in practice will be recognized for their efforts to help ensure a safe and violence-free workplace.

Repeated or willful failure to report incidents of workplace violence, failure to attend and participate in workplace violence training, and to otherwise comply with the requirements of this Plan will result in additional training and may result in disciplinary action.

f. Communication to Employees Regarding Workplace Violence

As part of the annual workplace violence training session required by this Plan, the Director of Human Resources will ensure that each employee understands how to report a violence incident, a threat, or any other incidence of workplace violence and knows that they can do so without fear of reprisal by Rocketship or retaliation from the individual against whom the report is made.

These points will be communicated to new employees when hired and periodically as set forth in this Plan. The Director of Human Resources will also ensure that each employee understands how their concerns will be investigated by Rocketship and how Rocketship will communicate the results of a workplace violence hazard investigation and any corrective measures taken in response.

As part of the annual workplace violence training, every employee will sign a certificate attesting that they understand these items, and each of these certificates will be retained pursuant to Part V of this Plan (“Recordkeeping”).

Depending on the frequency and severity of workplace violence incidents in the workplace, the Director of Human Resources may implement increasingly more frequent communication sessions with employees as necessary, including quarterly, monthly, or weekly reviews of this Plan and employee compliance with it.

g. Response to Actual or Potential Workplace Violence Emergencies

A workplace violence emergency is any incidence of workplace violence that entails the potential loss of life or significant injury to any person at the workplace.

If a workplace violence emergency is so severe as to trigger a lockdown or evacuation of the workplace according to the School’s safety plan, such as when firearms are involved or a when an intruder has entered the campus with violent or criminal intent, Rocketship will initiate and follow the emergency procedures set forth in its school safety plan.

If a workplace violence emergency does not rise to the level of a school-wide response but is ongoing and entails potential or threatened loss of life or significant injury to any person at the workplace, any other employees witnessing or experiencing the workplace violence incident must report the incident as soon as possible to the Local Operations Team, including the Principal, Business Operations Manager, and/or Direct Supervisor and campus security, where applicable, by calling them on the phone or by whichever alternative means would reach them fastest.

As campus security is not present on California campuses, in the case of an emergency, the Principal and/or Business Operations Manager will contact law enforcement or call 911. If there is an immediate need, any adult may contact law enforcement or call 911 to ensure the safety of the school.

h. Training Procedures

Rocketship will provide annual workplace violence prevention training in accordance with the requirements of California Labor Code section 6401.9, subdivision (e), including the following:

1. The Plan, how to obtain a copy of the Plan at no cost, and how to participate in development and implementation of the Plan.
2. The Plan's definitions and the General Workplace Violence Plan Procedures.
3. How employees can search for and recognize workplace violence hazards and risk factors associated with the types of workplace violence.
4. How to report workplace violence incidents, threats, or concerns to the school or to law enforcement without fear of reprisal from the school or the individual against whom the report is filed.
5. Ways to defuse hostile or threatening situations.
6. Routes and methods of escaping from workplace violence incidents.
7. How this Plan integrates with Rocketship's safety plan.
8. How and when to notify law enforcement authorities when a criminal act may have occurred or is potentially about to occur.
9. Emergency medical care to be provided to a victim of any violent act.
10. Any workplace violence hazards specific to the school environment, the corrective measures the school has implemented, and how to seek assistance to prevent or respond to violence and to avoid physical harm.
11. The workplace violence incident log (Post Emergency Reflection Log), and how to obtain records the school is required to keep pursuant to the Recordkeeping part of this Plan, below.
12. An opportunity for live questions and answers on the Plan with the Director of Human Resources.

In addition to an annual training session on these topics, the school will conduct training every time a new or previously unrecognized workplace violence hazard is identified and whenever changes are made to the Plan. This additional training may be limited only to the new workplace violence hazards identified or to the new changes to the Plan.

The Director of Human Resources will ensure that this training is completed and that records of employee participation are kept and filed in accordance with Part V of this Plan ("Recordkeeping").

i. Identification and Evaluation of Workplace Violence Hazards

Workplace violence hazards are working conditions or environmental factors that increase employee exposure to workplace violence. Workplace violence hazards may arise from, for example, a school's failure to consistently require campus visitors to check in at the front desk, failure to monitor entry and exit points for unauthorized entry, failure to consistently enforce employee behavioral conduct rules, failure to consistently enforce student disciplinary rules that could expose employees to violence, and other similar policy or environmental factors that would tend to increase the incidence of workplace violence.

The Director of Human Resources will ensure that a review of potential workplace violence hazards is conducted at least annually. The Director of Human Resources will also conduct a review of any workplace violence hazards reported by any employee. In addition, the Director of Human Resources will also conduct a workplace violence hazard review (1) when this Plan is first established, (2) after each

workplace violence incident has occurred, and (3) whenever the employer otherwise is made aware of a new or previously unrecognized workplace violence hazard.

Each time a workplace violence hazard review is undertaken, the Director of Human Resources will prepare a report describing the review process, stating the date the review was completed, stating the determination of whether a workplace hazard was found to exist, and describing whether any corrective actions are recommended. All workplace hazard evaluation reports will be kept as records pursuant to Part V of this Plan.

j. Correction of Workplace Violence Hazards

Each time a workplace violence hazard review is conducted and results in a recommendation that corrective action should be implemented to mitigate an existing workplace violence hazard, the Director of Human Resources will prepare a recommendation for corrective action and present it to the CEO who will approve, deny, or approve with modification, the recommendation for corrective action and provide a justification for any denial or modification. The recommendation for corrective action and CEO response will be kept as a record pursuant to Part V of this Plan.

Following the CEO taking action on a recommendation for corrective action, the CEO or designee will be responsible for ensuring that the corrective action is implemented as workplace policy and, if relevant, that all employees are alerted to and trained on any necessary changes in workplace policies necessary to implement the approved corrective action. If any corrective actions require revisions to an employee handbook, those changes will be implemented within a reasonable time.

k. Post-Incident Response and Investigation

After every reported or otherwise known incident of workplace violence, the Director of Human Resources or designee will conduct a workplace violence evaluation of any and all workplace conditions, policies, or practices that may have contributed to the occurrence of the incidence of workplace violence and will record a record of the evaluation, as required by Section II.i., above.

Post-incident reviews will include, at minimum, an interview with the victim of workplace violence, any witnesses, and the impressions of the Director of Human Resources and/or designees assisting in the post-incident response. The interview and investigation will seek to establish all facts required to be included in a Post Emergency Reflection Log, as set forth in Part III of this Plan.

Employees will be encouraged to provide feedback and information as part of the post-incident response. Employees who refuse to participate may be subject to discipline. Employees should be alerted that they are not subject to retaliation or reprisal from the Director of Human Resources or designee as a consequence of their participation in any post-incident response.

l. Review of Plan Effectiveness

The Director of Human Resources will review the general effectiveness of this Plan annually at the time the Plan is circulated to employees for suggestions, whenever a deficiency in the Plan is noted, and after any workplace violence incident occurs.

III. VIOLENT INCIDENT LOG

Rocketship will maintain a Violent Incident Log, known as the Post Emergency Reflection Log. The Local Operations Team, including the Principal, Business Operations Manager, and/or Direct Supervisor will ensure that the details of every violent incident reported or otherwise known to have occurred at the school are recorded into the Post Emergency Reflection Log. The log will contain information solicited from the person experiencing the workplace violence incident, any witnesses, and investigation findings. All personal identifying information will be omitted from the log, with the exception of the details of the person making the entry. The log will be reviewed during any periodic reviews of this Plan for effectiveness.

The Post Emergency Reflection Log, for every incident, will include the following:

1. The **date, time, and location** of the incident.
2. The **type or types of workplace violence** involved.
3. A **detailed description** of the incident.
4. **Who committed the violence**, including whether the perpetrator was a School stakeholder, family or friend of a School stakeholder, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or another perpetrator.
5. The **general circumstances** at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low-staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
6. **Where the incident occurred**, such as in the workplace, parking lot, or other area outside the workplace, or other area.
7. The **type of attack**: physical attack without a weapon; attack with a weapon or object; a threat of physical force or threat of use of a weapon or other object; sexual assault or threat of sexual assault; animal attack; other.
8. The consequences of the incident, including whether security or law enforcement was contacted; actions taken to protect employees from continuing threat, etc.
9. **Information on the person entering the log entry**, including their name, job title, and date entered.

IV. RECORDKEEPING

This Plan requires that various records pertaining to workplace violence be maintained, as follows:

1. Records of workplace violence hazard identification, evaluation, and correction will be created and maintained for a minimum of five (5) years.
2. Training records will be created and maintained for a minimum of one (1) year, and will include dates training was conducted, the contents or a summary of the training sessions conducted, the names and qualifications of persons conducting the training, and the names and job titles of all persons attending the training sessions.
3. Post Emergency Reflection Logs will be maintained for a minimum of five (5) years.
4. Records of workplace violence incident investigations will be maintained for a minimum of five (5) years.
5. All records required to be maintained per this Part of the Plan are to be made available to the Department of Industrial Relations upon request for examination and copying.
6. All records required pursuant to items (1) through (3) of this Part will be made available to employees and their representatives, upon request and without cost, for examination and copying within 15 calendar days of a request.

ROCKETSHIP

PUBLIC SCHOOLS

Executive Summary
Rocketship Education
CA Board Committee
February 27, 2025

Agenda Items: 3(E) Subject: Review and Recommend to the Rocketship Board of Directors, Approval of the 2025 School Safety Plan	X	OPEN/ACTION
		INFORMATION
		CONSENT

Recommendation(s):

Staff recommends that the Rocketship Education CA Board Committee ("RSED-CA Committee") recommend approval of the 2025 School Safety Plan to the Rocketship Education Board of Directors ("RSED-Board").

Background:

Each year, we are required to update our School Safety Plan by March 1st. The safety plan includes procedures for proactively promoting safety on campuses and responding to unsafe situations that may arise. The safety plan update process includes a review of current procedures and policies, solicitation of feedback from an array of stakeholders, legal review to incorporate relevant changes in law and a review by local law enforcement/first responders.

In order to ensure our plan continues to stay in compliance, the 2025 School Safety Plan makes the following updates:

- New restrictions on lockdown procedures for all CA schools as required by Ed. Code § 32282(a)(2)(K). These restrictions include providing advance notice to families of a lockdown drill and providing families with the opportunity to opt their student out of the drill.
- Updates to the medical emergency procedures section in relation to cardiac arrest and the use of AEDs.
- Additional information in the facilities section on the tools Rocketship uses to ensure our facilities are safe.

Summary of Previous Board Action:

None

Submitted by:

Justin White, Director of Governance & Compliance
Christopher Castro, Senior Director, Operations - California

Rocketship Public Schools

School Safety Plan

Revised March 1, 2025



Statement of Purpose

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

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

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

This plan is to be reviewed annually.

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

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

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Mission

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

Safe School Vision

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

What does Rocketship do to promote school safety?

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

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

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

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

Safe Facilities

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

School Buildings

Rocketship believes in a multifaceted approach to school physical safety that allows students to continue to feel that they are in a positive, safe learning environment without sacrificing the feeling of a school. We review each campus individually each year and work to improve the areas of security systems, cameras, lockdown equipment, doors, etc., to ensure our buildings meet our minimum standard of safety.

- **Hazardous Materials:** Surveys and management plans will be maintained and updated for hazardous building materials (lead, asbestos, etc.), and hazardous materials used and stored in and around the school will be handled and disposed of properly. Additionally, appropriate training for staff working with hazardous materials (i.e., pesticides, cleaning chemicals, etc.) will be provided.
- **Indoor Air Quality:** All campuses use the highest-rated MERV filters that the HVAC system can operate with, in most cases MERV 13. A comprehensive indoor air quality program, modeled on the EPA's "Tools for Schools" program, will be implemented and maintained. This will include activities described in the Safety Checklists.
- **Maintenance/Inspection of School Buildings:** Inspections will be performed to ensure that daily operations do not compromise facility safety and health. This will include maintaining safe access/egress paths (both routine and emergency), access to emergency equipment, eliminating obstructions to airflow, etc.
- **Security Systems & Physical Safety Enhancements:** Each campus undergoes an annual review to assess and improve security measures, including cameras, lockdown equipment, access control systems, and door security. Upgrades and adjustments are made to meet or exceed Rocketship's established safety standards.
- **Visitors/Campus Access Policies:** Rocketship schools adhere to established visitor and volunteer policies, requiring that all visitors must sign in and be registered and checked in via VisitU with their current government-issued ID. These policies are shared with schools via the company's online file storage site.
- **Safe Ingress/Egress:** Rocketship maintains a school map established by school staff at each school, indicating safe entrance and exit areas for pupils, parents, and school employees on its file storage site and in the parent handbook. These maps also highlight safe pathways for the flow of pedestrians and cars during school arrival and dismissal. Additionally, all schools maintain an evacuation map with ingress and egress routes in the event an evacuation is required, which are included in the appendix. The Principal and

Business Operations Manager will develop procedures to ensure that all students, families, and staff can enter and exit the school in a safe and orderly manner. These procedures will be detailed in the annual family handbook.

California Only: Plan Development Process

The Rocketship network team develops and revises this plan annually. As part of this process, the team solicits and incorporates input from a variety of stakeholders including school leadership, teachers, other staff, families and the community. Additional consultation for the 2024 plan included:

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

Framework for Emergency Preparedness

There are four stages of Emergency Management:

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

(1) Mitigation/Prevention

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

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

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

- A. Hazard analysis
- B. Identifying hazards
- C. Recording hazards
- D. Analyzing hazards

- E. Mitigating/preventing hazards
- F. Monitoring hazards
- G. Safety Audit

(2) Preparedness

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

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

(3) Response

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

(4) Recovery

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

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

Note on Emergencies Occurring During Summer or Other School Breaks:

If a school administrator or other emergency response team member is notified of an emergency during the summer (or when students are not in attendance for other reasons, depending on the

school schedule), the response usually will be one of limited school involvement. In that case, the following steps should be taken:

- Disseminate information to Emergency Response Team members and request a meeting of available members.
- Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
- Notify staff or families of students most likely to be affected by the emergency and recommend community resources for support.
- Notify general faculty/staff by letter or telephone with appropriate information.
- Schedule a faculty meeting for an update the week before students return to school.
- Be alert for repercussions among students and staff.
- When school reconvenes, check the core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

Principles for Emergency Response

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

- 1. While the Principal and BOM are ultimately responsible for leading school-wide emergency responses, all/any staff members should feel prepared to take charge in an emergency response situation.**
 - a. School personnel are usually first on the scene of an emergency situation in or near the school. School leaders may not be the first responder in an emergency situation – it could be a teacher, support staff member, or the school psychologist. Staff members present during an emergency situation will be expected to take charge and remain in charge of an emergency response situation until it is resolved or until he/she can transfer command to the Principal or to an emergency responder agency with legal authority to assume responsibility. It is important that Rocketship employees understand this expectation when committing to work at a Rocketship school.
- 2. Staff members should seek help from other agencies, but may NOT transfer responsibility for student care outside Rocketship.**
 - a. When responding to an emergency, school staff should seek and take direction from local officials and seek technical assistance from state, federal, and other agencies (e.g., industry) as appropriate. School officials will not transfer responsibility for managing students to another agency.

3. Deciding what to do first in an emergency is a two-step process.

- a. When an emergency situation occurs, school personnel must quickly determine which initial response action is appropriate for the situation. Evacuate or duck and cover? Lock the doors or go to a safe space? There are two quick steps to determining what to do when faced with an emergency: 1) identify the type of emergency; and 2) determine immediate action(s) that are required.

Step #1: Identify Type of Emergency

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

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

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

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

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

5. In case of fire, activate the alarm

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

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

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

Emergency Response Actions- High Level Summary

<p>Duck and Cover (and Hold)</p> <p><i>Earthquake</i></p>	<ol style="list-style-type: none">1. Take action immediately in case of an earthquake, even without announcement by the Principal.2. If possible, the Principal or BOM should make an announcement over the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions.3. If <i>inside</i>, teachers will instruct students to duck under their desks, cover their heads with arms and hands, and hold onto furniture until the shaking stops or otherwise notified. Students and staff should move away from windows.4. If <i>outside</i>, teachers will instruct students to place their heads between their knees and cover their heads with their arms and hands. Students and staff should stay in the open, away from buildings, trees, and power lines.
<p>Shelter-in-Place</p> <p><i>Airborne Contaminants, Hazardous Materials</i></p>	<ol style="list-style-type: none">1. The Principal or BOM will make an announcement on the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions.2. If <i>inside</i>, teachers will close windows and doors, and keep students in the classroom until further instructions are given.3. If <i>outside</i>, students will proceed inside and into their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings.4. The Utilities & Hazards Team will assist in turning off the HVAC systems, turning off local fans, making sure windows and doors are shut, etc.
<p>Lockdown</p> <p><i>Criminal Activity in Area, Intruder on campus, Shooting</i></p>	<ol style="list-style-type: none">1. If possible, the Principal or BOM should make an announcement over the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions.2. If <i>outside</i>, students will proceed to their classrooms if it is safe to do so. If it is not safe to do so as the threat is inside, teachers or staff will direct students to the secondary evacuation site.3. If <i>inside</i>, teachers will instruct students to drop to the floor, lock the doors, and close shades or blinds if it appears safe to do so.4. Teachers and students will remain in the classroom or secured area until further instructions are given by the Principal or law enforcement.

	<ol style="list-style-type: none"> 5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel will be allowed on campus.
<p>Evacuate Building (Primary Evacuation Site)</p> <p><i>Fire & other emergencies that require evacuation</i></p>	<ol style="list-style-type: none"> 1. The School Leader will initiate the alarm. 2. If possible, the Principal or BOM will make an announcement on the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions. 3. Teachers will instruct students to evacuate the building, using designated routes indicated on their emergency evacuation map posted in each room, and assemble in their assigned <i>Assembly Area</i>. 4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location (e.g., Primary Evacuation Site). 5. Once assembled, teachers and students will stay in place until further instructions are given
<p>Off-Site Evacuation (Secondary Evacuation Site)</p>	<ol style="list-style-type: none"> 1. The Principal or BOM will make an announcement on the PA system. If the PA system is not available, the School Leader will use other means of communication, i.e., sending messengers to deliver instructions. 2. The Principal will determine the safest method for evacuating the campus to a predetermined space within walking distance. The off-site assembly areas (Secondary Evacuation Site) are indicated on the Evacuation Map. 3. Teachers will grab the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location. 4. Once assembled off-site, teachers and students will stay in place until further instructions are given. 5. In the event clearance is received from appropriate agencies, the Principal may authorize students and staff to return to the classrooms.
<p>Go to Safe Site</p> <p><i>Tornado</i></p>	<ol style="list-style-type: none"> 1. A siren will sound, or the Principal or BOM will make an announcement on the PA system. If the PA system is not available, the School Leader will use other means of communication. 2. Upon hearing the announcement or siren, teachers will grab their safety clipboard and walk-talkies, count their students, and lead them to the designated indoor safe site. 3. At the safe site, teachers will instruct students to face the wall and hold their hands behind their head. Teachers will take roll, if safe. 4. The Principal will announce to staff when it is safe to leave the safe site.
<p>All Clear</p> <p><i>Emergency is Over</i></p>	<ol style="list-style-type: none"> 1. The Principal or BOM will make an announcement on the PA system. If the PA system is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions. 2. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns

Use of School Facilities

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

Safety Drills Required by State

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

California¹

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

Tennessee²

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

¹ http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB634

² https://www.tn.gov/content/dam/tn/stateboardofeducationschools/documents/procedures/Safety%20Drill%20Procedures_Accessible.pdf

Wisconsin³

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

Washington, D.C.⁴

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

Assisting/Evacuating Individuals with Disabilities

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

Accounting for Students During/After and Emergency

1. The **Principal will direct teachers** to take attendance using their paper rosters and report back to School Leaders by email (during a lockdown) or in person (at an evacuation site). If email is unavailable, staff members will utilize SMS messaging and/or communicate via two way radio. Teachers should report three pieces of information:
 - a. Number of students present in their classroom at that time (headcount – Police may want this information);
 - b. Names of any students on the roster who aren't currently in the classroom;
 - c. Names of any students who are not on the roster but are in the classroom
 - i. *Note: Rosters for the entire school are printed and included in the safety clipboard in each room. If for some reason the teacher doesn't have a paper roster, one can be generated in Powerschool by pulling the Weekly Attendance Summary (Meeting) Report and navigating to the page for that cohort.*

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

⁴https://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school_emergency_response_plan-1-5-10.pdf

2. A school leader will access the online attendance system and pull a Summary Report to generate daily attendance by grade. (If the school is unable to access the report, a school leader will contact a Rocketship national/regional staff member to pull this report remotely).
3. The Office Manager will give the other school leaders the student **sign-in/out sheets**. If the OM can't leave the Front Office, the OM can scan the sheet and email it around.
4. As teachers report in, **school leaders** (AP, BOM, Principal) should compile the information from teachers, PowerSchool, and the sign-out sheet to account for every student on the roster who isn't currently in their teacher's classroom. These students may be absent that day, they may have left school early, or they may be in another teacher's classroom.
5. If a student is still missing, the **Principal** should contact the child's family to confirm that the child was at school that day and did not leave early. If the child is still unaccounted for, the Principal should search for the child or notify the police.

Emergency Procedures

Fire

Fire in the School Building

When the fire is discovered:

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

Upon hearing of a fire:

1. The Principal should make sure 911 has been called. Multiple 911 calls are OK.
 - a. The Fire Department will need the following information: School name and phone number, building address including cross streets, location of the fire within the building, information on the layout of the building/how to quickly reach the fire.

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

Fire In the Surrounding Area

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

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

****Tennessee Region Only** - Delayed Fire Evacuation Procedure**

Operational Objective

This guidance, developed in conjunction with representatives from Nashville Fire Department and Metropolitan Nashville Police Department, is intended to safeguard students, staff, teachers, substitute teachers and building visitors in a situation in which a fire alarm is initiated, but evacuating may place them at greater risk than remaining in place.

Students, staff members, teachers and substitute teachers shall receive training on this procedure as part of their annual professional development.

Delayed Evacuation Procedures (TN Only)

When a fire alarm is initiated staff shall take the following steps:

1. If the staff member is supervising students when the alarm sounds they should:
 - a. Begin the process of preparing the students to evacuate.
 - i. Lining up
 - ii. Designating last person in line
 - b. While the students are preparing for evacuation, the staff member should check available information to determine the nature of the cause of the alarm. This information check should last no longer than one minute. This should include but is not limited to:
 - i. Using their senses – smell, hearing, sight
 1. Are they hearing gunshots?
 2. Are they smelling smoke?
 3. Do they see something that leads them to believe that the alarm was triggered by something other than a fire?

ii. Checking available communication sources with an emphasis on those methods included within the school/department emergency operations plans. These methods could include – intercom announcements, TEAMs Messages, emails

c. If the information available during the process in paragraph B indicates that there is a greater hazard by evacuating the staff member should transition the classroom process to shelter-in-place or lock-down as is appropriate.

d. If the information available during the process in B does not indicate a more immediate hazard then the staff member shall assume the fire alarm is legitimate and follow the evacuation plan as detailed in the school/departments emergency operation plan.

i. When evacuating the staff member should be the first person out of the door.

1. They should first endeavor to surveil the hallway exposing as little of their person as possible while giving themselves as complete of a view as possible to confirm there are no previously undetected hazards in the hallway, then proceed with the evacuation.

2. Staff should be in the lead in the event that there is an obstruction and the evacuation path needs to be altered.

3. A second adult or the most responsible student should be placed at the rear of the line and tasked with making sure that the classroom door is closed when they leave and making sure that no students in the class are behind them.

2. If at any point any staff member is able to determine the cause of the alarm, they should transmit that information to the remainder of the staff using the communications methods detailed in the school emergency operations plans. These methods could include – intercom announcements, TEAMs Messages, emails, text messages, emails, GroupMe messages, etc.

Earthquake

What to Expect During an Earthquake

Rocketship staff members who've never experienced an earthquake or didn't grow up in an area where earthquake safety training was necessary may be especially anxious about what to expect when an earthquake hits. Knowing what to expect will help school staff make quick decisions

about where to stand and which potential hazards (such as bookshelves or items mounted on walls) to avoid.

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

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

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

Emergency response procedures for earthquakes included in this Plan include:

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

During/Immediately After an Earthquake: Drop and Cover

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

6. Wait for further instruction from the Principal or designee (e.g. evacuation).

After an Earthquake: Evacuation

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

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

1. The Principal (or designee) is responsible for initiating the fire alarm to signal the evacuation of the building after an earthquake. If the fire alarm is not working, the Principal (or designee) will alternatively use the PA system, two way radio or go door to door. Always evacuate after an earthquake to check the school grounds before bringing students back inside.
2. If an evacuation is initiated, everyone in the building should evacuate and leave the door open as they leave.
3. Teachers should evacuate their students:
 - a. Grab the class roster and safety clipboard.
 - b. Students should line up in a single file and count students quickly.
 - c. LEAVE THE DOOR OPEN upon leaving (this is the opposite of a fire drill)
 - d. Take students to the primary assembly site, following the route on the map.
 - e. At the assembly site, take attendance and report missing children to the Principal.
4. The Office Manager should grab the Emergency Cards, Sign-in/Out Sheets, and First Aid Kit before evacuating. As the Assistant to the Physically-Challenged, the Office Manager needs to make sure that students and staff with medical conditions are safely evacuated.
5. If safe, the Principal should direct the BOM to disconnect utilities & equipment before evacuating. This will mitigate damage caused by a fire, if one results.
6. After initiating the fire alarm, the Principal should:
 - a. Sweep the hallways (with APs or the Business Operations Manager).
 - b. Make sure 911 has been called (if not already called).
 - c. Evacuate the building of students and staff.
7. As the Head of the First Aid Team, the Office Manager should be sure to grab a First Aid Kit, Emergency Cards, and Sign in/Out sheets.
8. After evacuating (at the assembly site):
 - a. Teachers should take attendance and notify the Site Communications Team (Principal, APs, BOM) of missing students or staff.
 - b. If students or staff are missing, the Principal should lead a search and rescue mission

9. If first aid is needed, the Office Manager and the First Aid Team should set up a First Aid Kit and render aid as needed.
10. The BOM should turn off the gas and electricity, if it is safe to do so. (This will minimize risk of fire or explosion after an earthquake).
11. Rocketship schools are equipped with earthquake/survival buckets with tools, food, and drinking water that can be used in case of an emergency.

Principals will observe the following:

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

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

Special Circumstance: Earthquake While Outside the Building

Follow these instructions if outside during an earthquake:

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

Severe Weather /Tornado

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

1. The **Principal** is responsible for monitoring severe weather situations and initiating an emergency response. If other staff or community members learn of a severe weather situation, they should notify the Principal ASAP.
2. In the case of a Tornado or Severe Weather **Watch** (i.e. be on alert as conditions are favorable for a Tornado or severe weather), the Principal should use a battery-powered weather radio to monitor/listen for updates on the weather.
3. In case of a Tornado or Severe Weather **Warning** (i.e. tornado has been spotted/is coming/is imminent), a siren may sound, and the Principal should initiate a GO TO SAFE SITE response.
4. Upon hearing an announcement to GO TO A SAFE SITE, **Teachers** should take the following steps:
 - a. Grab your safety clipboard and walkie-talkies

- b. Make sure your walkie-talkie is on.
 - c. COUNT your students before you leave the room.
 - d. Lead your students to the designated INDOOR SAFE SITE, following the path on your map.
 - e. If severe weather is imminent, instruct students to face the interior wall and get down on their knees, holding their hands behind their head.
 - f. As possible, take attendance at the safe site.
 - g. If you need assistance or student(s) is (are) missing, notify the **Site Communications Team (Principal and APs)**.
5. The **Office Manager** should grab the Emergency Cards, Sign-in/Sign-Out sheet, and First Aid Kit before heading to the Safe Site. As the assistant to the physically-challenged, the OM will be responsible for ensuring that students and staff with physical challenges are evacuated. (Consult the List of Staff/Students with Medical Conditions if there are any questions).
 6. The Principal and BOM should continue listening to the weather radio and determine when it is safe to return to the classrooms.
 7. Staff and students should wait for the “All Clear” signal from the Principal to return.

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

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

Flood

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

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

1. The **Principal** is responsible for monitoring severe weather situations and initiating an emergency response. If a staff or community member learns of an impending flood, he or she should notify the Principal ASAP. In case of a flood watch/warning, a siren may also sound. The Principal shall have a battery-powered weather radio handy and should keep it on when severe weather, such as a flood, is impending.

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

Flood Special Circumstance– Flood off site

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

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

Criminal Activity Nearby (Police Chase, Search in Neighborhood)

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

1. Call 911 (multiple phone calls to report the same disturbance are OK) and announce that the school needs to go into **Lockdown** over the intercom or through other means (i.e. walkie talkies). *“We have an emergency situation and teachers need to implement a lockdown. Teachers, bring students into classrooms and lock and/or barricade your doors. Do not open your door unless a school leader asks you to. We will be sending an email asking teachers to confirm that they are OK and all students are accounted for – please respond to this ASAP.”*
2. Notify the Principal or another school leader ASAP.
3. For updates on the situation, the Principal or another school leader should call the local police department.
4. The Office Manager should be prepared to share the sign-in/out sheet with School Leaders.
5. The Principal (or an AP, if the Principal is absent) should take steps to make sure all students in the building are accounted for by having teachers take attendance and report the # of students in their room, the names of students on their rosters who aren’t physically in their rooms, and the names of students who aren’t on their rosters but are

physically in their rooms. **(See also: Accounting for Students During/After an Emergency).**

6. Communicate with parents using our automated calling system or other means. Parents should stay away from the school if there is an active situation at the school – they could get in the way of law enforcement responding to the crisis. Consider the following message:

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

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

Upon hearing the Lockdown order, teachers should:

1. Bring all students inside (even if they don't belong in your class)
2. Lock the door if you can. If not, barricade with furniture.
3. Turn off the lights.
4. Close the curtains/blinds.
5. If there is shooting, have students hide behind internal barricades away from windows and wait silently.
6. Turn on your walkie and check your email. Wait for instructions from school leaders.
7. Do not allow students to exit the classroom. No bathroom breaks!
8. When asked by your school leaders, use the paper roster in your classroom to take attendance and then send an email to your school leaders (Principal, APs, BOM, and OM) with three pieces of information:
 - a. # of students currently in your classroom;
 - b. Names of students on your roster who aren't currently in your classroom;
 - c. Names of student who isn't on your roster but is in your classroom at that time(See also: ACCOUNTING FOR STUDENT DURING/AFTER AN EMERGENCY)
9. There is no way to predict how long a lockdown will last. Keep kids quiet and comfortable. Consider handing out hard candies to help kids cope with the stress. If a lockdown lasts for an hour or more, consider handing out small bottles of water (no bathroom breaks!) and/or granola bars.

10. Kids will have questions – be prepared. All Rocketeers should understand what it means to go into “lockdown” and that we go into lockdown to stay safe when there’s a threat (burglar, wild animal, or violence) near our school.
11. **Remember to....Turn on your Walkie-Talkie, Keep it Quiet:** Teachers and YMCA/City Year/Field Crew & After School staff must have a charged & functioning Walkie Talkie in their classroom or on their body, if outside. Walkie Talkies are charged/stored in the Staff Room at night.

Reporting Dangerous, Unlawful or Violent Activities

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

Intruder With a Weapon

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

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

Note on Students With Weapons:

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

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

Hostage Situation

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

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

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

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

Shooting (Drive-by, Neighborhood)

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

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

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

Immediately after the vehicle is gone:

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

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

Air Pollution / Smog

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

Protective Actions

- Avoid strenuous outdoor physical activity during an episode.
- Avoid exertion or excitement, which will increase breathing rate.
- Plan indoor activities for students.
- Outdoor activities should be restricted beginning when the AQI is red or higher or local authorities require it.
- Remain indoors until the episode ends. Keep doors and windows closed, as indoor concentrations of ozone are about one-half that of outdoor levels.
- Use the air conditioner to recirculate indoor air and keep cool. High temperatures may add stress to the pollutant effects.
- Avoid aerosols, dust, fumes, and other irritants. Reduce activities such as cooking or cleaning, which produce irritants to the nose, eyes, and lungs.
- Avoid traffic-congested areas where pollutants are being generated, if you must go outside.
- During air pollution seasons, use the cooler morning hours for outdoor activities.
- Expect severity of symptoms to increase as ozone levels increase (coughing, wheezing, shortness of breath, headaches, chest discomfort and pain, etc.).

Important! If notified, via the health department and by monitoring airnow.gov, that it is unhealthy for students to be outside, the school leadership team will be notified, via the Operations team. In

this case, recess and other outdoor activities should be canceled and schools should follow the “rainy day” schedule for outdoor activities. The Operations team will use the following table from airnow.gov to determine the appropriate action.

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

Orange:

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

Red or Higher:

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

Declared Emergency:

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

Power Loss

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

- Teachers and staff will open window blinds to let in natural lighting
- Backup lighting may be utilized in spaces without natural lighting such as restrooms
- Any activities in spaces without adequate lighting will be postponed
- If power loss hampers safe food service or the ability to maintain adequate building temperature, the Principal, in consultation with Operations and Regional Leadership, may initiate an early dismissal
- Unnecessary electrical equipment and appliances should be turned off. Power restoration could result in a surge causing damage to electronics and affecting sensitive equipment.
- *If the facility is located in an environment with freezing temperatures:*

- Turn off and drain the following: the fire sprinkler system, standpipes, potable water lines, and toilets in the event of a long term power loss.
- Equipment that contains fluids that could freeze without heat should be moved to heated areas or drained of liquids.

Upon Restoration of Heat & Power:

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

Public Safety Power Shutoff

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

Shelter-in-Place

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

1. The Principal or BOM will make an announcement to signal a shelter-in-place, such as “we have received information about a fire at a manufacturing plant nearby that is releasing toxic fumes. Students and staff should get inside. Teachers, close the windows to your classrooms. We will be turning off the air conditioning. Please stay inside and continue teaching with the windows shut. I will be sending out an email that you should all respond to once you have taken attendance.”
2. The Principal or BOM will contact local authorities for information.
3. The Business Operations Manager should turn off the HVAC system.
4. When the announcement has been given, teachers should lead all students indoors and into their classrooms and shut the doors and windows. It is a good idea to stuff a towel or sweatshirt under the door, if available. Once inside, teachers should take roll.
5. The Principal or BOM will send out an email to teachers asking teachers to confirm that they are OK and that all students are accounted for.
6. If safe to do so, the BOM should walk through the campus to make sure that all windows are shut and doors are closed.
7. Teachers should respond to the email confirming they are OK or alerting the Principal that students are missing. If students are missing, the Principal will decide if a search and rescue mission is safe.
8. If necessary, BOM should shut off the gas and power systems for the building.

9. The Principal or BOM should contact the authorities (local Fire department) to find out when it is safe to release students/end the Shelter-in-Place drill.

Car/ Bus Accident

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

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

Threat to School

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

Person Receiving the Threat

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

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

- Call 911 and report these details.

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

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

Specific Situation: Bomb Threat

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

Specific Situation: Shooting Threat

- The BOM shall implement a hard lockdown order until police arrive.
- School Leaders should check all restrooms and the perimeter of the building and lock the gate to keep the area secure.
- Contact the Director of Schools and Regional Director of Operations to initiate a crisis response plan.
- If school buildings are deemed unsafe, School Leaders should arrange for transportation to another site.
- With the Office Manager, the Principal and BOM will contact parents so that they know where to go for an emergency pickup and so that they are not rushing to a dangerous site (i.e. by using OneCall)

Explosion

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

Scenario 1: Explosion on School Property

1. In the event of an explosion, everyone should initiate DUCK AND COVER. Teachers should instruct students to DUCK and COVER.
2. The Principal or BOM will call "911."

3. The Principal/BOM will consider the possibility of another imminent explosion and initiate emergency response actions based on their assessment of the situation. These emergency response actions could include SHELTER-IN-PLACE (low threat of another explosion), EVACUATE BUILDING or OFF-SITE EVACUATION.
 - a. In the event of an evacuation, the Principal will direct the Office Manager or designees to make an announcement of the evacuation and give instructions to teachers and other staff, including which assembly site to use.
 - b. The Office Manager will take the Emergency Cards, Sign in/Sign Out Sheets, and the First Aid Kit with him/her to the assembly point. The Office Manager must make sure all Physically-Challenged Students and staff are assisted out of the buildings.
 - c. In the event of an evacuation, Teachers should follow standard evacuation procedures. They should grab their safety clipboard and attendance roster, count their students before leaving, shut the door, and lead their students in an orderly fashion on the established route to the assembly site.
4. At the assembly site, teachers will take attendance to account for students. Teachers will notify the Site Communications Team (Principal, APs, or BOM) of missing students.
5. If students or staff are injured, the Office Manager will direct the First Aid Team to set up a station and tend to the injured.
6. The BOM will notify the appropriate utility company of damages to water lines, sewers, power lines and other utilities.
7. The Principal/BOM will notify the Director of Schools to initiate a Crisis Response Plan (See also: Crisis Response Plan).
8. Members of the Traffic and Security Team, under direction of the BOM, will post guards a safe distance away from the building entrance to prevent persons entering the school buildings.
9. The Student Release/Communications Team will notify parents of emergency release plans and procedures (e.g. using OneCall).
10. An area affected by an explosion will not be reopened until an appropriate agency provides clearance and the **Principal/designee** gives authorization to do so and a qualified fire suppression and hazmat team has inspected the building.

Scenario 2: Risk of Explosion on School Property

1. The Principal and BOM will initiate the appropriate emergency response based on available information. This may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.
2. In the event of an evacuation, the BOM will make an announcement of the evacuation and give instructions to teachers and other staff, including which assembly site to use.
3. The Office Manager will take the Emergency Cards, Sign-in/Out sheets, and First Aid Kit with him/her to the assembly point.

4. In the event of an evacuation, Teachers should follow standard evacuation procedures. They should grab their safety clipboard and attendance roster, count their students (if safe to do so) before leaving, and proceed to the assembly site.
5. At the assembly site, teachers will take attendance to account for students. Teachers will notify the Site Communications Team (Principal, APs, or BOM) of missing students.
6. The Principal or other school leader will call “911.”
7. The BOM will notify the appropriate utility company of damages to water lines, sewers, power lines and other utilities.
8. The Principal/designee will notify the Head of the Region and initiate a crisis response (see also: Crisis Response Plan).
9. All affected areas will not be reopened until the appropriate agency provides clearance and the Principal/designee issues authorization to do so.

Scenario 3: Explosion or Risk of Explosion in Surrounding Area

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

Scenario 4: Nuclear Blast or Explosion Involving Radioactive Materials

1. The **Principal or BOM** will initiate the SHELTER-IN-PLACE emergency response. The Office Manager or designee will communicate this order to teachers, and teachers will make sure students follow this order
 - a. When sheltering, personnel should try to establish adequate barriers or shielding (e.g. concrete walls, metal doors) between themselves and the source of the blast or explosion, and should avoid sheltering near exterior windows.
 - b. The **Principal/designee** will notify “911.”
2. After the initial blast, the **Site Communications Team** (Principal, APs, BOM) should lead an effort to remove students from rooms with broken windows, extinguish fires, provide first aid, and relocate students from upper floors if possible.
3. Under direction of the BOM, the Utilities and Hazards Team will turn off the school’s main gas supply, local fans in the area; close and lock doors and windows; shut down all buildings’ air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
4. The Principal or designee will monitor radio or television announcements and initiate further actions as appropriate.
5. At the Principal/designee’s discretion, and only if safe to do so, designated personnel should attempt to distribute emergency supplies including food and water.
6. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance.

Radiation Threat

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

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

Chemical Spills & Hazardous Substances

When a large chemical spill has occurred:

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

When a small chemical spill has occurred:

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

Hazardous Substances:

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

Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray

Diesel Fuel	Paint Thinner
Kerosene	Stain
Anti-Freeze	Brake Fluid
Airborne Gases/Fumes	

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

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

Biological / Chemical Incident

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

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

Scenario 1: Substance Released Inside a Room or Building

1. The Principal/designee will initiate the EVACUATE BUILDING action. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.
2. The Principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.
3. The Principal/designee will notify the Regional Team of the situation.
4. The Principal/designee will instruct the Security/Utilities Team to isolate and restrict access to potentially contaminated areas.
5. The Security/Utilities Team will turn off local fans in the area of the release, close the windows and doors, and shut down the building’s air handling system.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated “topically” by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). A member of the First Aid/Medical Team should assess the need for medical attention.

7. The Assembly Area Team will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Assembly Area Team will provide the list to the Principal/designee and the emergency response personnel.
8. Any affected areas will not be reopened until the Santa Clara County HazMat or appropriate agency provides clearance and the Principal/designee gives authorization to do so.

Scenario 2: Substance Released Outdoors and Localized

1. The Principal/designee will immediately direct staff to remove students from the affected areas to an area upwind from the release. The Principal/designee will, if necessary, initiate the EVACUATE BUILDING action.
2. The Traffic and Security Team (under direction of the Business Operations Manager) will establish a safe perimeter around the affected area and keep personnel from entering the area.
3. The Principal/designee will call “911” and the local emergency management agency (see Emergency Contacts List in your safety clipboard) and will provide the exact location and nature of the emergency.
4. The Principal/designee will notify the Director of Schools of the situation to initiate a crisis response.
5. The Utilities/Hazards Team (under direction of the Business Operations Manager) will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.
6. Persons who come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated “topically” by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). A member of the First Aid Team (led by the OM) should assess the need for medical attention.
7. The Site Communications Team (Principal, APs, BOM) should compile a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Site Communications Team will provide this list to emergency response personnel.
8. Any affected areas will not be reopened until the appropriate agency provides clearance and the Principal/designee gives authorization to do so.

Scenario 3: Substance Released in Surrounding Community

1. If the Principal/designee or local authorities determine a potentially toxic substance has been released to the atmosphere, the Principal/designee will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, the Utilities/Hazards Team (under direction of the BOM) will turn off local fans in the area; close and lock doors and

windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should communicate their locations to the Principal/designee, using walkie-talkies or other means without leaving the building.
4. The Principal/designee will call "911", and the local emergency management warning agency.
5. The Principal/designee will notify the Director of Schools of the situation.
6. The Principal/designee will turn on a radio or television station to monitor information concerning the incident.
7. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance, or staff is otherwise notified by the Principal/designee.

Emergency Student Release

School Leaders will communicate with families via the one call/message system. Communication will happen when it has been deemed safe to do so by the school Principal. In the event that the nature of the emergency necessitates an early release of students, families will be notified by one call/message system of the instructions, locations and time for early release. Rocketship staff will follow regular dismissal procedures by only releasing students to families with a dismissal card or who have provided an ID that matches the emergency contact list. If students have been moved to a secondary evacuation site, a release station will be set up to check dismissal cards or IDs and release students to authorized individuals.

Emergency Drill Protocols

Fire Drill

1. The **Principal or designee** should sound the fire alarm or otherwise announce the beginning of the fire drill.
2. Teachers should grab their safety clipboards, quickly count students, and lead students outside to the assembly site. Teachers should SHUT THE DOOR when leaving.
3. School Leaders should sweep the hallways and ensure proper flow of foot traffic.
4. At the assembly site, teachers should take attendance.
5. The **Principal or designee** should time the drill. Evacuation of the building should be complete within 5 minutes of the alarm sounding.

6. While staff and students are still assembled, take a moment to quickly debrief: did everyone remember to take attendance? Did staff members know where to go? Did everyone shut their door? Did they take their safety clipboards with them?
7. Remember to record the drill in the Rocketship Drill Log.

Lockdown Drill

1. Students, staff, and families should be prepared for the lockdown drill prior to the announcement. Teachers could discuss the lockdown drill with students as “learning what to do in case a burglar comes into the school.”
2. The **Principal or designee (e.g. OM)** will make an announcement over the loudspeaker indicating that the lockdown drill has begun: “Staff and Students: This is the beginning of our lockdown drill. Teachers, please barricade your doors and count your students.”
3. **Teachers** should follow the lockdown procedure: Bring all students into the classroom, lock the classroom door (as possible), barricade the door, turn off the lights, build interior barricades, and keep students calm and quiet in the safety triangle, a safety triangle is a location in the room where you can not be seen through the window in the door (sheltering behind interior barricades until the drill is over). Teachers should also take roll, using the roster from their safety clipboard.
4. The **Principal** and other administrators (e.g. AP, Deans) should come door to door to check on classrooms and ensure all teachers have followed the proper procedure.
5. After the drill has been completed, the **Principal or designee** should give the “All Clear” notice over the loudspeaker.
6. The Principal and staff should debrief after the drill has been conducted. Teachers and students may also want to discuss the drill after it is done.

California Only Restrictions on Lockdown Drills

1. Lockdown drills held by Rocketship in California will not be “high-intensity” drills, meaning they will not simulate an actual active shooter scenario, by involving actors, simulating injuries or injured persons, requiring students to act out resistance, using real weapons, gunfire blanks, or explosions.
2. The design and execution of the drill will be trauma-informed, meaning it will feature age-appropriate content and terminology developed with school personnel and mental health professionals.
3. Lockdown drills shall be preceded by notice to parents and guardians of pupils, teachers, administrators, and other personnel subject to the drills to alert them to the drill’s occurrence and expected length of time. Parent and guardians must have an opportunity to opt their child out.
4. Drills will be preceded by an announcement before the drill and an announcement at the conclusion of the drill. Parents shall be notified when the drill is complete.

5. Rocketship shall provide contact information for community-based resources to those negatively impacted by the drills.

Shelter-in-Place Drill

To run a shelter in place drill, staff should do the following:

1. The **Principal** should make an announcement for a Shelter-in-Place drill and clarify what staff and students are expected to do: “We are beginning our Shelter-in-Place drill. Teachers, shut and lock your classroom door and have your class gather in a part of the classroom away from the windows and doors. Lower the blinds in your classroom to cover the windows, if possible.”
2. **Teachers** should lock the door (if they can) and direct students to remain indoors in the safest part of the classroom (away from windows and doors). Windows should be shut and covered.
3. The **Business Operations Manager** should confirm that he/she understands how to turn off the gas, power, and HVAC systems.
4. The Principal should time 5 minutes total from the start of the drill to the end of the drill and should then announce that the “Shelter-in-Place” drill is over.
5. While staff and students are still assembled, take a moment to quickly debrief: did everyone remember what to do? Was it scary?
6. Remember to record the drill in the Rocketship Drill Log.

Earthquake Drills

1. The **Principal or designee** (e.g. Office Manager) will make an announcement over the loudspeaker to indicate the start of the drill.
2. Teachers should instruct their students to **DUCK, COVER, and HOLD**.
3. Students and staff members should duck or drop to the floor, take cover under a sturdy desk or table (keeping their backs to the windows), cover their heads with their hands, and hold onto the furniture for stability.
4. The Principal should wait for four minutes and then announce: “The Earthquake is over.”
5. If desired, classes can also practice evacuating after an earthquake. The Principal (or designee) should announce: “We are now evacuating to our primary assembly site.”
6. Staff and students can get out of the ducking position and prepare to evacuate:
7. Teachers should grab their safety clipboards, make sure their walkie-talkies are on, and count their students before leaving the room.
8. When leaving the room, the door should be left OPEN.

9. Students and staff should proceed to the assembly site using their predetermined evacuation route. At the assembly site, teachers should take attendance.
10. The Principal (or designee) should conduct a walkthrough of the building to make sure that all students and staff have evacuated and that doors have been left open.
11. At the assembly site, the Principal (or designee) should make sure that teachers have taken attendance.
12. While staff and students are still assembled, take a moment to quickly debrief: did everyone remember to take attendance? Did staff members know where to go? Did everyone leave their door open? Did they take their safety clipboards with them?
13. Remember to record the drill in the Rocketship Drill Log.

Severe Weather/Tornado Drill

1. The **Principal** or designee should announce the beginning of the drill over the intercom.
2. **Teachers** should quickly count their students, grab the safety clipboard, and lead students in an orderly fashion to the designated indoor safe site. Students should then be directed to assume a ducking position, facing the interior wall, and cover their heads with their hands. The teacher should take attendance if the count of students doesn't match the number in their students.
3. The **Principal or designee** should conduct a hall sweep to make sure all students and staff have followed directions to evacuate.
4. Once all students are assembled, the **Principal** or designee should wait for three minutes and then announce that the drill is over.
5. While staff and students are still assembled, take a moment to quickly debrief: did everyone remember to take attendance? Did staff members know where to go? Did they take their safety clipboards with them?
6. Remember to record the drill in the Rocketship Drill Log.

Administering Medications to Students

Parents/guardians need to notify the school (Office Manager and Principal) when their child is diagnosed with a chronic or acute medical condition. Parents and guardians should understand what school staff can and cannot do to help manage their child's condition. Please ask your school for the Rocketship Student/Staff Medication Policy.

With the Principal and Business Operations Manager, the Office Manager will manage the process for identifying students with medical conditions, documenting this condition and any

medications that need to be administered, and administering the medication. More information can be found in the Administering Medications to Students Policy, located in the appendix.

Medical Emergency Reporting Procedures

Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial **911**.

1. Medical emergencies involving students or employees must be reported to the School Principal or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information:
 - a. School name and phone number
 - b. Building address including nearest cross street(s)
 - c. Exact location within the building
 - d. Your name and phone number
 - e. Nature of the emergency
3. Do not hang up until advised to do so by dispatcher
4. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
5. Ask someone to dispatch a first aid/CPR trained employee to the victim.
6. If the victim is showing signs of cardiac arrest and is on a school site with an automatic external defibrillator (AED), procedures for retrieval and operation of the AED shall be followed and volunteers trained in the use of an AED shall be brought to the victim as soon as possible.
7. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
8. Do not move the victim unless there is danger of further injury.
9. Do not give the victim anything to eat or drink.
10. Draft a written incident report and submit it to the School Principal, or his/her designee, before the end of the next workday. **Whenever 911 is called, you must submit and file an approved incident report (i.e. with Principal signature) within 24 hrs. of the incident.**

First Aid, CPR, and Health Screening

Rocketship recognizes the importance of taking appropriate preventive or remedial measures to minimize accidents or illness at school or during school-sponsored activities. To this end, Rocketship has taken the following steps to support student safety.

First Aid Kits

Every classroom shall have a First Aid Kit containing appropriate supplies. First aid will be administered whenever necessary by trained staff members. When necessary, the appropriate emergency personnel will be called to assist.

CPR

All Principals are to be certified in adult and pediatric CPR and First Aid and recertified prior to expiration of certificates. School leaders (including Business Operations Managers and Office Managers) should be certified in CPR. These records will be kept at the school site.

Opportunities for adult and pediatric CPR and First Aid training will be offered to all teachers and teachers will be strongly encouraged to become certified in adult and pediatric CPR and First Aid and be recertified prior to expiration of certificates. School sites may also offer training to all support staff and volunteers.

Rocketship expects parents/guardians to provide emergency contact information to the school and keep such information current in case of an incident at the school.

Schools shall be stocked with multiple First Aid Kits containing appropriate supplies. First aid will be administered whenever necessary by trained staff members. When necessary, the appropriate emergency personnel will be called to assist.

As possible/safe, students will be referred to the **Office Manager** or in some regions, the **Nurse**, for minor accidents and incidents.

Minor Accidents

For minor accidents, use the First Aid Kit located in the Front Office or the classroom.

Major Incidents

- Office Managers are trained in First Aid and can provide assistance until emergency personnel arrive
- School leaders are trained in CPR

If personnel trained in First Aid are not available, at a minimum, attempt to provide the following assistance:

- Stop wounds from bleeding with firm pressure on the wound (avoid contact with blood or other bodily fluids)
- In case of choking, clear the air passages using the Heimlich Maneuver

In case of rendering assistance to personnel exposed to hazardous materials, wear the appropriate personal protective equipment. Attempt First Aid ONLY if trained & qualified

Poisoning

If a student ingested a poisonous substance:

1. Call Poison Control Center Link Line 1-800-222-1222. Take appropriate first aid measures based on their instructions.
2. Call 911.
3. Notify the Principal.
4. Call the child's parents.

Illness

1. If a child complains of illness, question him/her to determine severity.
2. For minor illness, the teacher should have the child rest head on desk for 10 to 15 minutes. If he/she still complains, send him/her with a note to the Office Manager (or call the office for escort).
3. If a student is too ill to walk to the office, call the Office Manager for immediate help and explain the severity of the situation. If the child feels sick after fifteen minutes, the child may be sent home.

Convulsions

If a child has convulsions:

1. Keep calm. Attempt to ease him/her to the floor so he/she will not fall and injure him/herself
2. Turn his/her head to one side so his/her tongue will not block his/her airway
3. Do not attempt to insert anything in his/her mouth
4. Send someone to the office or call the office for assistance

Chemical Burns

1. Chemical burns, especially those of the skin or eyes, should be flushed with large quantities of water at the nearest source.
2. After flushing the burn, the child can be escorted to the Front Office.
3. If a burn is severe, call 911.

Insect Bites

1. Remove stinger if possible.
2. Apply cold, wet towel
3. Call 911 if systemic symptoms occur (labored breathing, swelling of the entire body, etc.).

Playground Accidents

1. Render first aid on playground if necessary

2. If child is mobile, take to the Office Manager
3. If the child is immobile, call 911.

Bio-Waste:

1. When a student has an accident or vomits, clean carpets within the first few minutes— the more untreated exposure the carpet has to the bio-waste, the more likely that there will be a permanent and deep stain. Disposable gloves are available in the Front Office; Office Managers should also stock carpet/floor cleaner.
2. A bio bag, if necessary, should be disposed of in one of the larger cafeteria garbage bins at the earliest possible moment (may send a student if necessary).
3. Place your bio waste placard on the site of the incident before leaving for the day. This will indicate to the custodial crew the need for a more thorough carpet cleaning treatment on that

Tooth

If a Tooth is displaced by traumatic injury:

1. Wrap the tooth in moist gauze.
2. Send the tooth with the injured child to the office.
3. The Office Manager should call parents immediately.

Rescue Breathing

1. Tap and shout
2. Open airway
3. Look, listen, and feel for breathing.
4. Give 2 full breaths.
5. Check circulation
6. Rescue breathing count: (1) ADULT: 1 breath every 5 seconds; (2) CHILD: 1 breath every 3 seconds, (3) INFANT: 1 breath every 3 seconds

Nose Bleed

1. Have the child sit down and lean forward.
2. Stop bleeding with a cloth

Wounds

1. Wash the wound and apply bandage and ice, if desired.
2. If the wound is severe:
3. Have victim sit or lie down
4. Apply direct pressure to the wound
5. Treat for shock (keep them calm)
6. Do NOT move the victim unless absolutely necessary
7. Call 911

Choking

If the child is unable to breath, cough, speak, then:

1. Give thrusts (below rib cage)
2. Repeat until clear
3. Do not leave a child who is choking or having breathing problems alone

Electric Shock

If a child has suffered an electric shock, do NOT touch them. Call 911.

Resuscitation Orders

School employees are trained and expected to respond to emergency situations without discrimination. If a student needs resuscitation, staff shall make every effort to resuscitate him/her.

Staff members are prohibited from accepting or following parental or medical "do not resuscitate" orders.

School staff should not be placed in the position of determining whether such orders should be followed, and such Advance Directives shall not be communicated to staff. The Principal, or designee, shall inform parents/guardians of this policy.

Severe Allergic Reactions (Anaphylaxis)

Anaphylaxis is a severe and sudden allergic reaction. It occurs when a person is exposed to an allergen to which they are sensitive. The most common allergens or trigger substances that may cause anaphylaxis in school-aged children are: Peanuts, tree nuts, fish, shellfish, egg, cow's milk, sesame, soy, insect stings, latex, and certain medications.

Anaphylaxis is potentially life threatening and always requires an emergency response.

It is therefore critical that school staff, parents and caregivers are confident about the management and treatment of students who have been diagnosed by a medical practitioner as being anaphylactic or potentially anaphylactic.

Anaphylaxis can be treated with and Epi-Pen or other adrenaline auto injector. Only trained school staff, nurses or emergency personnel should administer and Epi-Pen or other adrenaline auto injector. Schools will conduct annual Epi-Pen training for a subset of staff.

Symptoms and Signs:

The symptoms and signs of anaphylaxis, usually but not always, occur within the first 20 minutes after exposure but in some cases can be delayed up to 2 hours or more. Rapid onset and

development of potentially life-threatening clinical effects are characteristic markers of anaphylaxis.

Symptoms and signs of anaphylaxis (a severe allergic reaction) may include one or more of the following:

- Difficulty and/or noisy breathing
- Swelling of the tongue
- Swelling or tightness in the throat
- Difficulty talking or hoarse voice
- Wheeze or persistent cough
- Dizzy/light-headed
- Loss of consciousness and/or collapse
- Pale and floppy (young child)

Symptoms and signs of a mild to moderate allergic reaction may include one or more of the following:

- Tingling of the mouth
- Hives, welts or body redness
- Swelling of the face, lips, eyes
- Vomiting, abdominal pain

Students with Severe Allergies:

If a student is known to have a severe allergy, the student's parent/guardian should inform the Office Manager and submit a Medication Authorization Form signed by the child's physician for any over-the-counter or prescription medication the child needs (see also "Administering Medication to Student"). The physician should attach detailed instructions to this form; a copy of these instructions + form should be included in the plastic baggie with the student medication and the original should be kept in the Safety Binder.

Students with Physician Plan - Emergency Treatment for Anaphylaxis

1. Follow emergency response procedures as outlined in the instructions from the physician (found in the baggie, along with the student's medication, in the Front Office).
2. If the instructions indicate the use of an adrenaline auto injector (EpiPen), trained staff (e.g. Office Manager) should administer the EpiPen (**See Following Page for Detailed Instructions**)
3. Seek urgent medical assistance – call 911 and tell the dispatcher that the medical condition is anaphylaxis or a severe allergy.
4. If unconscious and no pulse is evident, commence Cardio Pulmonary Resuscitation (CPR) and continue until an ambulance arrives. (School leaders are trained in CPR, including OMs and BOMs)

5. Maintain close observation for possible relapse while waiting for ambulance or medical assistance.
6. Maintain airway, breathing and circulation at all times
7. Contact parents/caregivers.

Students WITHOUT a Physician Plan – Emergency Response to Anaphylaxis

Severe allergic reactions or anaphylaxis can occur rarely when there is no history of known allergies. This situation should be treated as an emergency. Under these circumstances there will be no Action Plan. Recognition of the symptoms and/or signs as being anaphylactic may also be a problem. The following steps should be followed:

1. Seek urgent medical assistance – call 911. (If suspected, tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
2. Lay the person flat and elevate the legs if the person is dizzy or seems confused or has a reduced level of consciousness, unless this makes it more difficult for the person to breathe
3. Follow standard resuscitation measures if there is no pulse, no breathing or loss of consciousness – if oxygen is available give it at a high flow rate.

Using an Epinephrine Auto-Injector (EpiPen)

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat it as anaphylaxis.
2. If anaphylaxis symptoms occur, call 911. Stay with the victim. Have others notify the parents and Principal/designee immediately.
3. Have the victim sit down. Reassure the victim and avoid moving him or her.
4. Prepare to administer EpiPen.
 - a. For students in second grade or below, or if less than 66 lbs, use White label EpiPen Jr (0.15 mg)
 - b. For adults and students in third grade or above, or if more than 66 lbs, use Yellow label EpiPen (0.3 mg)
 - c. The EpiPen acts immediately; however the effects last only 10 -15 minutes. *Make sure someone has called 911 for continued care.*
5. EpiPen Administration Procedure- **only by trained staff.**
 - a. Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.
 - b. Hold the black tip near the outer thigh. Never put your thumb, fingers, or hand over the black tip. (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)

- c. Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click. (The EpiPen can be injected through the victim's clothing, if necessary.)
 - d. Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh. (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
 - e. Remove the EpiPen and massage the injection area for several seconds.
 - f. Check the black tip:
 - i. If the needle is exposed, the dose has been delivered
 - ii. If the needle is not exposed, repeat steps b through e
 - g. Dispose of the EpiPen in a "sharps" container or give the expanded EpiPen to the paramedics.
 - h. Call 911, if not previously called.
6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.
 7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
 8. Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
 9. Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharps container, give the expanded EpiPen to the paramedics.
 10. **If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection.** Continue to monitor the victim's airway and breathing.
 11. Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
 12. Document the incident and complete the accident/incident report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information.

DO NOT HESITATE to administer Epipen and to call 911, even if the parents cannot be reached.

- Call 911 immediately. 911 must be called if Epipen is administered.
- Advise 911 dispatch that the student is having a severe allergic reaction and Epipen is being administered.
- Students should remain quiet with a staff member at the location where the symptoms began until EMS arrives.
- Provide a copy of the Severe Allergy Plan to EMS upon arrival.
- Notify the administrator and parent/guardian.

Please also see Rocketship Education Medication Administration Policies in the Appendix.

Asthma Attack

Asthma is a chronic inflammatory disease that causes the airways of the lungs to tighten, leading to wheezing, breathlessness, chest constriction, and coughing. Schools can be full of environmental triggers for student asthma. Students with uncontrolled asthma may miss school more often and have poorer academic performance than healthy students; supporting a strong asthma management program is crucial to ensuring a child's asthma is controlled and that student is ready to learn.

Students with Asthma:

If a student is known to have asthma, the student's parent/guardian should inform the Office Manager and submit a Medication Authorization Form signed by the child's physician and Medication Administration Record for any over-the-counter or prescription medication the child needs (see also "Administering Medication to Student"). The physician should attach detailed instructions to this form; a copy of these instructions + form should be included in the plastic baggie with the student medication and the original should be kept in the Nurse's Binder.

Emergency Response Procedures for Severe Asthma Episode

NEVER leave a student with breathing problems alone, whether or not asthma has been diagnosed. Stay with the student and do not send the student with breathing problems anywhere.

Signs/Symptoms of an Asthma Attack:

1. Very fast or hard breathing.
2. Skin sucking in over the child's stomach or ribs with breathing.
3. Breathing so hard they cannot walk or speak.
4. Lips or fingernail beds turn blue.

Emergency Response:

1. Stay with the student, call for help, and have someone call 9-1-1.
2. Keep the student sitting upright.
3. Ask the student if their quick-relief medication (Albuterol) is with them, or have quick-relief medication brought to student from the Front Office (by Office Manager) and assist in immediate administration (inhaler or nebulizer), in accordance with their Asthma Action Plan.
4. Repeat quick-relief medication every 20 min or as authorized in the student's Asthma Action Plan.
5. Watch breathing and be prepared to administer CPR until paramedics arrive.
6. Have someone notify the student's parents/caregivers.

Communicable and Contagious Disease/Illness

Schools, like other workplaces, can spread communicable diseases. When faced with an outbreak of a communicable or contagious disease, the Principal of a Rocketship school will consult closely with the State Department of Health for accurate medical/outbreak management advice.

When appropriate, if stakeholders are sick with any communicable and contagious diseases, it is recommended they wear a mask.

The following are among the most common communicable diseases in school/childcare settings:

- **Chickenpox:** Chickenpox is a highly contagious disease caused by the varicella virus, a member of the herpes virus family. It is the most commonly reported childhood disease; about 75% of the population has had chickenpox by age 15 and 90% by young adulthood. Chickenpox is most common in winter and early spring. Symptoms of chickenpox commonly appear 13-17 days after infection and include the sudden onset of a low grade fever and tiredness/weakness. This is followed by an itchy blister-like rash.
- **Common Cold:** The common cold (also called viral rhinitis) is a viral infection, characterized by nasal congestion, a clear, runny nose, sneezing, scratchy throat and general malaise.
- **COVID-19:** COVID-19 is an infectious disease caused by a newly discovered coronavirus. Most people infected with the COVID-19 virus will experience mild to moderate respiratory illness and recover without requiring special treatment. (Additional information about COVID-19 policies can be found in the Policy Appendix.)
- **Fifth Disease:** Fifth disease, a mild, usually non febrile rash illness is caused by a human parvovirus (B19). While considered a mild disease Fifth disease is of concern for persons with the following conditions: pregnant, immunocompromised, undergoing chemotherapy

treatment and sickle cell. *Staff with these conditions should consult with their personal health care providers and alert the Principal and regional staff immediately. The Principal and regional staff should contact the State Department of Health if there is a case or outbreak of Fifth disease.*

- **Hepatitis B:** Hepatitis B (formerly known as serum hepatitis) is an infection of the liver caused by a blood borne virus. The disease is fairly common. Hepatitis B causes fatigue, poor appetite, fever, nausea, vomiting, diarrhea, joint pain, hives, and rash. Urine may appear dark in color and jaundice (yellowing of the skin) may result. Symptoms appear 3-6 months after exposure.
- **Influenza (Flu):** Influenza is a viral infection of the nose, throat, bronchial tubes and lungs. There are two main types of virus: influenza A and influenza B. Each type includes many different strains, which tend to change each year.
- **Measles:** Measles is a highly contagious viral disease that causes fever and a rash. Measles is more common in winter and spring. Epidemics of measles can occur. Measles can cause a very high fever, cough, runny nose, and red watery eyes. Roughly 2-4 days after initial symptoms, a rash of red spots develops on the face and spreads over the body. Little white spots (Koplik spots) may appear on the gums and inside the cheeks. A person is contagious 4 days before to 4 days after the appearance of the measles rash. Infection with measles provides lifelong immunity.
- **Meningitis (Bacterial):** Meningitis (bacterial) is a severe bacterial infection of the meninges (a thin lining covering the brain and spinal cord) caused by the bacteria called *Neisseria meningitidis*. Meningococcemia is the term for infections involving the bloodstream. Most people exposed to meningococcus bacteria do not become seriously ill, but some develop fever, headache, vomiting, stiff neck, and rash. This disease can be fatal. Symptoms may occur 2-10 days after exposure. *Staff with these conditions should consult with their personal health care providers and alert the Principal and regional staff immediately. The Principal and regional staff should contact the State Department of Health if there is a case or outbreak.*
- **Meningitis (Viral):** Viral meningitis is a viral infection of the lining (meninges) covering the brain and spinal cord. There are many types of viruses that can cause this disease. Some kinds of viral meningitis and others are not. Symptoms include fever, headache, stiff neck, and fatigue. Rash, sore throat, and intestinal symptoms may also occur. *Staff with these conditions should consult with their personal health care providers and alert the Principal and regional staff immediately. The Principal and regional staff should contact the State Department of Health if there is a case or outbreak.*
- **(MRSA) Methicillin-Resistant Staphylococcus Aureus:** MRSA stands for methicillin-resistant Staphylococcus aureus, but is shorthand for any strain of Staphylococcus bacteria which is resistant to one or more conventional antibiotics. Symptoms depend on the part of the body affected but often include redness, swelling, and tenderness at the site of the infection.

- **Mumps:** Mumps is a viral illness that causes fever and swelling of one or more glands near the jaw. Mumps is more common during winter and spring. Symptoms of mumps include fever, body aches, headaches, and the swelling of one or more of the salivary glands. The parotid gland (just below the ear) is often most affected. Complications can include pain/swelling of the testicles, deafness, arthritis, and problems of the brain and nervous system. People with mumps are contagious from 3 days before to 4 days after symptoms appear. Symptoms usually occur 16-18 days after infection.
- **Tuberculosis:** TB is spread when a person who has active, untreated TB germs in their lungs or throat coughs, sneezes, laughs, or speaks, spreading their germs into the air. A person who breathes in TB germs usually has had very close, day-to-day contact with someone who has active TB disease.
- **Whooping Cough (Pertussis):** Pertussis, also known as whooping cough, is a highly contagious bacterial illness that causes a cough lasting several weeks. Early symptoms of pertussis include a runny nose, sneezing, fever, and cough. About 1-2 weeks later, the cough worsens and patients develop bursts or rapid coughing followed by a “whoop.” A person is contagious from 7 days after exposure to 3 weeks after the appearance of the coughing fits. (Adapted from: <http://www.uft.org/our-rights/meningitis-viral>)

Principles for Dealing with an Outbreak or Incident of Communicable/Contagious Disease on School Grounds

School staff and parents should notify the Principal ASAP of any confirmed cases of common contagious diseases (ex. influenza, pertussis, mumps, measles, chickenpox) or a single incident or a severe contagious disease (ex. TB, meningitis)

In case of an outbreak (**3 or more confirmed cases**) of a common contagious disease, the Principal should alert the Director of Schools and consult with the State Department of Health for next steps (see also: Crisis Response Plan).

In case of an incident of a severe contagious disease, the Principal should alert the Director of Schools and consult with the State Department of Health for next steps (See Crisis Response Plan).

Guidelines for Dealing with an Outbreak of a Communicable Disease:

1. The Principal reports the incident to the Director of Schools.
2. The Director of Schools and Principal report to the State Department of Health to seek guidance on managing the outbreak and to create public communications materials for families with up-to-date medical information
3. If requested, the Principal may share student vaccination information with the State Department of Health (in student cum. files)
4. The Principal will notify families of exposure to this disease by sending home a letter with information on next steps (For example, if a student at a schools is found to have TB, TB tests may be provided at the school site free of charge)

5. The Principal should exclude from school student staff members who have symptoms until it is safe for them to return, per guidelines provided by the State Department of Health (For example, kids with chickenpox may return after their rash has crusted)
6. The Principal should exclude from school student staff members who have symptoms until it is safe for them to return, per guidelines provided by the State Department of Health (For example, kids with chickenpox may return after their rash has crusted)
7. The Principal may also, per Department of Health guidance, exclude infants, *immunocompromised persons (including pregnant women) and non-compliant (unvaccinated) children* or those with *religious exemptions* to vaccination

Head Lice Policy

If a student is suspected of having head lice (i.e., constant itching or tickling feeling in the hair), the school nurse or other trained school employee may examine the hair of the suspected student for lice or nits (lice eggs). In certain circumstances, the employee may also examine other members of that student's household. If a student is positive for live head lice, the student is to be sent home at the end of the school day with information to the parents regarding treatment and control measures. Students with head lice do not need to be sent home early, they can go home at the end of the day, be treated, and return to class after appropriate treatment has begun. Any absences related to head lice will be documented and counted as an excused absence in accordance with Rocketship's Attendance and Truancy Policy.

Exposure Notice

If there are two or more students affected in any class, Rocketship will send home an exposure notice with information about head lice to all parents/guardians in that class. Rocketship will maintain the privacy of students identified as having head lice and excluded from attendance.

Returning to School

Rocketship will provide parents/guardians of affected students with instructions on how to conduct post-treatment examinations on their children. Parents/guardians may send their child back to school when they believe that the child's hair is no longer infested with head lice. Parents should not withhold the child from school for any days longer than necessary; typically, no more than three days. Any absences longer than three days require a doctor's note. If the family is unable to obtain a doctor's note, the family should arrange to have a meeting with the school to discuss the length of absence. The school has the discretion to excuse additional days if school staff determine this is necessary. The school nurse or other trained staff members may reexamine the student's hair upon return. If the student shows no trace of live head lice, the student may return to school.

Bloodborne Pathogens Safety Procedures

Rocketship Policy on Bloodborne Pathogens Safety (All Regions)

The blood borne pathogens safety procedure has been developed by Rocketship Education to promote safe work practices for employees in an effort to reduce occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV) and other blood borne pathogens.

The following are several principles that should be followed by Rocketship employees when working with, or if exposed to, bloodborne pathogens:

- Being prudent and wise in their work to minimize exposure to bloodborne pathogens
- Never underestimate the risk of exposure to bloodborne pathogens
- Rocketship shall work to institute as many engineering and work practice controls as necessary to minimize or eliminate employee exposure to bloodborne pathogens.

To keep this policy current, it will be reviewed and updated as follows:

- At least annually
- Whenever new or modified work tasks or procedures are implemented which may affect occupational exposure to employees.
- Whenever an employee is exposed to a blood borne pathogen.

Methods of Compliance

To effectively eliminate or minimize exposure to bloodborne pathogens, Rocketship has implemented the following methods of compliance.

- Universal Precautions: Rocketship observes the practice of “Universal Precautions” to prevent contact with blood and other potentially infectious materials. As a result, Rocketship employees treat all human blood and bodily fluids as if they are potentially infectious for HBV, HIV and other blood borne pathogens.
- Engineering Controls: When necessary, Rocketship shall use available engineering controls to eliminate or minimize employee exposure to bloodborne pathogens including
- Hand washing facilities (or antiseptic hand cleansers and towels or antiseptic towelettes), which are readily accessible to employees who have potential for exposure.
- Containers for contaminated sharps have the following characteristics:
 - Puncture-resistant
 - Color coded or labeled with a biohazard warning label
 - Leak-proof on the sides and bottom
 - Specimen and Secondary Containers which are:
 - Red in color
 - Puncture-resistant, when necessary
 - Color coded or labeled with a biohazard warning label

- Leak-proof on the sides and bottom
- Workplace Controls: Work practice controls are those that have been implemented to prevent the spread of infectious diseases. Universal precautions include hand washing, gloving (and other personal protective equipment - *PPE*), clean-up and housekeeping techniques
- Hand washing: Employees must always wash their hands before eating, before handling clean equipment and utensils, before and after assisting with feeding, after toileting, or assisting in toileting, after contact with any bodily secretions or fluids, after removing disposable gloves and after completing custodial tasks.
- Gloving (and other personal protective equipment - PPE): Gloves and other PPE should be worn at a minimum under the following conditions:
 - At all times when contact is anticipated with blood or other bodily fluids.
 - When the wearer has an open sore or cut and handling bodily fluids or blood.
 - When rendering first-aid.
 - When cleaning up a spill of blood, bodily fluids, vomit, urine, fecal material or saliva
- Clean-Up of Spills: The following safe practices should be followed when cleaning up spills:
 - Always wear gloves and other PPE as necessary to prevent exposure
 - Use towels or other absorbents in conjunction with soap and water.
 - Use approved disinfectants as necessary.
 - Discard absorbents and other materials in appropriate plastic bag labeled for such items
 - Remove gloves after completing the clean-up procedure and discard them into the same plastic bag as other contaminated items.
- Housekeeping: The following housekeeping practices should be followed to aid in the elimination of potential exposure hazards.
 - Always decontaminate any contaminated surfaces immediately with the appropriate disinfectant.
 - If equipment or PPE become contaminated, immediately remove and replace them
 - Inspect and decontaminate bins, pails or other similar receptacles which may become contaminated
 - Make sure broken glassware, which may be contaminated, is cleaned up using such items as a dust pan, tong, etc. Do not pick up broken glassware directly with your hands.
 - Discard regulated waste in a manner consistent with law.
 - Discard sharps immediately in containers provided for such.
 - Always close containers. If a container is leaking, place one container in a second container. Containers for regulated waste other than sharps are red in color and labeled biohazard.

- The CEO or his/her designee is responsible for organizing the collection and handling of the school's contaminated waste with a HazMat Collection Organization. Written records of regulated waste disposal off site shall be kept by the school.

Information and Training

Employees shall be retrained annually to keep their knowledge of this area current. New employees or those who may be assigned a new task will receive this training as necessary. The CEO or his/her designee is responsible for ensuring that employees who have a potential for exposure to bloodborne pathogens receive this training. Records of the training shall be maintained by the CEO or his/her designee and include names and job titles of attendees, date of training, contents of training provided, and the names and qualifications of instructor(s). The training program shall cover at a minimum:

- [Blood borne Pathogens Standard](#)
- The location of this policy and that it is available for review.
- Appropriate methods for recognizing tasks and activities that may involve exposure to blood and other potentially infectious materials.
- Review of limitations and methods that will prevent or reduce exposure including: engineering controls, workplace practices, PPE.
- Visual warnings of biohazards including signs, labels, and color coded containers
- Information on Hepatitis B Vaccinations including efficacy, safety, method of administration, benefits of the vaccination and the District free vaccination program.
- Actions to take and persons to contact in an emergency involving blood or other potentially infectious materials. Including follow up reporting if an exposure incident occurs and post exposure evaluation including medical consultation to be provided.

Labels and Signs

The biohazard labeling system is used. These labels, which are red in color, are used in conjunction with the approved red color-coded containers to warn employees of possible exposures. The following items at the school are labeled: Containers of regulated waste, disposal containers, other containers used to store contaminated material.

Hepatitis B Vaccinations, Post Exposure and Follow up

The Principal, or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with ROPS' "Exposure Control Plan," employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Employees not identified as having occupational exposure in ROPS' exposure determination may petition to be included in ROPS' employee in-service training and hepatitis B vaccination program. Such a petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Vaccination Program

The vaccination program has been implemented for those employees who may be exposed to bloodborne pathogens during their routine work tasks. There is no cost to employees for the vaccinations. The vaccination program consists of a series of three inoculations over a six month period.

Vaccinations shall be performed under the supervision of a licensed physician or other health care professional. A list of Employees interested in taking part in the vaccination program shall be created and kept. A list of employees who decline to take part in the vaccination program shall be created and kept as well and will have signed a "vaccination declination form". The Principal or a designated employee shall notify interested employees of the time and date of the vaccination, at least 2 weeks prior to the vaccination date.

Post Exposure and Follow-Up

If an employee is accidentally exposed to bloodborne pathogens during the performance of their work, the following shall be immediately conducted:

- Employees shall receive medical consultation and if necessary, treatment.
- An investigation of the circumstance surrounding the exposure incident shall be conducted and a written report prepared within 24 hours of its occurrence. The investigation shall obtain as much information as possible including:
 - Date and time of exposure
 - Location of exposure
 - The type of potentially infectious materials (blood, urine, etc.)
 - Source of infectious materials
 - Circumstances of the exposure (type of work being conducted)

- Cause of exposure if known (accident, equipment malfunction, etc.)
- Was PPE being worn
- Actions taken as a result of the exposure (clean up activities, notifications, medical attention sought, etc.)
- After the investigation, a written summary of the incident, its apparent causes and recommendations to avoid similar incidents in the future.
 - A post-exposure checklist shall be used.
 - Follow-up shall provide exposed employee with the following confidential info:
 - Documentation regarding the routes of exposures and circumstance
 - Identification, if possible, of the source individual (unless infeasible or prohibited by law).
 - If possible, source individual's blood shall be tested to determine if HBV or HIV infectivity. The information obtained here shall also be provided to the exposed employee and a discussion of the applicable laws and regulations concerning disclosure of the identity and infectious status of a source individual conducted. In addition, the exposed employee shall have blood collected and tested for HBV and HIV infectivity.
 - The process is to remain confidential.
 - The healthcare professional treating the employee shall be sent all necessary documents describing exposure, any relevant employee medical records and any other pertinent information.

Written Opinion: The healthcare professional shall provide Rocketship with a written opinion evaluating the exposed employee's situation as soon as possible. The written opinion shall contain only the following:

- Whether Hepatitis B Vaccinations are indicated for the employee.
- Whether the employee has received the Hepatitis B Vaccination
- Confirmation that the employee has been informed of the result of the evaluation
- Confirmation that the employee has been told about medical conditions resulting from the exposure incident which require further evaluation or treatment.

A copy of this opinion shall be forwarded to the employee. After completion of these procedures, the exposed employee shall meet with the qualified healthcare professional to discuss the employee's medical status. This includes the evaluation of any reported illnesses, as well as recommended treatment. Other findings and diagnoses will remain confidential and will not be included in the written report.

Medical records concerning employees are kept confidential and will not be disclosed to another party without the written consent of that employee (except as required by law).

Health Safety for Sport Programs

For schools that operate sports programs for students, it's important to take appropriate measures to reduce health risks for students who participate. Team coaches' primary responsibility is for their players' health and safety and should prioritize these when managing the team. It is recommended that all coaching staff have first aid training that covers common sport injuries and AED usage. In addition, the following guidelines are legal requirements in California and MUST be done for all California schools; they are also suggested for schools in other regions.

Training

All coaches (i.e., any adult who supports a sports team by directing players during practice and/or games) must complete concussion and head injury prevention and identification training before they begin coaching. They should then abide by the guidelines and principles shared in the training.

Rocketship will provide access to training that aligns with the Centers for Disease Control and Prevention (CDC) guidelines on concussion and head injury prevention and identification. For more information please reach out to the manager of Personalized Learning.

AED access

Each campus should have an AED available onsite for use if needed. The AED should be left in an accessible space and left in good working condition.

Anti-Bullying Procedures

Rocketship desires to provide a safe school environment that allows all students equal access and opportunities in our schools' academic and other educational programs, services, and activities. Rocketship prohibits, at any Rocketship school or activity, discrimination, harassment, intimidation, or bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. School personnel must take immediate steps to intervene when safe to do so when he or she witnesses an act of discrimination, harassment, intimidation or bullying ("DHIB").

These processes, including consideration of cyberbullying, are elaborated on in Rocketship's Discrimination, Harassment, Intimidation, and Bullying Policies, which can be found in the appendix.

Rules and Procedures on School Discipline

Safety, order, and student discipline are fundamental to learning at Rocketship. Rocketship expects all students to behave in a way that fosters a safe and welcoming environment for other students, Rocketship staff, and community members.

Students will be subject to disciplinary action if they engage in prohibited conduct while on school property, when attending any school-sponsored activity, or while in transit going to or coming from a Rocketship campus. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

School discipline rules and procedures are elaborated on in Rocketship's Student Discipline Policies, which can be found in the appendix.

Self-Harm/Suicide Threat

Rocketship Public Schools recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, Rocketship has developed prevention strategies and intervention procedures. In compliance with Education Code section 215, this policy has been developed in consultation with Rocketship school-employed mental health professionals (e.g., school counselors, psychologists), administrators, other school staff members, the county mental health plan, and other community stakeholders in planning, implementing, and evaluating Rocketship's strategies for suicide prevention and intervention. Rocketship must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, Rocketship may appoint an individual (or team) to serve as the suicide prevention point of contact for Rocketship. The suicide prevention point of contact for Rocketship and the Principal shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Staff Development

Rocketship, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff).

Employee Qualifications and Scope of Services

Employees of Rocketship must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Parents, Guardians, and Caregivers Participation and Education

Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by making it easily accessible on the Rocketship Web page and included in the Parent Handbook.

Parents/guardians/caregivers may also have access to suicide prevention training.

Intervention and Emergency Procedures

Rocketship designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. Mental Health Provider
2. Principal (or Assistant Principal)

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Principal or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at Rocketship or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - A. Securing immediate medical treatment if a suicide attempt has occurred
 - B. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
 - C. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - D. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
 - E. Moving all other students out of the immediate area.
 - F. Not sending the student away or leaving him/her alone, even to go to the restroom.
 - G. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
 - H. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, Rocketship shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, Rocketship may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Rocketship.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Rocketship campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in Rocketship's safety plan and/or Crisis Response Plan.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through Rocketship activities to notify a teacher, the Principal, another Rocketship administrator, psychologist, Rocketship counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Rocketship staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. Rocketship shall follow its Crisis Response Plan to determine the most appropriate postvention.

Serious Injury or Death at the School

The death of a student or staff member is traumatic to school communities, whether the death was the result of a long illness or an act of violence. Principals should refer to the Rocketship Crisis Response Plan – Serious Injury or Death (Grief) protocol for actions to take following a serious injury or death at the school.

Staff members should know the following:

1. In case of serious injury or death, do not move the victim unless absolutely necessary. Do not leave an injured student alone. Send a runner to notify the Principal and Office Manager ASAP.
2. A School Leader will call 911.
3. The Office Manager should administer First Aid (See Part Four: First Aid and Medical Conditions in this Health/Safety Plan).
4. If students are in the same space as a student who is seriously injured, they should be escorted elsewhere.
5. Do not make announcements about an accident or incident over the intercom.
6. The Principal should refer to the Rocketship Crisis Response Plan for next steps to stabilize the situation and support the school community.

California - Supporting Students Impacted by Community Violence

In developing our school's safety plan, it was imperative to include comprehensive guidelines for caring for students who have witnessed a violent act at any time. First and foremost, we have prioritized creating a safe and supportive environment that encourages open communication by

having Wellness Counselors at each of our 13 schools. We identify and train staff members, including teachers and counselors, to recognize signs of trauma and distress in students who may have experienced violence every summer during our teacher and school leader professional development. We have implemented a trauma-informed approach that involves fostering a culture of empathy, understanding, and patience, where students feel comfortable sharing their experiences. We exercise this every day of school during our community meeting time which is a social-emotional learning (SEL) lesson led by teachers using our Rocketship developed SEL curriculum called The Shortest Distance (TSD).

Additionally, we have found that collaboration with mental health professionals and community resources is vital to ensure a continuum of care for affected students. This is why we have earmarked funding to both our Wellness + MTSS and Care Corps Teams who execute these services for our students and families. Establishing protocols for immediate intervention and ongoing support, such as counseling services and support groups, is crucial, and we do this three times a year by gathering social emotional and behavioral data. This data informs the creation of eight to nine week intervention cycles in Fall, Winter, and Spring each year. By providing a multi-tiered system of support, incorporating both preventative and responsive strategies, we have created resilient and compassionate school communities that prioritize the well-being of students who have witnessed violent acts, fostering healing and recovery over time.

California Assessment of Status of School Crime

Rocketship Mateo Sheedy:

From Sept 1, 2024 to Feb 1, 2025 there were no on campus crimes at Rocketship Mateo Sheedy. The reported crimes in a half mile radius of Rocketship Mateo Sheedy were: Assault (75), Burglary (29), Disturbing the Peace (226), Drugs / Alcohol Violations (13), DUI (4), Fraud (12), Motor Vehicle Theft (53), Robbery (9), Sex Crimes (14), Theft / Larceny (24), Vandalism (30), Vehicle Break-In / Theft (21), Weapons (11).

Rocketship Si Se Puede:

From Sept 1, 2024 to Feb 1, 2025 there were no on campus crimes at Rocketship Si Se Puede. The reported crimes in a half mile radius of Rocketship Si Se Puede were: Arson (1), Assault (78), Burglary (26), Disturbing the Peace (165), Drugs / Alcohol Violations (23), DUI (7), Fraud (7), Motor Vehicle Theft (35), Robbery (7), Sex Crimes (18), Theft / Larceny (21), Vandalism (28), Vehicle Break-In / Theft (6), Weapons (7).

Rocketship Mosaic:

From Sept 1, 2024 to Feb 1, 2025 there were no on campus crimes at Rocketship Mosaic. The reported crimes in a half mile radius of Rocketship Mosaic were: Arson (5), Assault (72), Burglary (18), Disturbing the Peace (259), Drugs / Alcohol Violations (15), DUI (10), Fraud (10), Motor Vehicle Theft (29), Robbery (13), Sex Crimes (10), Theft / Larceny (51), Vandalism (27), Vehicle Break-In / Theft (24), Weapons (3).

Rocketship Fuerza:

From Sept 1, 2024 to Feb 1, 2025 there were no on campus crimes at Rocketship Fuerza. The reported crimes in a half mile radius of Rocketship Fuerza were:

Assault (81), Burglary (32), Disturbing the Peace (209), Drugs / Alcohol Violations (22), DUI (7), Fraud (20), Motor Vehicle Theft (40), Robbery (7), Sex Crimes (23), Theft / Larceny (44), Vandalism (35), Vehicle Break-In / Theft (13), Weapons (8).

Rocketship Spark:

From Sept 1, 2024 to Feb 1, 2025 there were no on campus crimes at Rocketship Spark. The reported crimes in a half mile radius of Rocketship Spark were:

Assault (38), Burglary (5), Disturbing the Peace (66), Drugs / Alcohol Violations (7), Fraud (6), Motor Vehicle Theft (31), Robbery (3), Sex Crimes (3), Theft / Larceny (27), Vandalism (15), Vehicle Break-In / Theft (10), Weapons (2).

Rocketship Rising Stars:

From Sept 1, 2024 to Feb 1, 2025 there was one instance of a burglary at Rocketship Rising Stars. The reported crimes in a half mile radius of Rocketship Rising Stars were:

Assault (47), Burglary (12), Disturbing the Peace (141), Drugs / Alcohol Violations (11), Fraud (9), Motor Vehicle Theft (50), Robbery (11), Sex Crimes (16), Theft / Larceny (16), Vandalism (15), Vehicle Break-In / Theft (9), Weapons (3).

Rocketship Brilliant Minds Academy:

From Sept 1, 2024 to Feb 1, 2025 there was one instance of a burglary at Rocketship Brilliant Minds. The reported crimes in a half mile radius of Rocketship Brilliant Minds were:

Assault (81), Burglary (20), Disturbing the Peace (222), Drugs / Alcohol Violations (9), DUI (5), Fraud (5), Motor Vehicle Theft (38), Robbery (9), Sex Crimes (4), Theft / Larceny (37), Vandalism (20), Vehicle Break-In / Theft (13), Weapons (5).

Rocketship Los Suenos:

From Sept 1, 2024 to Feb 1, 2025 there were no on campus crimes at Rocketship Los Suenos. The reported crimes in a half mile radius of Rocketship Los Suenos were:

Assault (64), Burglary (12), Disturbing the Peace (113), Drugs / Alcohol Violations (7), DUI (5), Fraud (7), Motor Vehicle Theft (33), Robbery (6), Sex Crimes (7), Theft / Larceny (21), Vandalism (18), Vehicle Break-In / Theft (5), Weapons (3).

Rocketship Alma Academy:

From Sept 1, 2024 to Feb 1, 2025 there were no on campus crimes at Rocketship Alma Academy. The reported crimes in a half mile radius of Rocketship Alma Academy were:

Arson (1), Assault (103), Burglary (16), Disturbing the Peace (361), Drugs / Alcohol Violations (20), DUI (5), Fraud (10), Motor Vehicle Theft (60), Robbery (11), Sex Crimes (39), Theft / Larceny (50), Vandalism (30), Vehicle Break-In / Theft (20), Weapons (4).

Rocketship Discovery Prep:

From Sept 1, 2024 to Feb 1, 2025 there were no on campus crimes at Rocketship Discovery Prep. The reported crimes in a half mile radius of Rocketship Discovery Prep were:

Arson (1), Assault (46), Burglary (16), Disturbing the Peace (78), Drugs / Alcohol Violations (16), DUI (5), Fraud (7), Motor Vehicle Theft (22), Robbery (7), Sex Crimes (8), Theft / Larceny (21), Vandalism (13), Vehicle Break-In / Theft (13), Weapons (1).

Rocketship Redwood City: There were no on campus crimes at Rocketship Redwood City.

Rocketship Delta Prep: There were no on campus crimes at Rocketship Delta Prep.

Rocketship Futuro Academy: There were no on campus crimes at Rocketship Futuro Academy.

As indicated by the data, Rocketship campuses have had only two incidents that were the subject of reporting. Rocketship's investments in positive behavioral supports and social emotional learning foster a positive environment for students, staff and the community. Rocketship's focus on safety and security of our facilities continues to minimize school crime.

Policy Appendix - All Regions

Covid-19 Health and Safety

Rocketship continues to follow local guidance, regulations and health department directions in responding to the COVID-19 pandemic. In CA, all schools have adopted the CDPH's Testing Framework for K-12 schools.

Student Discipline Policy (CA, WI, DC)

Rocketship promotes positive behavior at school and aims to create learning environments that are more consistent, predictable, positive, and safe. We clearly define behavioral expectations and consequences, create systems for recognizing and reinforcing positive behaviors, and provide our students with social-emotional learning.

Students will be subject to disciplinary action if they engage in prohibited conduct while on school property, when attending any school-sponsored activity or while in transit going to or coming from a Rocketship campus. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

Rocketship classrooms also use a variety of management systems to address behavioral issues. These may include color-coded card chart systems and other tiered consequences.

If students do not respond to our positive behavior supports or classroom management systems, Rocketship may take alternative in-school disciplinary action.

In-school Disciplinary Actions

Rocketship relies on proactive, preventive supports to promote positive behavior at school. Rocketship has implemented a Positive Behavior Interventions and Supports (PBIS) framework in all schools. The fundamental purpose of PBIS is to create learning environments that are more consistent, predictable, positive, and safe. Key PBIS practices include clearly defined behavioral expectations and consequences, systems for recognizing and reinforcing positive behaviors, data-based decision making, multi-tiered systems of support, and the implementation of core social-emotional learning curricula.

Rocketship classrooms also use a variety of management systems to address behavioral issues. These may include color-coded card chart systems and other tiered consequences.

In the event that Rocketship's PBIS infrastructure and classroom management systems are

insufficient to prevent disciplinary infraction, or a disciplinary infraction is serious enough to immediately warrant additional discipline, Rocketship may take alternative in-school disciplinary action. These actions depend on the circumstances of the offense and may include, but are not limited to, the following:

- Sending the student to the Principal's office.
- Excluding the student from classroom activities or privileges through a "time out" or temporary placement in another classroom.
- Calling or writing/emailing the student's parent/guardian.
- Arranging a conference with the student, parent, teacher and/or administrator.
- Implementing an individualized behavior plan for the student.
- Implementing counseling sessions with a designated staff member.
- Sending the student to a peer mediation.
- Requiring that the student complete a reflective essay or assignment.
- Requiring that the student take actions to counteract/ameliorate a problem (i.e., fixing something the student broke).
- Referring the student to a Student Support Team.
- Restricting the student's participation in after-school/extra-curricular activities or field trips.
- Holding the student for detention or additional instructional time during lunch or before/after school.
- Confiscating inappropriate items related to the disciplinary infraction.

Corporal punishment shall not be used as a disciplinary measure against any student. "Corporal punishment" includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, "corporal punishment" does not include an employee's use of force, restraint and/or seclusion that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

As described above, severe infractions that threaten the safety or health of students, staff or others, may be cause for suspension or expulsion, as outlined in Rocketship's Suspension and Expulsion Policy.

Seclusion and Restraint Policy

Rocketship is dedicated to using the Positive Behavior Intervention and Supports framework to proactively teach and reinforce positive behaviors. Additionally, Rocketship has Student

Discipline and Suspension and Expulsion policies to address a spectrum of behavioral infractions. However, Rocketship recognizes the possibility that emergency situations may arise where it becomes necessary for staff to use a seclusion or restraint to protect the safety of students. This policy addresses definitions of seclusion and restraint; requirements that staff must meet when using seclusion and restraint; recordkeeping requirements; and guidelines for staff to consider when using seclusion or restraint.

I. Definitions

“Seclusion” is defined as the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. The following are *not* considered “seclusion” for the purposes of this policy:

- *Time-out from reinforcement as a form of strategic behavior modification.* Staff members may limit a student’s access to reinforcement in an effort to extinguish an inappropriate behavior. When this is a part of an approved behavior modification program, the student is monitored in a non-locked setting, and as long as the student is not physically prevented from leaving the alternative space, this is not considered seclusion.
- *Students voluntarily accessing a separate space as to facilitate de-escalation or problem-solving.* Again, as long as students are monitored and not being physically prevented from leaving, this is not considered “seclusion.”

“Restraint” is defined personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The following are *not* considered “restraint” for the purposes of this policy

- *Physical escort.* Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location
- *Behavioral interventions as a means of calming or comforting.* For example, proximity control, verbal soothing, or sensory inputs (such as a “squeeze”) might be used as a component of an approved behavior modification program and are not considered “restraint.”

“Emergency circumstance” is defined as a circumstance that meets both of the following criteria:

- Intervention is necessary to protect the student or another person from imminent, serious physical harm; and
- Other less intrusive, non-physical interventions have failed or have been determined inappropriate.

II. Requirements for Use of Seclusion and Restraint

Rocketship prohibits the use of restraint or seclusion except in an emergency circumstance. Any restraint or seclusion shall be applied only by school personnel who are trained in the

appropriate use of specific authorized techniques.

In accordance with state law, Rocketship personnel may not use or authorize any seclusion or restraint intervention that does any of the following:

- Is designed to, or likely to, cause physical pain, including electric shock;
- Involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the student;
- Denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- Is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
- Employs a device, material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
- Is a locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
- Precludes adequate supervision of the student;
- Deprives the student of one or more of his/her senses.

A space used for seclusion shall, at a minimum, be free of objects and fixtures with which a student could self-inflict bodily harm, shall provide school personnel an adequate view of the student from an adjacent area, and shall provide adequate lighting and ventilation. If the room does not include a window that allows school personnel to see the student at all times, then a staff member must remain in the seclusion area with the student.

The use of physical restraint shall include a degree of force and duration that do not exceed the degree and duration that are reasonable and necessary to resolve the clear, present, and imminent risk to the physical safety of the student or others. Physical restraint should not be used if there are any medical contraindications to its use.

If school staff are unable to resolve the matter with the use of seclusion or restraint in accordance with this Policy, the student shall be allowed to remain in place until local law enforcement officers can be summoned to relocate the student or take the student into custody.

III. Recordkeeping

Rocketship shall maintain written incident reports for each incident involving a restraint or seclusion. The reports shall be placed in the student's permanent file and maintained as part of his/her education record. Rocketship will promptly contact a student's parent/guardian plan if a seclusion or restraint is used on that student during the school day and will provide the parent/guardian with a copy of the incident report within one school day.

A Behavior Emergency Report Form must also be completed following the use of a physical restraint with a child with a disability. This form must be provided to the student's parent/guardian within one school day and a copy must be filed in the student's special

education records.

The incident report and, when relevant, Behavior Emergency Report form will include the following information:

- Location of the incident leading to restraint/seclusion
- A description of the incident, including the names of any persons involved and details of any injuries sustained as a result of the incident
- Time and duration of restraint/seclusion
- Staff members involved
- Interventions attempted prior to restraint/seclusion
- Whether the student is currently engaged in any systematic behavioral intervention plan
- Description of attempts to de-escalate prior to restraint/seclusion
- Description of the student's behavior that promoted the need for restraint/seclusion
- Description of any injuries sustained by the student or staff during the restraint/seclusion

Rocketship will retain all reports prepared under this policy and will track the number of incidents of seclusion and restraint used during the school year, including the total number of students with disabilities who were involved in the incidents.

IV. Training

All School Leaders and ISE personnel are trained in the Nonviolent Crisis Intervention program annually. Previously-certified staff members participate in a shorter "refresher" course annually. The Nonviolent Crisis Intervention program is the worldwide standard in crisis prevention and intervention, and the program is aligned with each of the aforementioned guiding principles for the use of restraint and seclusion.

V. Guiding Principles

In addition to following the requirements and procedures for using a seclusion or restraint outlined in Sections I-IV of this policy, Rocketship staff will abide by the following 15 principles from the U.S. Department of Education to guide the use of seclusion and restraint at all Rocketship schools.

- Every effort should be made to prevent the need for the use of restraint and for the use of seclusion.
- Schools should never use mechanical restraints to restrict a child's freedom of movement, and schools should never use a chemical, drug or medication to control behavior or restrict freedom of movement (except as authorized by a licensed physician or other qualified health professional).
- Physical restraint or seclusion should not be used except in situations where the child's behavior poses imminent danger of serious physical harm to self or others and other interventions are ineffective and should be discontinued as soon as imminent danger of serious physical harm to self or others has dissipated. (See Sections I-II above.)

- Policies restricting the use of restraint and seclusion should apply to all children, not just children with disabilities.
- Any behavioral intervention must be consistent with the child's rights to be treated with dignity and to be free from abuse.
- Restraint or seclusion should never be used as punishment or discipline (i.e. placing in seclusion for out-of-seat behavior), as a means of coercion or retaliation, or as a convenience.
- Restraint or seclusion should never be used in a manner that restricts a child's breathing or harms the child.
- The use of restraint or seclusion, particularly when there is repeated use for an individual child, multiple uses within the same classroom, or multiple uses by the same individual, should trigger a review and, if appropriate, revision of strategies currently in place to address dangerous behavior; if positive behavioral strategies are not in place, staff should consider developing them.
- Behavioral strategies to address dangerous behavior that results in the use of restraint or seclusion should address the underlying cause or purpose of the dangerous behavior.
- Teachers and other personnel should be trained regularly on the appropriate use of effective alternatives to physical restraint and seclusion, such as positive behavioral interventions and supports and, only for cases involving imminent danger of serious physical harm, on the safe use of physical restraint and seclusion.
- Every instance in which restraint or seclusion is used should be carefully and continuously and visually monitored to ensure the appropriateness of its use and safety of the child, other children, teachers, and other personnel. (See Section III above.)
- Parents should be informed of the policies on restraint and seclusion at their child's school or other educational setting, as well as applicable Federal, State, or local laws.
- Parents should be notified as soon as possible following each instance in which restraint or seclusion is used with their child. (See Section III above.)
- Policies regarding the use of restraint and seclusion should be reviewed regularly and updated as appropriate.
- Policies regarding the use of restraint and seclusion should provide that each incident involving the use of restraint or seclusion should be documented in writing and provide for the collection of specific data that would enable teachers, staff, and other personnel to understand and implement the preceding principles. (See Section V above.)

VI. Students Receiving Special Education Services

Different states have different laws that govern the use of seclusion and restraint on students receiving special education services. The legal requirements for each state in which Rocketship

schools are located are addressed in turn below. *Each school is required to follow the law for the state in which it is located.*

California

Under EC § 56521.1, if a behavioral intervention report is written for a student with special needs who does not have a behavioral intervention plan, the designated administrator responsible for the student's IEP must, within two days, schedule an IEP team meeting to review the emergency report, determine the necessity for a functional behavioral assessment, and determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both.

If a behavioral emergency report is written for a student with special needs who has a positive behavioral intervention plan, the IEP team will review the incident if it involves a previously unseen serious behavior problem or if a previously designated intervention is ineffective. The IEP team will determine whether the incident constitutes a need to modify the positive behavioral intervention plan.

D.C.

For students with disabilities, restraint and seclusion may be used only when it is included in the student's IEP, Section 504 Plan, and/or Behavior Intervention Plan. The restraint must be used to address specific behaviors under defined circumstances and must be implemented by appropriate staff.

Tennessee

Physical Holding Restraints Not Prohibited

Under T.C.A. § 49-10-1305(e)(3), the use of a physical holding restraint on a student receiving special education services is *not* prohibited in the following circumstances:

- The brief holding by an adult in order to calm or comfort;
- The minimum contact necessary to physically escort a student from one area to another;
- Assisting a student in completing a task or response if the student does not resist, or if resistance is minimal in intensity or duration; or
- Holding a student for a brief time in order to prevent any impulsive behavior that threatens the student's immediate safety.

In any of the above circumstances, Rocketship is not legally required to notify the student's parent/guardian.

Isolation Room Guidelines

Under T.C.A. § 49-10-1305(g), any space used as an isolation room for a student receiving special education services must meet the following conditions:

- Unlocked and incapable of being locked;
- Free of any condition that could be a danger to the student;
- Well-ventilated and temperature controlled;

- Sufficiently lighted;
- Where school personnel are in continuous direct visual contact with the student at all times;
- At least 40 square feet; and
- In compliance with all applicable state and local fire, health, and safety codes.

IEP

Under T.C.A. § 49-10-1304(d), individualized education programs (IEPs) that provide for the use of isolation or restraint in emergency situations shall also contain a data driven functional behavioral assessment and a plan for modification of the behavior developed and implemented by a qualified team of professionals.

If the student's IEP does not provide for the use of isolation or restraint for the behavior precipitating such action or if school personnel are required to use isolation or restraint over an extended period of time, then an IEP meeting shall be convened within 10 days following the use of the isolation or restraint. If the behavior precipitating the action also warrants a change of placement, the child will have all rights provided under applicable federal and state law.

Wisconsin

Under Wis State. § 118.305(5), the first time that seclusion or physical restraint is used on a student with a disability, the student's IEP team must convene as soon as possible after the incident. The IEP team must review the student's IEP to ensure that it contains appropriate positive behavioral interventions and supports and other strategies to address the behavior of concern. The IEP should be revised if necessary.

Policy Appendix - California

Mandated Reporter Policy

In California, certain professionals are required to report known or suspected child abuse. Educators, including teachers, aides, school administrators, office workers, and all other employees of public schools are considered “mandated reporters” by law. As an employee of a Rocketship school, or an employee of the Rocketship National office who has regular contact with children, you are a mandated reporter. A mandated reporter must make a report to a “child protective agency” such as the Department of Family and Children’s Services and local law enforcement whenever, in his/her professional capacity and within the scope of employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been a victim of child abuse.

This “Mandated Reporter Policy” is intended to educate Rocketship school employees of their responsibilities and rights under the Child Abuse and Neglect Reporting Act (“Act”), as well as the procedures for complying with the Act.

When Must You Report?

The Act requires a report to be made when a mandated reporter has a “reasonable suspicion” of abuse. According to CA Penal Code § 11166(a)(1) “reasonable suspicion” means that it is “objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect.”

The language chosen in the statute was deliberate and was drafted to ensure that a maximum number of abused children are identified and protected. As an educator, your role is not to serve as an investigator. If you feel that an ordinary person in your position would have any reason to suspect abuse, you are required to immediately report your suspicions.

What Types of Abuse Must Be Reported?

Under applicable law, when the victim is a child (ordinarily a person under the age of eighteen [18]), the following types of abuse must be reported by all legally mandated reporters.

The perpetrator can be any adult or child, with the exception of a “mutual affray between minors” (i.e., a school yard fight).

Physical Abuse

Physical Abuse means non-accidental bodily injury that has been or is being willfully inflicted on a child. It includes willful harming or injuring of a child or endangering of the person or health of a child defined as a situation where any person willfully causes or permits any child to suffer, or inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered.

Severe Physical Abuse

Severe Physical Abuse includes any single act of abuse which causes physical trauma of sufficient severity that, if left untreated, would cause permanent physical disfigurement, permanent physical disability, or death; any single act of sexual abuse which causes significant bleeding, deep bruising, or significant external or internal swelling; or repeated acts of physical abuse, each of which causes bleeding, deep bruising, significant external or internal swelling, bone fracture, or unconsciousness.

Neglect

Neglect means the negligent treatment or maltreatment of a child by acts or omissions by a person responsible for the child’s welfare under circumstances indicating harm or threatened harm to the child’s health or welfare, including physical and/or psychological endangerment. The term includes both severe and general neglect.

Severe Neglect

Severe Neglect includes the negligent failure to protect a child from severe malnutrition or medically diagnosed non-organic failure to thrive and/or to permit the child or the child’s health to be endangered by intentional failure to provide adequate food, clothing, shelter or medical care.

General Neglect

General Neglect includes the failure to provide adequate food, shelter, clothing, and/or medical care, supervision when no physical injury to the child occurs.

NOTE: A child receiving treatment by spiritual means or not receiving specified medical treatment for religious reasons, shall not for that reason alone be considered a neglected child. An

informed and appropriate medical decision made by a parent or guardian after consultation with a physician or physicians who have examined the child does not constitute neglect. See Assessment of Medical Neglect.

Sexual Abuse

Sexual Abuse is the victimization of a child by sexual activities including, but not limited to sexual assault, rape (statutory rape and rape in concert), incest, sodomy, lewd and lascivious acts upon a child under fourteen (14) years of age, oral copulation, penetration of a genital or anal opening by a foreign object, child molestation and unlawful sexual intercourse. Also, please be aware that it is sexual abuse if the parent or guardian has failed to adequately protect the child from sexual abuse when the parent or guardian knew or reasonably should have known that the child was in danger of sexual abuse.

Sexual Exploitation

Sexual Exploitation involves any person or person who is responsible for a child's welfare who knowingly promotes, aids or assists, employs, uses, persuades, induces or coerces a child, or knowingly permits or encourages a child to engage in, or assists others to engage in, prostitution or live performance involving obscene sexual conduct or to either pose or model alone or with others for the purpose of preparing a film, photograph, negative, slide, drawing, painting or other pictorial depiction involving obscene sexual conduct.

NOTE: Unlawful sexual intercourse is defined as an adult who engages in an act of sexual intercourse with a minor or any person who engages in an act of unlawful sexual intercourse with a minor who is more than three (3) years younger, or a person twenty-one (21) years or older with a minor who is under sixteen (16) years old.

Non-Sexual Exploitation

Non-Sexual Exploitation involves forcing or coercing a child into performing acts which are beyond his/her capabilities, such as being employed for long hours and/or in a job which is dangerous or beyond his/her capabilities or forcing or coercing the child into illegal or degrading acts such as stealing, panhandling, and/or drug sales. Generally, these acts benefit the perpetrator in some way.

Emotional Abuse

Emotional Abuse is non-physical mistreatment, the results of which may be characterized by disturbed behavior on the part of the child, such as severe withdrawal, regression, bizarre behavior, hyperactivity, or dangerous acting-out behavior. Such disturbed behavior is not

deemed, in and of itself, to be evidence of emotional abuse. Exposure to repeated violent, brutal or intimidating acts among household members (domestic violence) is emotional abuse.

Caretaker Absence

Caretaker Absence is specific to the caregiver's situation rather than to the child's and may be used in addition to general neglect or substantial risk of harm allegations. This allegation type shall be used in either of the following circumstances:

- **Caretaker Absence:** The child's parent has been incarcerated, hospitalized or institutionalized and cannot arrange for the care of the child; parent's whereabouts are unknown or the custodian with whom the child has been left is unable or unwilling to provide care and support for the child.
- **Caretaker Incapacity:** The child's parent or guardian is unable to provide adequate care for the child due to the parent or guardian's mental illness, developmental disability or substance abuse.

Procedures for Reporting

(1) The moment you have a reasonable suspicion of abuse, reports must be made immediately or as soon practically possible by phone.

(2) Reports must be made to a county welfare department, probation department (if designated by the county to receive mandated reports), or to a police or sheriff's department.

(a) In the San Jose Area, you can contact the Santa Clara County Department of Family and Children's Services twenty-four (24) hours a day by calling the: Child Abuse and Neglect Center (408) 299-2071

(b) If you are unable to make your report at the number listed above, or you are informed that the incident is one which they will not investigate, please contact the police station closest to your school site.

(3) Within thirty-six (36) hours of the initial phone call, you must mail a written report to the same agency. The written report must be submitted on a Department of Justice

Form SS 8572.

(4) If you contact the Santa Clara County Department of Family and Children's Services, mail your written report to: Santa Clara County Department of Family and Children's Services Child Abuse and Neglect Center, 373 West Julian St., Second Floor, San Jose CA 95110

(5) Joint Knowledge

(a) It is the policy of Rocketship that a mandated reporter who is making a report, as required, is also to inform the Principal of the school of the suspected abuse, unless the Principal is the subject of the suspicion. You are not required to identify yourself to the Principal when you inform them. REMEMBER, reporting the information to the Principal or any other person shall not be a substitute for your making a mandated report to one of the agencies specified above.

(b) However, when two (2) or more persons who are mandated reporters jointly have knowledge of a known or suspected instance of child abuse, and when there is agreement among them, the telephone report and written report may be made by a single member of the team. Any member of a team who has knowledge that the member designated to report failed to do so must thereafter make the report themselves.

(6) Knowledge that a report has already been made by an outside party is not a substitute for making a mandated report.

(7) After the report is made, Child Protection workers and/or law enforcement officers may contact you to gather additional information to aid in their investigation. You may have knowledge about the child and/or family which can aid the investigators in making accurate assessments and providing appropriate services. After the investigation has been completed or the matter reaches a final disposition, the investigating agency shall inform the mandated reporter of the results of the investigation and any action the agency is taking.

(8) Immunity from Liability. Mandated reporters have immunity from criminal or civil liability for reporting as required, unless the report is proven to be false and the person reporting knows it is false, or the report is made with reckless disregard of the truth or falsity of the incident. Mandated reporters and others acting at their direction are not liable civilly or criminally for photographing the victim and disseminating the photograph with the report.

(9) No supervisor or administrator may impede or inhibit a report or subject the reporting person to any sanction.

(10) The identity of the reporting party and the contents of the child abuse report are confidential and may only be disclosed to specified persons and agencies.

(11) In the event a civil action is brought against a mandated reporter as a result of a required or authorized report, he or she may present a claim to the State Board of Control for reasonable attorney's fees incurred in the action if he or she prevails in the action or the court dismisses the action.

(12) Failure to report suspected abuse is a misdemeanor punishable by imprisonment or fine or both.

Training

RPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code § 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

Student Dress Code

Student uniforms help minimize disruption during the school day, promote respect for oneself and others, and foster school/community spirit.

All students are expected to wear the Rocketship uniform to school every day. The Rocketship uniform consists of a khaki bottom (pants, shorts, dress, skirt, or skorts) and **green, or dark purple collared shirt**. Students may also wear a dark purple or dark green Rocketship polo shirt or t-shirt. Sweaters & Jackets must be green, purple or black if they must wear it in school building. Shirts must be tucked in at all times, which Rocketship considers being "dressed for success."

Students should also wear closed toe shoes. Sandals, Crocs, and open toe shoes are not considered to be safe or appropriate for school. Students must wear closed-toe shoes at all

times. Sneakers or tennis shoes are preferred. Shoes must stay securely on the foot. No heels or wheels on shoes.

Students should only carry backpacks provided by the school. Backpacks will be provided on the first week of school.

The following are considered to be dress code violations and are NOT permitted on any Rocketship campus:

- Dresses and shorts which are shorter than mid-thigh
- Spaghetti straps (smaller than two inches, or the width of a credit card)
- Tank tops (including white, ribbed undershirts)
- Clothing or accessories that are sexually provocative
- Clothing or accessories that identify a student with non-school clubs, profanity, obscenity, references to drugs, alcohol, tobacco, gangs (red or blue color) or prison culture name insignia
- Attire with writing that degrades individuals or groups Body piercings that create a safety hazard are not acceptable; moderate sized earrings are acceptable
- Platform shoes or high heels
- Underwear or undergarments that are visible
- Tops that show the midriff area
- Pants that sag around the waist
- Intentionally torn pants or jeans
- Untied shoelaces
- Bandanas, hairnets, headbands, doo rags, and non-Marshall hats (also includes beanies, baseball caps, etc.)
- Sunglasses or Marshall hats may not be worn in the building, but may be worn outside to protect from the sun

In addition, Rocketship may contact the student's parent/guardian to discuss the dress code violation.

Discrimination, Harassment, Intimidation, and Bullying Policy

Statement of Non-Discrimination

Rocketship is committed to equal opportunity for all individuals in education. Harassment, intimidation, bullying, and sexual harassment are all forms of discrimination and are disruptive behaviors that interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. Rocketship prohibits discrimination in all forms, inclusive of instances that occur on any area of the school campus, at

school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. It does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic.

Rocketship adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004. Rocketship is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. Rocketship prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

Rocketship does not condone or tolerate harassment of any type, including bullying, discrimination, or intimidation, by any employee, independent contractor or other person with which the Rocketship does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. To the extent possible, Rocketship will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to respond to such behaviors in a timely manner. Rocketship school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so. Rocketship will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Harassment and Retaliation Prohibited

Harassment is a form of discrimination and Rocketship is committed to maintain a learning environment that is free from harassment. Rocketship prohibits harassment based on an individual’s membership in a protected class by a student, teacher, administrator or other school personnel, by any other person who is participating in, observing, or otherwise engaged in school activities, including sexual harassment and harassment consistent with Title IX, 20 U.S.C. § 1681 et seq. and state law. It prohibits harassment based upon race, color, religion, national origin, sex, age, personal appearance, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a complainant of an intrafamily offense, place of business or residence, credit information, gender, gender identity, gender expression, marital status, sexual orientation, pregnancy, childbirth, reproductive health decisions, or related medical conditions, or any other basis protected by applicable law.

Prohibited Harassment includes, but is not limited to the following:

- Any unwelcome physical, verbal, nonverbal, or electronic conduct based on the aforementioned protected traits.
- Prohibited stalking that involves a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Prohibited Sexual Harassment includes, but is not limited to the following:

- Unwelcome sexual advances of a student by another student; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication (including electronic communication) of a sexual nature (including sexual assault) that adversely affects the student in the ways set forth above.
- Abusive or coercive behavior or dating violence against one student by another student where a dating partner uses threats of, or actually uses physical, emotional, economic, technological, or sexual abuse to exert power or control over a current or former dating partner.
- Welcome AND unwelcome sexual advances of a student by a school employee; requests for sexual favors of a student by a school employee; sexually motivated physical, verbal, or nonverbal conduct by a school employee directed at a student; or other conduct or communication (including electronic communication) of a sexual nature directed to a student by a school employee.

A hostile environment exists if the harassment is sufficiently serious that it denies or limits the complainant's ability to participate in or benefit from the school's program (e.g., skipping class, dropping out of an activity, having trouble concentrating in class).

Retaliation includes any adverse action taken against an individual because they reported sexual harassment, dating violence, or discrimination, provided information, witnesses, assisted, participated, or refused to participate in an investigation or proceedings in relation to any of those acts. Rocketship prohibits retaliation against any individual who has made a complaint pursuant to this policy in good faith, assisted in an investigation, or otherwise exercised rights protected by law. Rocketship also prohibits taking any adverse action against an individual based on an unsubstantiated allegation or rumor of harassment. Any student who is subject to retaliation in violation of this policy or who knows of another student who has been subject to retaliation is urged to report it as soon as possible to school staff or the Title IX Compliance and Civil Rights Officer.

Reporting Process

Reports of Discrimination or Harassment - General. Students, parents or staff should report a claim of discrimination or harassment and the alleged acts promptly to a teacher, counselor, or school administrator. Reports do not have to be made by the complainant. Reports can be made in person, by mail, by telephone, or by email, using the complaint form attached below. A school

employee who receives a report of discrimination that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation under Title IX, has knowledge or should reasonably know about the aforementioned violations should promptly notify Rocketship's Title IX Compliance and Civil Rights Officer for next steps

Reports of a Title IX Violation. Reports of alleged acts that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation subject to review under Title IX should be made to the Title IX Compliance and Civil Rights Officer:

Renita Thukral
Title IX Compliance and Civil Rights Officer
350 Twin Dolphin Drive,
Suite 109 Redwood City, CA
94056 rthukral@rsed.org

The Title IX Compliance and Civil Rights Officer is the Rocketship staff member designated by Rocketship to coordinate its responsibilities under Title IX. Upon receipt of a complaint, Rocketship will provide information to the complainants about the investigation process, about their rights under Title IX and other relevant laws.

Confidentiality

To the greatest extent possible, Rocketship shall respect the privacy of individuals who report potential violations of this policy, individual(s) against whom a report is filed, and witnesses. Rocketship will notify individuals/agencies of incidents of discrimination only to the extent allowed by law. Any notifications to other parties will be made only to ensure that services are provided to the complainant(s) and respondent and to protect the complainant(s) from further or sustained victimization. The Title IX Compliance and Civil Rights Officer/designee conducting the investigation will be responsible for making determinations about confidentiality. Rocketship will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Rocketship to provide the supportive measures.

Process for Investigating Complaints of Discrimination and Harassment

General Complaints of Discrimination and Harassment. Complaints of discrimination or harassment that do not involve allegations of Title IX violation or allegations of sexual harassment should be made under the General Complaint Procedures described under the Notification of Rights and Assurances section of this Handbook..

Complaints under Title IX. Complaints governed by Title IX of the Education Amendments of 1972 are reported to the Title IX Compliance and Civil Rights Officer and an investigation of those complaints are conducted promptly and impartially pursuant to related Title IX Complaint

Procedures.

Bullying Prevention

Bullying can have a harmful social, physical, psychological, and academic impact on victims, bystanders, and bullies. Bullying at Rocketship is strictly prohibited and will not be tolerated. Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
3. Causing a reasonable student to experience a substantial interference with their academic performance.
4. Causing a reasonable student to experience a substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by Rocketship

Alleged incidents of bullying will be promptly investigated by designated Rocketship staff members. Rocketship Public School's policy and procedures for addressing bullying complaints through either the general complaint procedures or the Title IX procedures (as appropriate) are described under the Notification of Rights and Assurances in the student/parent handbook.

Suspension and Expulsion Policy

We believe that our students are best served when they are present at school every day. However, we recognize that situations may occur when a student commits a behavioral offense that is so severe that the student may become subject to suspension or expulsion.

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school

program.

In-School Suspension

In-school suspension (“ISS”) provides an alternative to out-of-school suspension. ISS allows students to be counted present and provides an in- school opportunity for them to complete and receive credit for class assignments. During ISS, students will complete schoolwork in a location separate from their class. ISS is not intended to be an alternative to or long-term replacement of the student’s regularly scheduled class.

ISS may be used in the event that a student is engaging in prohibited conduct that is making the classroom environment physically or emotionally unsafe for other students or that severely disrupts a class or school-sponsored activity;

Only the Principal or Assistant Principal, with prior approval from his/her supervisor, shall assign a student to ISS. Students assigned to ISS must have written notification of the date and duration of the ISS assignment. Assignment to ISS and the scheduling of the days assigned are at the Principal’s discretion.

Principals should place the student in ISS as soon as possible after the infraction is reported. The principal will ensure that:

- Students assigned to ISS are provided a safe, positive environment
- Students assigned to ISS are properly supervised; and
- Students assigned to ISS are allowed to complete class work assigned during his/her placement in ISS.
- All class work for students is obtained, academic assistance is provided as necessary, and completed work is returned to the student’s classroom teacher.
- Activities of academic value are provided for the student when the classroom teacher’s work is not provided or is insufficient for ISS time assigned.
- Additionally, classroom teachers will:
 - Provide classwork commensurate to the work missed for a student in ISS.
 - Record a student in ISS as present. There will be no attendance-related penalty for assignment to ISS.
 - Evaluate the student’s work completed in ISS and give credit for work completed in ISS.
 - Ensure that students in ISS receive credit for attendance and full credit for work completed.

The student’s parent/guardian must be notified of a student’s assignment to ISS at the time that the ISS placement is scheduled. The Principal should contact a parent/guardian by phone or in-person meeting. If the parent/guardian cannot be reached in this manner, the Principal or his/her designee may make contact through e-mail.

Out of School Suspensions and Expulsion

When disciplinary infractions occur, our Principals are expected to respond in accordance with our Student Discipline Policy, which encourages positive behavioral interventions and supports and outlines available in-school disciplinary actions. The decision to pursue a suspension is, in most circumstances, largely at the discretion of the school leadership team in accordance with state law and should only be considered in cases of egregious behavioral infractions – and, even then, should be viewed as a last resort—as we believe that our students are best served when they are present at school every day. Recommendations for expulsion should not be pursued except in the most extreme cases, as our policy is to do whatever it takes to serve every student who enrolls in a Rocketship school.

If a situation does arise where a Principal feels that the student should be suspended or recommended for expulsion, this policy was written to guide the process. The policy has been written in accordance with relevant federal and state laws and regulations. It addresses grounds for suspension and expulsion; suspension and expulsion procedures; the maintenance of disciplinary records; student appeal rights; rehabilitation and readmission; and special procedures for the consideration of suspension and expulsion of students with disabilities.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

A student identified as an individual with disabilities or for whom Rocketship has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures.

Rocketship will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom Rocketship has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by a Rocketship school for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian, and shall inform the student, and the student's parent/guardian, of the basis for which the student is being involuntarily removed and the student's parent/guardian's, right to request a hearing to challenge

the involuntary removal. If a student's parent/ guardian requests a hearing, Rocketship shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/ guardian requests a hearing, the student shall remain enrolled and shall not be removed until Rocketship issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Grounds for Suspension and Expulsion

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

Enumerated Offenses

Discretionary Suspension Offenses: Students may be suspended when it is determined the student:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any type of knife or other dangerous object or no reasonable use to the student unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal/Administrator or designee's concurrence.
3. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code §§ 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code §§ 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
7. Stole or attempted to steal school property or private property, which includes but is not

limited to, electronic files and databases.

8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.

9. Committed an obscene act or engaged in habitual profanity or vulgarity.

10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code § 11014.5.

11. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

12. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

13. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

14. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

15. Engaged in or attempted to engage in hazing of another. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

16. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to suspension or expulsion.

17. Made terrorist threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of \$1000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal,

unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

18. Committed sexual harassment, as defined in EC § 212.5. For the purposes of this section, the conduct described in § 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section does not apply to students in grades K-3.

19. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section does not apply to students in grades K-3.

20. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This does not apply to students in grades K-3.

21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward student or school personnel.

a. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by Rocketship.

b. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- I. A message, text, sound, video, or image.
- II. A post on a social network Internet Web site including, but not limited to:
 1. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 2. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 3. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a
 4. Fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

1. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

2. For purposes of this clause, “cyber sexual bullying” does not

include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Non-Discretionary Suspension and Expellable Offenses

A student must be suspended and recommended for expulsion for any of the following acts when it is determined that the student:

1. Possessed, sold or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certified school employee, with the Principals or designee's concurrence.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, et seq.
4. Committing or attempting to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4 or committing a sexual battery as defined in Education Code Section 48900(n).

If it is determined by the Academic Affairs Committee that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required by this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v)

mine, or (vi) device similar to any of the devices described in the preceding clauses.

The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

Suspension Procedures

A suspension is a temporary dismissal of a student from the regular school program and school-sponsored events for the allotted time assigned by a school administrator. Suspensions can range from one to five school days, depending on the seriousness of the violation (unless followed by a recommendation for expulsion). Students are expected to complete all work assigned while they serve their suspension.

Suspensions at Rocketship will adhere to the following procedures:

Conference

In accordance with Ed Code 47605(c)(5)(J)(i), suspensions of less than 10 days will be preceded by a conference conducted by the Principal or designee with the student and his/her parent and, whenever practical, the teacher, supervisor, or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference in an emergency situation, both the parent/guardian and student shall be given the opportunity to conference within two school days.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him/her and shall be given the opportunity to present his/her version and evidence in his/her defense.

Absent an emergency situation, the conference must occur before the student is sent home on suspension.

No penalties may be imposed on a student for failure of the student's parent/guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

Notice to Parents/Guardians

At the time that the decision is made to suspend a student, the Principal or designee shall make

a reasonable effort to contact the student's parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension, the reason for the suspension, the length of the suspension, the student's right to return to school at the end of the suspension, and any conditions for that return (i.e. a return conference with the parent/guardian) and the date of return following suspension. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

A copy of this notice will also be filed in the student's cumulative folder in the school.

Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five consecutive school days per suspension. In calculating days of suspension, days served will not include days when school is not in session for students, including but not limited to school closure days, school holidays, spring break, and summer break. If the student leaves school on the day that the suspension was imposed, this day will be counted as part of the suspension if the student was denied class participation prior to 12 noon of that day. The suspension shall terminate at midnight on the day listed as the last day of the suspension.

Upon a recommendation of expulsion by the Principal or Principal's designee, the student and the student's parent/guardian or representative will be invited to a second conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

Students who are suspended shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension.

Homework Assignments During Suspension

In accordance with Education Code 47606.2 and 48913.5, Rocketship shall adhere to the following regarding homework assignments during suspension:

- (a) Upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned.

(b) If a homework assignment that is requested pursuant to subdivision (a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

Authority to Expel

An expulsion is the permanent dismissal of a student from the Rocketship program, subject to any rehabilitation plan as further described below. If an expulsion is approved, the parent/guardian has the responsibility to place the student in another school.

In accordance with Ed Code 47605(c)(5)(J)(iii), no student will be involuntarily dis-enrolled, dismissed, or transferred by Rocketship for any reason, unless the parent or guardian has been provided written notice at least five school days before the effective date of the removal. For all involuntary removals, including expulsions and dismissals for non-disciplinary reasons, parents must be informed of their right to a hearing before the effective date of the removal. If the student's parent or guardian initiates the hearing procedures, the student must remain enrolled until Rocketship issues a final decision.

The full authority of the Rocketship governing Board of Directors ("the Board") to hear and conduct expulsions shall be granted to the Academic Affairs Committee, a committee of the Board.

The Academic Affairs Committee shall consist of three board members. The Academic Affairs Committee may expel any student found to have committed an expellable offense as listed in Section II above.

Instead of conducting the hearing itself, the Academic Affairs Committee may appoint an impartial administrative panel, as described below. The Academic Affairs Committee will pre-appoint a panel of at least five certificated Rocketship staff members, each from different Rocketship school sites. Should any of the persons appointed to the panel work at the school in which the student is enrolled, he/she will recuse him/herself from the proceedings.

Expulsion Procedures

In accordance with Ed Code 47605(c)(5)(J)(ii), for expulsions and suspensions in excess of 10 days, Rocketship shall provide timely written notice of the charges against the student and an explanation of the student's basic rights.

Hearing

In accordance with Ed Code 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense, unless the student requests, in writing, that the hearing be postponed.

In the event an administrative panel hears the case, it will, within 10 days of the hearing, make a recommendation to the Academic Affairs Committee for a final decision whether or not to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act "FERPA") unless the student makes a written request for a public hearing three days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based, along with a summary of the evidence against the student;
- A copy of Rocketship's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

Rocketship may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by Rocketship or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- I. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five

- days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- II. Rocketship must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
 - III. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
 - IV. The Administrative Panel or the Academic Affairs Committee may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
 - V. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
 - VI. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Administrative Panel or the Academic Affairs Committee from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
 - VII. If one or both of the support persons is also a witness, Rocketship must present evidence that the witness' presence is both desired by the witness and will be helpful to Rocketship. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
 - VIII. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the room during that testimony.
 - IX. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
 - X. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be

made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel or Academic Affairs Committee to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Academic Affairs Committee or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Academic Affairs Committee, which will make a final determination regarding the expulsion. The final decision by the Academic Affairs Committee shall be made within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- § notice of the specific offense committed by the student and
- § notice of the student's or parent/guardian's obligation to inform any new district in which

the student seeks to enroll of the student's status with Rocketship.
§ notice of the right to appeal and the process
§ information regarding rehabilitation and readmission
§ information regarding alternative education.

The Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) the student's name; and (b) the specific expellable offense committed by the student.

Disciplinary Records

Rocketship shall maintain records of all student suspensions and expulsions at Rocketship. Such records shall be made available to the chartering authority upon request.

Right to Appeal

The student/family shall have the right to appeal the decision to expel the student from Rocketship to the Executive Committee of the Board. The request to appeal must be made in writing and shall be submitted to the Executive Committee within five business days of being made aware of the decision to expel the student. The appeal shall be heard by the Executive Committee within 15 days of receipt of the appeal. Any decision made on appeal shall be final.

Expelled Students/Alternative Education

With the exception of students with disabilities under IDEA, students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within their school district of residence. The Charter School shall work cooperatively with parents/guardians to assist with locating alternative placements during expulsion.

Rehabilitation and Readmission

At the time of the expulsion order, students who are expelled shall be given a rehabilitation plan, to be developed by the Academic Affairs Committee in conjunction with Rocketship staff, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may be reviewed for readmission to a Rocketship school.

The decision to readmit a pupil who has been expelled from a Rocketship school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon RSPS's

capacity at the time the student seeks readmission.

The decision to admit a pupil who has previously been expelled from another school, school district or charter school shall be in the discretion of the Principal following a meeting with the pupil and guardian or representative to determine whether the pupil poses a threat to others or will be disruptive to the school environment. Where applicable, the Principal may also consider whether the pupil has completed any rehabilitation plan or other improvement measures prescribed by the pupil's previous school. The Principal shall make a recommendation following the meeting regarding his or her determination. The pupil's admission is also contingent upon RSPS's capacity at the time the student seeks admission.

Notice to Teachers

Rocketship shall notify teachers, counselors, and other staff responsible for the direct care or instruction of any 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. All such notifications shall be kept confidential by the staff member receiving them, and their content shall not be further disseminated to any other person.

Involuntary Removal for Truancy

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within Rocketship's Board adopted Attendance Policy for truancy and only after Rocketship follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

Services During Suspension

Students suspended for more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum,

although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Procedural Safeguards/Manifestation Determination

Within 10 school days of any decision to change the placement of a child with a disability

because of a violation of a code of student conduct, a manifestation determination shall take place. "Change of Placement" includes a recommendation for expulsion or a cumulative removal of more than 10 school days in a school year.

If Rocketship, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team will (a) conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement; (b) if a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and (c) return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

The conduct will be considered a manifestation of the child's disability if it is determined that (a) the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or (b) the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the school, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the school believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the 45 day time period provided for in an interim alternative educational setting, unless the parent and the school agree otherwise. . Rocketship shall comply with 20 U.S.C. Section 1415(k)(2), which states that interim alternative educational setting shall be determined by the IEP team.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

Special Circumstances

Rocketship personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct. The Principal or designee may remove a student to an interim alternative educational setting for not more than 45 days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student: a) carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function; (b) knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or (c) has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Rocketship's behavioral policies may assert the procedural safeguards granted under this administrative regulation only if Rocketship had knowledge that the student was disabled before the behavior occurred.

Rocketship shall be deemed to have knowledge that the student had a disability if one of the following conditions exists prior to the behavior at issue:

- The parent of the child expressed concern in writing to supervisory or administrative personnel of Rocketship, or a teacher of the child, that the child is in need of special education and related services;
- The parent of the child requested an evaluation of the child pursuant to §§ 300.300 through 300.311; or
- The teacher of the child, or other Rocketship personnel, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education of the agency or to other supervisory personnel of the agency.

If the school knew or should have known the student had a disability under any of the three circumstances described above, the student may assert any of the disciplinary protections available to IDEA-eligible children with disabilities. If the school had no basis for knowledge of the

student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by Rocketship pending the results of the evaluation.

Rocketship shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible. name and offenses) within 30 days of the expulsion. Please contact our office for assistance with preparing such a notice and/or if Rocketship has any questions.

Campus Access and Visitor Policy

Rocketship strives to create campuses that are welcoming to families, volunteers, and community members while maintaining a safe and secure environment for students and staff. This policy addresses management of the campus access points; prohibitions against loitering; procedures for visitor registration; procedures to follow when arranging for a campus visit; and barring an individual from campus. "Campus" in this policy is defined as the entire indoor and outdoor premises, including the school building(s), sidewalks, parking lots, driveways, playgrounds, and courtyards.

Campus Access Points

Whenever students are in the building, the front office, and controlled access points to each Rocketship campus will be supervised by a Rocketship staff member. Visitors will also be required to undergo an ID check, a registered sex offender check, and adhere to any other security measures (i.e., sign-in/sign-out sheets) that the school has implemented. The school will inform visitors of any specific follow-up that may be required for visitors who are not able to provide proper identification or who are flagged with a sex offender offense.

All doors leading into school buildings should remain closed and locked at all times and only opened by authorized staff members.

Loitering

Parents/guardians and other visitors, including children who are not students at the school, shall not loiter on the school premises, including in the parking lot and outside school buildings. This includes children of staff members who are students at another school. The parking lot shall be used for picking up and dropping off students, and while conducting business.

Parents/guardians and other visitors are expected to leave the campus premises upon the conclusion of any business matters or after dropping their student off at school. If a parent or guardian wishes to visit the school to view the educational program, the visitor must adhere to

the following procedures, which have been developed to ensure the safety of students and staff as well as to minimize interruption of the instructional program.

Visitor Registration and Passes/Badges

- All visitors (including Rocketship Public Schools regional and national staff members) must be registered and checked in via VisitU with their current government issued ID with the security guard immediately upon entering any school building or grounds at any time that students are in the building. Schools will be required to provide a sign-in sheet for any event held on campus.
- If visitors are flagged with a sex offender offense, will deny entry and connect them with school administrators. ***This will not prohibit families from picking up their student for dismissal if they are listed as an allowed pick-up person on the Powerschool pick up list.***
- The Principal, or designee, may refuse to register a visitor if he or she has a reasonable basis for concluding that the visitor is in possession of a firearm; or the visitor's presence or acts would disrupt the school, its students, its teachers, or its other employees; would result in damage to property; or would result in the distribution or use of unlawful or controlled substance.
- Visitors in disguise or costume will not be allowed entrance onto campus without prior agreement with the school administration.
- After registering with the front office or security guard, visitors who are not Rocketship employees will be issued a VisitU badge that they must display at all times while on campus. Network Support staff must display their badge on their persons at all times while at a school site. If a Network Support staff member forgets his/her badge, he/ she will need to register with VisitU and obtain a Visitor's Pass from the front office.
- All visitors must also sign out when leaving the campus.
- The Principal or designee may withdraw consent for an individual to be on campus, even if the visitor has a right to be on campus, whenever there is reasonable basis for concluding that the visitor presence on school grounds would interfere or is interfering with the peaceful conduct of the activities of the school, or would disrupt or is disrupting the school, its students, its teachers, or its other employees.
- The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements, law enforcement may be notified and he/she may be guilty of a misdemeanor.
- While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity.

Arranging for a Campus Visit

Visits during school hours by non-Network Support or other Rocketship staff members should be arranged with the teacher and Principal (or designee) in advance. Teacher conferences should be arranged by appointment in advance and must be scheduled to take place during non-instructional time. Parent/guardians who want to visit a classroom during school hours should first obtain approval from the classroom teacher and the Principal or designee. Classroom observations should be requested in advance and are approved at the Principal or designee's discretion.

No electronic listening or recording device may be used by students or visitors in a classroom without the teacher's and Principal's written permission. Failure to abide by this is a violation of this Policy and may subject a visitor to losing his/her privilege to be on campus in accordance with Section III above.

Visitor Conduct

All visitors, regardless of their reason for being on campus, are expected to act in accordance with all Rocketship rules and policies while on the school premises. Visitors are strictly prohibited from having any physical contact with any student for any reason, including touching, grabbing, or holding a student. Visitors are also strictly prohibited from scolding, disciplining, or yelling at any student. If a visitor has a concern about a student's conduct, the visitor should promptly alert a Rocketship staff member.

This policy also applies to conduct during virtual programming (i.e., virtual instruction, events, etc.). Individuals who appear at a virtual event with a Rocketship student and whose conduct violates this policy will receive consequences in accordance with Rocketship policies.

Withdrawing Consent for Individuals to be on Campus

Rocketship recognizes that situations could arise where it may become necessary for the Principal and/or the Principal's supervisor to prohibit an individual from entering or remaining on a Rocketship campus. Such situations may include an individual's possession or reasonable suspicion of an individual's possession of a firearm, an individual engaging in violence, threats of violence, harassment, or any other behavior that the Principal deems to be disruptive of the learning environment or in violation of Rocketship policy. Such actions will comply with any relevant state law requirements.

Withdrawal of consent ("ousting") is specific to each individual Rocketship campus and its related activities. Principals generally have the authority to issue an ouster notice to a disruptive individual, and to do so, they must follow Rocketship's internal protocol and comply with all applicable laws. Principals may not oust an individual beyond his/her particular campus, unless

specific authorization is granted by the Director of Schools or the legal department. It is the responsibility of the Business Operations Manager, Office Manager, and school security to:

- Enforce photo identification verification 100% of the time to ensure no ousted individuals enter the building.
- Document and maintain procedures for pick-up, drop-off and any documentation related to the ouster notice at the front desk.
- Determine, at the time of the incident and in collaboration with the Principals, whether the local police must be contacted.
- Maintain an accurate and current list of individuals who have been issued an ouster notice.
- Enforce the ouster notice by escorting individuals out of the building and off school grounds in a peaceful, quiet, and orderly fashion.
- Not engage any ousted individual off school grounds using combative language, tone, or action.
- Contact the local police department in the event that an individual becomes physically confrontational or refuses to comply with the ouster notice.

Refusal to Leave Campus

Anyone who refuses to leave after being asked by the Principal, or who enters the premises (including parking lots, playground, sidewalks, and school building) without proper authorization in accordance with this policy, may become subject to the local criminal laws regarding trespass and unlawful entry.

Further conduct of this nature by the visitor may lead to the School's pursuit of a restraining order against such visitor which would prohibit him/her from coming onto school grounds or attending School activities for any purpose for a statutorily prescribed period.

The Principal or designee may seek the assistance of the police in dealing with or reporting any visitor in violation of this policy.

Medication Administration Policy

Rocketship is committed to supporting the health of its students and meeting the needs of students with medical conditions, in compliance with California laws and regulations. This policy addresses required documentation of student medication needs; staff administration of medication; student self-administration of medication; the use of epinephrine and asthma inhalers; emergency situations; and documentation and training requirements.

I. Medication Authorization Form

Before medication can be kept or administered at Rocketship, a student's parent/guardian must complete and submit a Medication Authorization Form. In accordance with EC § 49423 and 5 C.C.R. § 601(a), the Medication Authorization Form must include:

- Student's name and date of birth;
- Name of the medication to be administered and the reason for administration;
- Amount or dose of the medication;
- Method of administration;
- The time the medication is to be administered at school;
- Possible side effects;
- For medication prescribed on an as-needed basis, the specific symptoms that necessitate administration of medications, the allowable frequency for administration, and indications for referral for medical evaluation;
- For medication that is to be self-administered by the student, a statement that, in the authorized health care provider's opinion, the student is competent to safely self-administer the medication according to the conditions in the provider's written statement;
- Name, address, telephone number, and signature of the California authorized health care provider.

The student's parent/guardian must also provide Rocketship with a written statement indicating their desire that the school assist the student with medication administration as set forth in the Medication Authorization Form.

Immediately following any changes regarding the health or treatment of the student, the parent/guardian must submit an amended Medication Authorization Form to Rocketship. All Medication Authorization Forms must be updated at least annually.

II. Staff Administration of Medication

Pursuant to 5 C.C.R. § 604, medication may be administered to students by Rocketship personnel designated by the Principal who are legally able and has consented to administer or assist in administering medication to students..

Parents/guardians may come to Rocketship to administer medication to their child if the parent/guardian signs an agreement identifying who will administer the medication, stating the conditions under which the medication will be administered, and releasing Rocketship from the responsibility of administering the medication.

School staff should NOT provide any over-the-counter medications or therapeutic/homeopathic remedies (i.e. cough drops, herbal teas) to students unless the student has

- a note from an authorized health care provider that prescribes the use of the remedy, including the amount or dose to be given, and the method and timing of the administration; AND

- a written statement from a parent/guardian permitting the use of the remedy at the school.

III. Self-Administration of Medication

Under Ed Code § 49423.6 and 5 C.C.R. § 605, Rocketship may allow a student to carry and self-administer medication in accordance with this policy. This includes prescription inhaled asthma medication and auto-injectable epinephrine, which are each further described below in this policy. Any self-administration of medication must be done in accordance with the Medication Authorization Form as described above.

Prior to allowing self-administration, Rocketship personnel must observe the student self-administering the medication and determine that the student is capable of adhering to standard precautions and appropriate handling of the medication.

IV. Storage of Medication

In accordance with Ed Code § 49423, Rocketship may receive medication from a student's parent/guardian to store for use in accordance with a valid Medication Authorization Form. The medication will be stored with Rocketship's school nurse or Office Manager in a location that is easily accessible during an emergency.

The medication must be labeled with the following information:

- Name of the student;
- Name of the medication;
- Dosage;
- Time of administration; and
- Duration of medication.

All medications must be in original manufacturer packaging. The labeling must be consistent with the written statement from the authorized health care provider in the Medication Authorization Form.

Rocketship will return any unused, discontinued, or outdated medication to a student's parent/guardian as soon as possible after the course of treatment is completed or the medication reaches its expiration. Any medication that cannot be returned to the student's parent/guardian will be disposed of at the end of the school year in accordance with all applicable laws.

V. Documentation Maintenance of Records

Rocketship will create and maintain a list of students with valid Medication Authorization Forms, including the emergency contact information for each student. Students who are allowed to carry and self-administer medication will be specified in this list. The Principal may distribute the list among appropriate employees or agents.

Rocketship will maintain accurate records of all its employees and agents who are certified to administer medication. Rocketship will also maintain accurate records of all incidents where

medication was administered to a student at school. The log will include at least the name of the student; the name of the medication; the medication dose and route; and the time the medication was administered.

If a material or significant deviation from the authorized health care provider's written statement is discovered by Rocketship, notification of the deviation shall be given as quickly as possible to the Director of Schools, the student's parent/guardian, and the student's authorized health care provider.

VI. Emergency Situations

Designated Rocketship personnel will possess valid, up-to-date certifications in first aid and CPR. First aid will be administered whenever possible by trained staff members,

Rocketship personnel who provide life-sustaining emergency medication must receive documented training and maintain current certification in CPR from a recognized source (i.e. American Red Cross or American Heart Association).

School employees with proper training and certification are expected to respond to emergency situations without discrimination. If any student or staff member needs resuscitation, staff shall make every effort to resuscitate him/her. Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such advance directives shall not be communicated to staff.

VII. Epinephrine Auto-Injectors

Pursuant to Ed Code § 49414, Rocketship schools in California will stock emergency epinephrine auto-injectors to be used by the school nurse or trained personnel on persons suffering or reasonably believed to be suffering from an anaphylactic reaction. A school nurse or, if the school does not have a nurse, a volunteer trained in accordance with this policy, may administer an epinephrine auto-injector to a person exhibiting potentially life-threatening symptoms or anaphylaxis at school or at a school activity when a physician is not immediately available. The training provided to school personnel shall be in compliance with the requirements of Ed Code § 49414 and any regulations promulgated thereunder.

Rocketship will store the epinephrine auto-injectors in a secure but accessible, well-marked, unlocked location.

VIII. Asthma Inhalers

Pursuant to Ed Code § 49423.1, students who are required to take, during the regular school day, inhaled asthma medication may be permitted to carry and self-administer the inhaled asthma medication or otherwise be assisted by designated school personnel, provided that Rocketship receives the appropriate written documentation, specified below:

- In order for a student to be assisted by a school nurse or other designated school

personnel, Rocketship shall obtain both (1) a written statement from a physician detailing the name of the medication, method, amount, and the time schedules by which the medication is to be taken AND (2) a written statement from the parent/guardian requesting that Rocketship assist the student with the medication.

- In order for a student to carry and self-administer prescription inhaled asthma medication, Rocketship shall obtain both (1) a written statement from a physician detailing the name of the medication, method, amount, the time schedules by which the medication is to be taken, and confirming that the student is able to self-administer inhaled asthma medication AND (2) a written statement from the parent/guardian consenting to the self-administration, providing a release for the school nurse or other designated school personnel to consult with the health care provider of the student regarding any questions that may arise with regard to the medication, and releasing Rocketship Education and school personnel from civil liability if the self-administering student suffers an adverse reaction by taking the medication pursuant to this policy.

These written statements must be provided at least annually, and more frequently if the medication, dosage, frequency of administration, or reason for administration changes.

IX. Misuse

A student who self-administers medication while at school, at a school-sponsored activity, or while on school-sponsored transportation for a purpose other than his or her own treatment will be subject to disciplinary action in accordance with Rocketship's Student Discipline Policy. Such disciplinary action shall not limit or restrict the access of a student to his or her prescribed medication. Rocketship will promptly notify the student's parent/guardian of any disciplinary action imposed.

Policy Appendix - Wisconsin

Mandated Reporter Policy

Mandated Reporter Obligations

In Wisconsin, certain professionals are required to report known or suspected child abuse and neglect. School teachers, administrators, counselors and staff are legally mandated reporters. As an employee of a Rocketship Education school, or an employee of the Rocketship support office who has regular contact with children, you are a Mandated Reporter. This "Mandated Reporter

Policy” is intended to inform Rocketship Education employees of their responsibilities and rights under Wisconsin Statute 48.981, as well as the procedures for complying with the statute.

When Must You Report?

Wisconsin’s reporting law requires a report to be made when a mandated reporter has a “reasonable cause to suspect” that a child seen by the person in the course of professional duties has been “abused or neglected,” or who has reason to believe that a child “has been threatened with abuse or neglect and that abuse or neglect of the child will occur.” The language chosen in the statute was deliberate and was drafted to ensure that a maximum number of abused children are identified and protected. As an educator, your role is not to serve as an investigator. If you feel that an ordinary person in your position would have any reason to suspect abuse, you are required to immediately report your suspicions.

What Types of Abuse Must Be Reported?

According to statute WI 48.981, an abused or neglected child is a child who has been subjected to:

- Physical injury that is inflicted on a child by other than accidental means
- Sexual intercourse or sexual contact
- Threatened harm
- Permitting, allowing, or encouraging a child to engage in prostitution
- Sexual exploitation through pornography
- Emotional damage defined as behaviors harmful to a child’s psychological or intellectual functioning that is exhibited by severe anxiety, depression, withdrawal or outward aggressive behavior or a combination of those behaviors and that is caused by the child’s parent, guardian, legal custodian, or other person exercising temporary or permanent control over the child and for which the child’s parent, guardian or legal custodian has failed to obtain the treatment necessary to remedy the harm
- Methamphetamine manufacture in a child’s home, on the premises of a child’s home, in a motor vehicle on the premises of a child’s home, or where a reasonable person should have known that the manufacture would be seen, smelled, or heard by a child is considered child abuse in Wisconsin
- Failure, refusal or inability on the part of a parent, guardian, legal custodian, or other person exercising temporary or permanent control over a child for reasons other than poverty to provide necessary care, food, clothing, medical or dental care or shelter so as to seriously endanger the physical health of the child.

Procedures for Reporting

1. The moment you have a reasonable cause to suspect abuse or neglect or the threat of abuse or neglect, you must immediately inform, by telephone or personally, the county department, a licensed child welfare agency or the police department of the facts and circumstances contributing to a suspicion of abuse.

2. In the Milwaukee Area, you can contact the: Bureau of Milwaukee Child Welfare (BMCW) (414) 220-SAFE or Milwaukee Police Department/Sensitive Crimes (MPD) (414) 935-7405. If you feel that the child is in immediate danger, please dial 911.
3. Joint Knowledge
 - a. It is the policy of Rocketship Education to report suspicion of abuse to the Principal of the school, unless the Principal of the school is the subject of the suspicion. REMEMBER, reporting the information to a Principal or any other person shall not be a substitute for making a mandated report to one of the agencies specified above.
 - b. All mandated reporters who know or suspect abuse or that abuse has been threatened should make a report.
 - c. Knowledge that a report has already been made by an outside party is not a substitute for making a mandated report. If a child has been taken from school by the Bureau of Milwaukee Child Welfare or the Milwaukee Police Department the Principal shall obtain the name and badge number of the person taking the child. The Principal is not to notify the parent of the removal. If the administrator is contacted by the parent/legal guardian, the parent or legal guardian should be advised to contact the appropriate agency for further information, either BMCW or MPD, but shall NOT give that information to the parent or legal guardian of the child. That information is confidential and shall only be released by the BMCW or MPD.
4. In the case of peer sexual contact, the principal/designee shall NOT inform the parent or legal guardian as to the identity of the juvenile participant(s) in the incident. That information is confidential and shall be released only to the BMCW or the MPD. Parents/guardians should be referred to the appropriate agency.

Protections and Immunity from Liability

- All reports of suspected abuse or neglect are confidential. With few exceptions, as delineated in statute, no information that could be used to identify the reporter (e.g., place of employment, job title) can be shared. (48.981(7)(a))
- Anyone who, in good faith, reports suspected abuse or neglect is immune from both criminal and civil liability. (48.981(4))
- No person may be discharged, disciplined or otherwise discriminated against in regard to employment, or threatened with any such treatment, for making a report of suspected abuse or neglect in good faith. (48.981(2)(e))

Consequences for Failing to File a Report

Any person who intentionally violates this section by failure to report as required may be fined or imprisoned or both. (48.981(6)).

Student Dress Code

Student uniforms help minimize disruption during the school day, promote respect for oneself and others, and foster school/community spirit. Students are expected to wear the Rocketship uniform to school every day.

The Rocketship uniform consists of a khaki bottom (pants, shorts, dress, skirt, or skorts) and a dark purple collared shirt. Students may also wear a Rocketship polo shirt or t-shirt, which can be purchased from the school Office Manager. Shirts must be tucked in at all times, which Rocketship considers being “dressed for success.”

Students should also wear closed toe shoes. Sandals are not considered to be safe or appropriate for school.

The following are considered to be dress code violations and are NOT permitted on any Rocketship campus:

- Dresses and shorts which are shorter than mid-thigh
- Thin strap shirts/blouses (thinner than two inches)
- Tank tops (including white, ribbed undershirts)
- Clothing or accessories that are sexually provocative
- Clothing or accessories that identify a student with non-school clubs, profanity, obscenity, references to drugs, alcohol, tobacco, gangs (e.g., red, blue, yellow, color) or prison culture, name insignia
- Attire with writing that degrades individuals or groups
- Body piercings that create a safety hazard are not acceptable; moderate sized earrings are acceptable
- Platform shoes or high heels over 2.5 inches high
- Underwear or undergarments that are visible
- Exposed midriff areas
- Pants that sag around the waist
- Intentionally torn pants or jeans
- Untied shoelaces
- Hats, bandanas, non-religious head coverings
- Sunglasses may not be worn in the building, but may be worn outside to protect from the sun

Students who repeatedly do not come to school in uniform may lose privileges. In addition, Rocketship may contact the student’s parent/guardian to discuss the dress code violation.

Discrimination, Harassment, Intimidation, and Bullying Policy

Statement of Non-Discrimination

Rocketship is committed to equal opportunity for all individuals in education. Harassment, intimidation, bullying, and sexual harassment are all forms of discrimination and are disruptive behaviors that interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. Rocketship prohibits discrimination in all forms, inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. It does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic.

Rocketship adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004. Rocketship is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. Rocketship prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

Rocketship does not condone or tolerate harassment of any type, including bullying, discrimination, or intimidation, by any employee, independent contractor or other person with which the Rocketship does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. To the extent possible, Rocketship will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to respond to such behaviors in a timely manner. Rocketship school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so. Rocketship will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Harassment and Retaliation Prohibited

Harassment is a form of discrimination and Rocketship is committed to maintain a learning environment that is free from harassment. Rocketship prohibits harassment based on an individual's membership in a protected class by a student, teacher, administrator or other school

personnel, by any other person who is participating in, observing, or otherwise engaged in school activities, including sexual harassment and harassment consistent with Title IX, 20 U.S.C. § 1681 et seq. and State law. It prohibits harassment based upon race, color, religion, national origin, sex, age, personal appearance, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a complainant of an intrafamily offense, place of business or residence, credit information, gender, gender identity, gender expression, marital status, sexual orientation, pregnancy, childbirth, reproductive health decisions, or related medical conditions, or any other basis protected by applicable law.

Prohibited Harassment includes, but is not limited to the following:

- Any unwelcome physical, verbal, nonverbal, or electronic conduct based on the aforementioned protected traits.
- Prohibited stalking that involves a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Prohibited Sexual Harassment includes, but is not limited to the following:

- Unwelcome sexual advances of a student by another student; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication (including electronic communication) of a sexual nature (including sexual assault) that adversely affects the student in the ways set forth above.
- Abusive or coercive behavior or dating violence against one student by another student where a dating partner uses threats of, or actually uses physical, emotional, economic, technological, or sexual abuse to exert power or control over a current or former dating partner.
- Welcome AND unwelcome sexual advances of a student by a school employee; requests for sexual favors of a student by a school employee; sexually motivated physical, verbal, or nonverbal conduct by a school employee directed at a student; or other conduct or communication (including electronic communication) of a sexual nature directed to a student by a school employee.

A hostile environment exists if the harassment is sufficiently serious that it denies or limits the complainant's ability to participate in or benefit from the school's program (e.g., skipping class, dropping out of an activity, having trouble concentrating in class).

Retaliation includes any adverse action taken against an individual because they reported sexual harassment, dating violence, or discrimination, provided information, witnesses, assisted, participated, or refused to participate in an investigation or proceedings in relation to any of those acts. Rocketship prohibits retaliation against any individual who has made a complaint

pursuant to this policy in good faith, assisted in an investigation, or otherwise exercised rights protected by law. Rocketship also prohibits taking any adverse action against an individual based on an unsubstantiated allegation or rumor of harassment. Any student who is subject to retaliation in violation of this policy or who knows of another student who has been subject to retaliation is urged to report it as soon as possible to school staff or the Title IX Compliance and Civil Rights Officer.

Reporting Process

Reports of Discrimination or Harassment - General. Students, parents or staff should report a claim of discrimination or harassment and the alleged acts promptly to a teacher, counselor, or school administrator. Reports do not have to be made by the complainant. Reports can be made in person, by mail, by telephone, or by email, using the complaint form attached below. A school employee who receives a report of discrimination that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation under Title IX, has knowledge or should reasonably know about the aforementioned violations should promptly notify Rocketship's Title IX Compliance and Civil Rights Officer for next steps.

Reports of a Title IX Violation. Reports of alleged acts that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation subject to review under Title IX should be made to the Title IX Compliance and Civil Rights Officer:

Renita Thukral

Title IX Compliance and Civil Rights Officer

350 Twin Dolphin Drive, Suite 109 Redwood City, CA 94056 rthukral@rsed.org

The Title IX Compliance and Civil Rights Officer is the Rocketship staff member designated by Rocketship to coordinate its responsibilities under Title IX. Upon receipt of a complaint, Rocketship will provide information to the complainants about the investigation process, about their rights under Title IX and other relevant laws.

Confidentiality

To the greatest extent possible, Rocketship shall respect the privacy of individuals who report potential violations of this policy, individual(s) against whom a report is filed, and witnesses. Rocketship will notify individuals/agencies of incidents of discrimination only to the extent allowed by law. Any notifications to other parties will be made only to ensure that services are provided to the complainant(s) and respondent and to protect the complainant(s) from further or sustained victimization. The Title IX Compliance and Civil Rights Officer/designee conducting the investigation will be responsible for making determinations about confidentiality. Rocketship will maintain as confidential any supportive measures provided to the complainant or respondent, to

the extent that maintaining such confidentiality would not impair the ability of Rocketship to provide the supportive measures.

Process for Investigating Complaints of Discrimination and Harassment

General Complaints of Discrimination and Harassment. Complaints of discrimination or harassment that do not involve allegations of Title IX violation or allegations of sexual harassment should be made under the General Complaint Procedures described under the Notification of Rights and Assurances section of this Handbook..

Complaints under Title IX. Complaints governed by Title IX of the Education Amendments of 1972 are reported to the Title IX Compliance and Civil Rights Officer and an investigation of those complaints are conducted promptly and impartially pursuant to related Title IX Complaint Procedures outlined under the Notification of Rights and Assurances section of this Handbook.

Bullying Prevention

“Bullying” is deliberate or intentional behavior using words or actions, intended to cause fear, intimidation, or harm. Bullying may be repeated behavior and involves an imbalance of power. The behavior may be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic, or family status.

Bullying behavior can be:

- Physical (e.g. assault, hitting or punching, kicking, theft, threatening behavior)
- Verbal (e.g. threatening or intimidating language, teasing or name-calling, racist remarks)
- Indirect (e.g. spreading cruel rumors, intimidation through gestures, social exclusion, and sending insulting messages or pictures by mobile phone or using the internet – also known as cyber bullying)

Alleged incidents of bullying will be promptly investigated by designated Rocketship staff members. Rocketship Public School’s policy and procedures for addressing bullying complaints through either the general complaint procedures or the Title IX procedures (as appropriate) are described under the Notification of Rights and Assurances section of this Handbook.

Suspension and Expulsion Policy

We believe that our students are best served when they are present at school every day. However, we recognize that situations may occur when a student commits a behavioral offense that is so severe that the student may become subject to suspension or expulsion.

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

In-School Suspension

In-school suspension ("ISS") provides an alternative to out-of-school suspension. ISS allows students to be counted present and provides an in-school opportunity for them to complete and receive credit for class assignments. During ISS, students will complete schoolwork in a location separate from their class. ISS is not intended to be an alternative to or long-term replacement of the student's regularly scheduled class.

ISS may be used in the event that a student is engaging in prohibited conduct that is making the classroom environment physically or emotionally unsafe for other students or that severely disrupts a class or school-sponsored activity;

Only the Principal or Assistant Principal, with prior approval from his/her supervisor, shall assign a student to ISS. Students assigned to ISS must have written notification of the date and duration of the ISS assignment. Assignment to ISS and the scheduling of the days assigned are at the Principal's discretion.

Principals should place the student in ISS as soon as possible after the infraction is reported. The principal will ensure that:

- Students assigned to ISS are provided a safe, positive environment
- Students assigned to ISS are properly supervised; and
- Students assigned to ISS are allowed to complete class work assigned during his/her placement in ISS.
- All class work for students is obtained, academic assistance is provided as necessary, and completed work is returned to the student's classroom teacher.

- Activities of academic value are provided for the student when the classroom teacher's work is not provided or is insufficient for ISS time assigned.
- Additionally, classroom teachers will:
- Provide classwork commensurate to the work missed for a student in ISS.
- Record a student in ISS as present. There will be no attendance-related penalty for assignment to ISS.
- Evaluate the student's work completed in ISS and give credit for work completed in ISS.
- Ensure that students in ISS receive credit for attendance and full credit for work completed.

The student's parent/guardian must be notified of a student's assignment to ISS at the time that the ISS placement is scheduled. The Principal should contact a parent/guardian by phone or in-person meeting. If the parent/guardian cannot be reached in this manner, the Principal or his/her designee may make contact through e-mail.

Out of School Suspensions and Expulsion

When disciplinary infractions occur on campus, our Principals are expected to respond in accordance with our Student Discipline Policy, which encourages positive behavioral interventions and supports and outlines available in-school disciplinary actions. The decision to pursue a suspension is, in most circumstances, largely at the discretion of the school leadership team in accordance with state law and should only be considered in cases of egregious behavioral infractions – and, even then, should be viewed as a last resort—as we believe that our students are best served when they are present at school every day. Recommendations for expulsion should not be pursued except in the most extreme cases, as our policy is to do whatever it takes to serve every student who enrolls in a Rocketship school.

If a situation does arise where a Principal feels that the student should be suspended or recommended for expulsion, this policy was written to guide the process. The policy has been written in accordance with relevant federal and state laws and regulations. It addresses grounds for suspension and expulsion; suspension and expulsion procedures; the maintenance of disciplinary records; student appeal rights; rehabilitation and readmission; and special procedures for the consideration of suspension and expulsion of students with disabilities.

I. Grounds for Suspension and Expulsion

In Wisconsin, students may, at the discretion of the Principal in consultation with his/her manager, be suspended for any of the following reasons, in accordance with Wis. Stat. § 120.13(1)(b):

- A. Disobeying school rules.

- B. Conveying any threat or false information concerning an attempt or alleged attempt being made to destroy school property by explosives.
- C. Conduct while at school, or under the supervision of a school authority, which endangers the property, health, or safety of others.
- D. Conduct while not at school, or while not under the supervision of a school authority, which endangers the property, health, or safety of others at school or under the supervision of a school authority or endangers the property, health, or safety of any Rocketship employee. Conduct that endangers a person or property includes making a threat to the health or safety of a person or making a threat to damage property.

Students may be expelled for any of the following reasons:

- A. If the Board finds the student guilty of repeated refusal or neglect to obey school rules.
- B. For threatening to destroy school property by explosives.
- C. For engaging in conduct while at school or under the supervision of a school authority which endangered the property, health or safety of others.
- D. For conduct while not at school or while not under the supervision of school authority which endangered the property, health or safety of others at school or under the supervision of a school authority or endangered the property, health or safety of any Rocketship employee
- E. For conduct that endangers a person or property, including making a threat to the health or safety of a person or making a threat to damage property.

II. Suspension Procedures

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded by a conference conducted by the Principal or the Principal's designee with the student. At the conference, the student shall be informed of the reason for the disciplinary action.

Notice to Parents/Guardians

At the time of the suspension, the Principal or designee shall promptly call the parent/guardian of the minor student and give notice of the suspension and the reasons for the suspension. The Principal or designee shall also mail a copy of the suspension to the parent/guardian.

Suspension Time Limits/Recommendation for Expulsion

A student may be suspended for a period of no longer than three consecutive school days. However, if a notice of an expulsion hearing has been sent, the student may be suspended for up to 15 consecutive school days.

Right to Appeal

A parent or student may, within five school days following the commencement of a suspension, have a conference with the Vice President of Schools or his/her designee. The designee may not be the principal, staff member, or a teacher in the child's school. If the Vice President of Schools or his/her designee finds that the child was suspended unfairly or unjustly, or the suspension was inappropriate given the nature of the offense, or the child suffered undue consequences or penalties as a result of the suspension, reference to the suspension must be removed from the child's records. The finding must be made within 15 days of the conference.

Rights During Suspension

The suspended student shall not be denied the opportunity to take any quarterly, semester or grading period examinations or to complete coursework missed during the suspension period.

Disciplinary Records

RSPS shall maintain records of all student suspensions and expulsions at RSPS Schools.

III. Expulsion Procedures

Delegation of Authority

The Rocketship Public Schools Wisconsin Board ("the Board") shall appoint an independent hearing panel ("Panel") or independent hearing officer ("Officer") to hear and conduct expulsions. The Panel or Officer may expel any student found to have committed an expellable offense.

Hearing

Prior to expelling a Rocketship student in Wisconsin, the Panel /Officer shall hold a hearing. Upon request of the student's parent or guardian, the hearing shall be closed to the public. The student may be represented at the hearing by counsel. The board shall keep written minutes of the hearing. Upon the ordering by the Panel /Officer of the expulsion of a student, Rocketship shall mail a copy of the order to the student's parent or guardian.

No less than five days prior to the hearing, written notice of the hearing shall be sent to the student and, if the student is a minor, to the student's parent or guardian. The notice shall state all of the following:

- The specific grounds and the particulars of the student's alleged conduct upon which the expulsion proceeding is based.
- The time and place of the hearing.
- That the hearing may result in the student's expulsion.
- That, upon request of the student and, if the student is a minor, the student's parent or guardian, the hearing shall be closed.
- That the student and, if the student is a minor, the student's parent or guardian may be represented at the hearing by counsel.
- That the Committee shall keep written minutes of the hearing.
- That if the Committee orders the expulsion of the student the school district clerk shall mail a copy of the order to the student and, if the student is a minor, to the student's parent or guardian.
- That if the student is expelled by the Committee the expelled student or, if the student is a minor, the student's parent or guardian may appeal the school board's decision to the Board.
- That the state statutes related to student expulsion are §§ 119.25 and 120.13 (1).

If the Panel or Officer orders an expulsion of the student, within 30 days after the date on which the order is issued, the Board shall review the expulsion order and shall approve, reverse or modify the order. The order of the hearing officer or panel shall be enforced while the Board reviews the order.

Record of Hearing

The Officer or Panel shall keep a full record of the hearing. Each party shall be informed of the right to a complete record of the proceeding. Upon request, the Officer or Panel shall direct that a transcript of the record be prepared and that a copy of the transcript be given to the pupil's parent or guardian.

Written Notice to Expel

The Principal or designee following a decision of the Officer or Panel to expel shall send written notice of the decision to expel, including the Officer or Panel's adopted findings of fact, to the student and parent/guardian. This notice shall also include the following:

- Notice of the specific offense committed by the student.
- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with Rocketship.

Right to Appeal

The student's parent/guardian shall have the right to appeal the decision to expel the student to the Board. The request to appeal must be made in writing and shall be submitted to the Board within fifteen business days of being made aware of the decision to expel the student. The appeal shall be heard by the Board within thirty days of receipt of the appeal.

Admission of Expelled Students

The decision to readmit a pupil who has been expelled from a Rocketship school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon RSPS's capacity at the time the student seeks readmission.

The decision to admit a pupil who has previously been expelled from another school, school district or charter school shall be in the discretion of the Principal following a meeting with the pupil and guardian or representative to determine whether the pupil poses a threat to others or will be disruptive to the school environment. Where applicable, the Principal may also consider whether the pupil has completed any rehabilitation plan or other improvement measures prescribed by the pupil's previous school. The Principal shall make a recommendation following the meeting regarding his or her determination. The pupil's admission is also contingent upon RSPS's capacity at the time the student seeks admission.

IV. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

Services During Suspension

Students suspended for more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Procedural Safeguards/Manifestation Determination

Within 10 school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If the school, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the school, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

1. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
2. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
3. Return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

If the school, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeal

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or RSPS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to

others, may request an expedited administrative hearing through the Division of Hearings and Appeals.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the school agree otherwise.

Special Circumstances

Rocketship personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than 45 days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function;
- Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team. Procedures for Students Not Yet Eligible for Special Education Services A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the RSPS's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the school had knowledge that the student was disabled before the behavior occurred.

The school shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to school supervisory or administrative personnel, or to one of

the child's teachers, that the student is in need of special education or related services.

- The parent has requested an evaluation of the child.
- The child's teacher, or other school personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other school supervisory personnel.

If the school knew or should have known the student had a disability under any of the three circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the school had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the school pending the results of the evaluation.

The school shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Campus Access and Visitor Policy

Rocketship strives to create campuses that are welcoming to families, volunteers, and community members while maintaining a safe and secure environment for students and staff. This policy addresses management of the campus access points; prohibitions against loitering; procedures for visitor registration; procedures to follow when arranging for a campus visit; and barring an individual from campus. "Campus" in this policy is defined as the entire indoor and outdoor premises, including the school building(s), sidewalks, parking lots, driveways, playgrounds, and courtyards.

Campus Access Points

Whenever students are in the building, the front office, and controlled access points to each Rocketship campus will be supervised by a Rocketship staff member. Visitors will also be required to undergo an ID check, a registered sex offender check, and adhere to any other security measures (i.e., sign-in/sign-out sheets) that the school has implemented. The school will inform visitors of any specific follow-up that may be required for visitors who are not able to provide proper identification or who are flagged with a sex offender offense.

All doors leading into school buildings should remain closed and locked at all times and only opened by authorized staff members.

Loitering

Parents/guardians and other visitors, including children who are not students at the school, shall not loiter on the school premises, including in the parking lot and outside school buildings. This includes children of staff members who are students at another school. The parking lot shall be used for picking up and dropping off students, and while conducting business.

Parents/guardians and other visitors are expected to leave the campus premises upon the conclusion of any business matters or after dropping their student off at school. If a parent or guardian wishes to visit the school to view the educational program, the visitor must adhere to the following procedures, which have been developed to ensure the safety of students and staff as well as to minimize interruption of the instructional program.

Visitor Registration and Passes/Badges

- All visitors (including Rocketship Public Schools regional and national staff members) must be registered and checked in via VisitU with their current government issued ID with the security guard immediately upon entering any school building or grounds at any time that students are in the building. Schools will be required to provide a sign-in sheet for any event held on campus.
- If visitors are flagged with a sex offender offense, security will deny entry and connect them with school administrators. ***This will not prohibit families from picking up their student for dismissal if they are listed as an allowed pick-up person on the Powerschool pick up list.***
- The Principal, or designee, may refuse to register an outsider if he or she has a reasonable basis for concluding that the visitor is in possession of a firearm; or the visitor's presence or acts would disrupt the school, its students, its teachers, or its other employees; would result in damage to property; or would result in the distribution or use of unlawful or controlled substance.
- Visitors in disguise or costume will not be allowed entrance onto campus without prior agreement with the school administration.
- After registering with the security guard, visitors who are not Rocketship employees will be issued a VisitU badge that they must display at all times while on campus. Rocketship regional/national staff ("Network Support") will receive a badge from the Regional Director of Operations. Network Support staff must display their badge on their persons at all times while at a school site. If a Network Support staff member forgets his/her badge, he/she will need to register with VisitU and obtain a Visitor's Pass from the front office or security.
- All visitors must also sign out when leaving the campus.
- The Principal or designee may withdraw consent for an individual to be on campus, even if the visitor has a right to be on campus, whenever there is reasonable basis for concluding that the visitor presence on school grounds would interfere or is interfering

with the peaceful conduct of the activities of the school, or would disrupt or is disrupting the school, its students, its teachers, or its other employees.

- The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements, law enforcement may be notified and he/she may be guilty of a misdemeanor.

Arranging for a Campus Visit

Visits during school hours by non-Network Support or other Rocketship staff members should be arranged with the teacher and Principal (or designee) in advance. Teacher conferences should be arranged by appointment in advance and must be scheduled to take place during non-instructional time. Parent/guardians who want to visit a classroom during school hours should first obtain approval from the classroom teacher and the Principal or designee. Classroom observations should be requested in advance and are approved at the Principal or designee's discretion.

No electronic listening or recording device may be used by students or visitors in a classroom without the teacher's and Principal's written permission. Failure to abide by this is a violation of this Policy and may subject a visitor to losing his/her privilege to be on campus in accordance with Section III above.

Visitor Conduct

All visitors, regardless of their reason for being on campus, are expected to act in accordance with all Rocketship rules and policies while on the school premises. Visitors are strictly prohibited from having any physical contact with any student for any reason, including touching, grabbing, or holding a student. Visitors are also strictly prohibited from scolding, disciplining, or yelling at any student. If a visitor has a concern about a student's conduct, the visitor should promptly alert a Rocketship staff member.

This policy also applies to conduct during virtual programming (i.e., virtual instruction, events, etc.). Individuals who appear at a virtual event with a Rocketship student and whose conduct violates this policy will receive consequences in accordance with Rocketship policies.

Withdrawing Consent for Individuals to be on Campus

Rocketship recognizes that situations could arise where it may become necessary for the Principal and/or the Principal's supervisor to prohibit an individual from entering or remaining on a Rocketship campus. Such situations may include an individual's possession or reasonable

suspicion of an individual's possession of a firearm, an individual engaging in violence, threats of violence, harassment, or any other behavior that the Principal deems to be disruptive of the learning environment or in violation of Rocketship policy. Such actions will comply with any relevant state law requirements.

Withdrawal of consent is specific to each individual Rocketship campus and its related activities. Principals generally have the authority to withdraw consent for a disruptive individual, and to do so, they must follow Rocketship's internal protocol and comply with all applicable laws. Principals may not withdraw consent for an individual beyond his/her particular campus, unless specific authorization is granted by the Director of Schools or the legal department. It is the responsibility of the Business Operations Manager, Office Manager, and school security to:

- Enforce photo identification verification 100% of the time to ensure no barred individuals enter the building.
- Document and maintain procedures for pick-up, drop-off and any documentation related to the barring notice at the front desk.
- Determine, at the time of the incident and in collaboration with the Principals, whether the local police must be contacted.
- Maintain an accurate and current list of individuals who have been issued a Withdrawal of Consent notice.
- Enforce the Withdrawal of Consent notice by escorting individuals out of the building and off school grounds in a peaceful, quiet, and orderly fashion.
- Not engage any prohibited individual off school grounds using combative language, tone, or action.
- Contact the local police department in the event that an individual becomes physically confrontational or refuses to comply with the Withdrawal of Consent notice.

Refusal to Leave Campus

Anyone who refuses to leave after being asked by the Principal, or who enters the premises (including parking lots, playground, sidewalks, and school building) without proper authorization in accordance with this policy, may become subject to the local criminal laws regarding trespass and unlawful entry.

Further conduct of this nature by the visitor may lead to the School's pursuit of a restraining order against such visitor which would prohibit him/her from coming onto school grounds or attending School activities for any purpose for a statutorily prescribed period.

The Principal or designee may seek the assistance of the police in dealing with or reporting any visitor in violation of this policy.

Medication Administration Policy

Rocketship is committed to supporting the health of its students and meeting the needs of students with medical conditions, in compliance with Wisconsin laws. This policy addresses the requirements for students who need to take medication during the school day, including required documentation and training for staff members. The policy also addresses emergency medical situations; epinephrine auto-injectors; and asthma inhalers.

I. Medication Information Form

Before medication can be kept or administered at Rocketship, a student's parent/guardian must complete and submit a Medication Information Form. The Information Form must include:

- Written authorization, signed by the student's parent/guardian, that states:
 - The name of the student;
 - Emergency contact information for the student's parent/guardian;
 - Contact information for the student's licensed health practitioner;
 - The name, purpose, and prescribed dosage of the medication;
 - The frequency that the medication is to be administered;
 - The possible side effects of the medication as listed on the label;
 - Special instructions or emergency procedures;
 - In the case of self-administered medication, confirmation that the student has been instructed in the proper technique for self-administration of the medication and has demonstrated the ability to self-administer the medication effectively.
 - That an employee or agent of the school may administer medication to the student in accordance with all applicable Wisconsin laws and regulations; or
 - in the case of self-administration, the student may possess and self-administer the medication at Rocketship, at Rocketship-sponsored activities, and while on Rocketship-sponsored transportation; and
 - that the name of the student may be distributed to appropriate school staff, as determined by the Principal.
- Written acknowledgment that Rocketship Public Schools, or an employee or agent of Rocketship Public Schools shall be immune from civil liability for the good-faith performance of responsibilities in accordance with this policy.

Immediately following any changes regarding the health or treatment of the student, the parent/guardian must submit an amended Medication Information Form to Rocketship. All Medication Information Forms must be updated at least annually.

II. Administration of Medication

In accordance with Wis. Stat. 118.29(2), a Rocketship employee may administer or assist in the self-administration of the following:

- Prescription drug products, in compliance with the written instructions of a practitioner, with parent/guardian consent. The prescription drug must be supplied in the original package, and the package must specify the name of the pupil, the name of the prescriber, the name of the prescription drug, the dose, the effective date, and the directions in legible format.
- Nonprescription drug products which may lawfully be sold over the counter without a prescription to a pupil, in compliance with the written instructions and consent of the pupil's parent or guardian and the written approval of the pupil's licensed health care practitioner. The nonprescription drug product must be supplied in the original manufacturer's packaging, and the package must list the ingredients and recommended therapeutic dose in a legible format.
- Epinephrine and glucagon, as described in this policy.
- First aid emergency care, in accordance with Wis. Stat. § 118.29(3)

School staff should NOT provide any over-the-counter medications or therapeutic/homeopathic remedies (i.e. cough drops, herbal teas) to students unless the student has:

- a note from an authorized health care provider that prescribes the use of the remedy, including the amount or dose to be given, and the method and timing of the administration; AND
- a written statement from a parent/guardian permitting the use of the remedy at the school.

III. Epinephrine

Student Possession and Self-Administration

Pursuant to Wis. Stat. 118.292, a student may possess and use an epinephrine auto-injector if the following conditions are met:

- The student uses the epinephrine auto-injector to prevent the onset or alleviate the symptoms of an emergency situation.
- Rocketship obtains the written approval of the student's physician and the written approval of the student's parent or guardian, in accordance with the requirements in Section I above.

In accordance with Wis. Stat. 118.292(2), Rocketship Public Schools and its personnel shall not be civilly liable for any injury incurred by a student or any other individual as a result of a student using an epinephrine auto-injector under this policy.

School Administration in Emergency Situations

Pursuant to Wis. Stat. § 118.2925(1), Rocketship schools in Wisconsin may adopt a plan for the management of pupils attending the school who have life-threatening allergies. This plan shall

specify the training necessary for use of epinephrine auto-injectors and must be approved by a physician. Any school that adopts this plan must make the plan available on its website.

Once a school has adopted a plan, the school may obtain a prescription for epinephrine autoinjectors in the name of the school prescribed by a physician, advanced nurse practitioner, or physician assistant.

The school may authorize the school nurse or designated school personnel to do any of the following on school premises or at a Rocketship-sponsored activity:

- Provide an epinephrine auto-injector to a student to self-administer the epinephrine auto-injector in accordance with a prescription specific to the student that is on file with the school.
- Administer an epinephrine auto-injector to a student in accordance with a prescription specific to the student that is on file with the school.
- Administer an epinephrine auto-injector to a student or other person who the school nurse or designated school personnel in good faith believes is experiencing anaphylaxis in accordance with a standing protocol from a physician, an advanced practice nurse prescriber, or a physician assistant, regardless of whether the student or other person has a prescription for an epinephrine auto-injector. If the student or other person does not have a prescription for an epinephrine auto-injector, or the person who administers the epinephrine auto-injector does not know whether the student or other person has a prescription for an epinephrine auto-injector, the person who administers the epinephrine auto-injector shall, as soon as practicable, report the administration by dialing 911.

In accordance with Wis. Stat. 118.2925(5), Rocketship Public Schools and its designated school personnel, and a physician, advanced practice nurse prescriber, or physician assistant who provides a prescription or standing protocol for school epinephrine auto-injectors, are not liable for any injury that results from the administration or self-administration of an epinephrine auto-injector under this policy, regardless of whether authorization was given by the student's parent or guardian or by the student's physician, physician assistant, or advanced practice nurse prescriber, unless the injury is the result of an act or omission that constitutes gross negligence or willful or wanton misconduct. The immunity from liability provided under this subsection is in addition to and not in lieu of that provided under Wis. Stat. 895.48.

Pursuant to Wis. Stat 218, this section also applies to epinephrine pre-filled syringes.

IV. Asthmatic Pupils

Pursuant to Wis. Stat. § 118.291(1r), a student with asthma may possess and use a metered dose inhaler or dry powder inhaler while at school, at a Rocketship-sponsored activity, or under the supervision of a Rocketship authority, if all of the following conditions are met:

- The student uses the inhaler before exercise to prevent the onset of asthmatic symptoms or uses the inhaler to alleviate asthmatic symptoms;
- Rocketship obtains the written approval of the student's physician and the written approval of the student's parent or guardian, in accordance with the requirements in Section I above.

In accordance with Wis. Stat. § 118.291(2), Rocketship and its personnel shall not be civilly liable for injury to a student caused by a Rocketship employee who prohibits a student from using an inhaler because of the employee's good faith belief that the requirements of Wis. Stat. 11.291(1r) had not been satisfied or who allows a student to use an inhaler because of the employee's good faith belief that the requirements of sub. (1r) had been satisfied.

V. Glucagon

In accordance with Wis. Stat. § 118.2925(2), a Rocketship employee, agent, or volunteer may administer glucagon to any student who Rocketship knows is diabetic and who appears to be experiencing a severe low blood sugar event with altered consciousness. As soon as practicable, Rocketship must report this administration to an emergency medical service provider.

VI. Resuscitation

Rocketship school employees are trained and expected to respond to emergency situations without discrimination. If any student or staff member needs resuscitation, staff shall make every effort to resuscitate him/her. Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such advance directives shall not be communicated to staff.

VII. Storage of Medication

In accordance with Wis. Stat. § 118.29, any prescription or nonprescription drug supplied by a student's parent/guardian must be in the original manufacturer's package.

Nonprescription drugs must list the ingredients and recommended therapeutic dose. Prescription drugs must specify the name of the student, the name of the prescriber, the name of the prescription drug, the dose, the effective date, and the directions in a legible format.

VIII. Training

Training is required for any Rocketship employee or volunteer before he/she administers any non-prescription or prescription drug product in the following manners: injected into a student; inhaled by a student; rectally administered to a student; or administered into a nasogastric, gastrostomy, or jejunostomy tube. Any such training must be approved by the Wisconsin Department of Education.

This training requirement does not apply to health care professionals or for cases in which medication is administered orally.

IX. Maintenance of Records

Rocketship will create and maintain a list of students with valid Medication Information Forms, including the emergency contact information for each student. The Principal may distribute the list among appropriate employees or agents.

X. Misuse

A student who self-administers medication while at school, at a school-sponsored activity, or while on school-sponsored transportation for a purpose other than his or her own treatment will be subject to disciplinary action in accordance with Rocketship's Student Discipline Policy. Such disciplinary action shall not limit or restrict the access of a student to his or her prescribed medication. Rocketship will promptly notify the student's parent/guardian of any disciplinary action imposed.

XI. Limitation of Liability

Pursuant to Wis. Stat. 118.29(2)(a)(3), Rocketship Public Schools and its employees and volunteers who administer non-prescription or prescription drug products to students under this policy are immune from civil liability for their acts or omissions unless (1) the act is in violation of the training requirements in this policy or (2) the act or omission constituted a high degree of negligence. This does not apply to health care professionals.

Additionally, Rocketship principal who authorize an employee or volunteer to administer a non-prescription or prescription drug product to a student under this policy is immune from civil liability for the act of authorization unless it constitutes a high degree of negligence or the principal authorizes a person who has not completed the required training under this policy.

Policy Appendix - Tennessee

Mandated Reporter Policy

In Tennessee, certain professionals are required to report known or suspected child abuse and neglect. School teachers, administrators, counselors and staff are legally mandated reporters. As an employee of a Rocketship Education school, or an employee of the Rocketship Network Support office who has regular contact with children, you are a Mandated Reporter.

This “Mandated Reporter Policy” is intended to inform Rocketship Education employees of their responsibilities and rights under Tennessee Code Annotated, Title 37, Chapter 1, Part 4, as well as the procedures for complying with the statute.

What Types of Abuse Must Be Reported?

Under state law, child abuse is defined as any wound, injury, disability, or physical or mental condition that is of such nature as to reasonably indicate that it has been caused by brutality, abuse, or neglect or that, on the basis of available information, reasonable appears to have been caused by such. For practical purposes, the descriptions of abuse under the California section of this handbook also apply in Tennessee.

Possible indicators of abuse or neglect may include:

- The child has repeated injuries that are not properly treated or adequately explained.
- The child begins acting in unusual ways ranging from disruptive and aggressive behaviors to passive and withdrawn behaviors.
- The child acts in the role of parent toward their brothers and sisters or even toward their own parents.
- The child may have disturbed sleep (nightmares, bed wetting, fear of sleeping alone, needing a nightlight, etc.).
- The child loses his/her appetite, overeats, or may report being hungry.
- There is a sudden drop in school grades or participation in activities.

- The child may act in stylized ways, such as sexual behavior that is not normal for his/her age group.

Procedures for Reporting:

1. The moment you have a reasonable cause to suspect abuse or neglect or the threat of abuse or neglect, you must immediately inform, by telephone or personally, the county department, a licensed child welfare agency or the police department of the facts and circumstances contributing to a suspicion of abuse.
2. In the Nashville Area, you can contact the: Department of Children's Services, Central Intake (877) 237-0004 or (877) 54ABUSE [(877) 542-2873] or Metro Nashville Police Department (615) 862-8600. If you feel that the child is in immediate danger, please dial 911.
3. Joint Knowledge
 1. It is the policy of Rocketship Education to report suspicion of abuse to the Principal of the school, unless the Principal is the subject of the suspicion. REMEMBER, reporting the information to a supervisor, principal, coworker or any other person shall not be a substitute for making a mandated report to one of the agencies specified above.
 2. All mandated reporters with knowledge should make a report.
 3. Knowledge that a report has already been made by an outside party is not a substitute for making a mandated report.
4. Reporting Abuse to Parents or Legal Guardians
 1. If a teacher, school official or other school personnel makes a report as required by this policy and has reasonable cause to assume that the abuse occurred on school grounds or while the child was under supervision or care of the school (including transportation to and from school), the Principal or Assistant Principal shall verbally notify the parent or legal guardian of the student that a report has been made. The Principal shall also provide other information relevant to the future well-being of the child while under the supervision or care of the school to the parent or legal guardian within twenty-four (24) hours. Such notice shall not be sent to any parent or legal guardian if there is reasonable cause to believe that such parent or legal guardian may be the perpetrator or in any way responsible for the child abuse or child sexual abuse. If the Principal is the suspected abuser, the reporting person shall make efforts not to involve the suspect in the conversation with the parent or guardian.
 2. Once notice is sent, the Principal shall provide to the parent or legal guardian all school information and records relevant to the alleged abuse or sexual abuse, if

requested by the parent or legal guardian, provided such information is edited to protect the confidentiality and identity of the person who made the report, or other person whose life or safety may be endangered by the disclosure, and any information made confidential by federal law.

5. Within a six (6) hour period of reporting the neglect and/or abuse to the authorities, the reporting person(s) shall make a written summary of his/her report. One copy shall be retained in the Principal's office, unless the Principal is the suspected abuser, and the person making the report shall keep one copy. Nothing in the reporting procedures shall eliminate the staff member's legal responsibility to directly make a report to the authorities stated above.

What Should the Report Include?

A report of child abuse shall include, to the extent known, the following:

- The name, address and age of the child
- The name and address of the person(s) responsible for the care of the child
- The nature and extent of the abuse or neglect
- Any other pertinent information that may relate to the cause or extent of the abuse or Neglect.

Immunity and Confidentiality

By law, the person reporting in good faith shall be immune from any civil or criminal action and his/her identity shall remain confidential except when the juvenile court determines otherwise.

Abuse and neglect reports are not part of the educational record and shall be maintained separately from the educational record in a secured location. They are not subject to the disclosure and other requirements of the Federal Education Rights and Privacy Act (FERPA).

Failure to Report

Any person who knowingly fails to make a report required by § 37-1-403 commits a Class A misdemeanor.

Making False Reports

Any person who either verbally or by written or printed communication knowingly and maliciously reports, or causes, encourages, aids, counsels or procures another to report a false accusation of child sexual abuse or false accusation that a child has sustained any wound, injury, disability or physical or mental condition caused by brutality, abuse or neglect commits a Class E felony.

Student Dress Code

Student uniforms help minimize disruption during the school day, promote respect for oneself and others, and foster school/community spirit. Students are expected to wear the Rocketship uniform to school every day.

The Rocketship uniform consists of a khaki bottom (pants, shorts, dress, skirt, or skorts) and a dark purple collared shirt. Students may also wear a Rocketship polo shirt or t-shirt, which can be purchased from the school Office Manager. Shirts must be tucked in at all times, which Rocketship considers being “dressed for success.”

Students should also wear closed toe shoes. Sandals are not considered to be safe or appropriate for school.

The following are considered to be dress code violations and are NOT permitted on any Rocketship campus:

- Dresses and shorts which are shorter than mid-thigh
- Thin strap shirts/blouses (thinner than two inches)
- Tank tops (including white, ribbed undershirts)
- Clothing or accessories that are sexually provocative
- Clothing or accessories that identify a student with non-school clubs, profanity, obscenity, references to drugs, alcohol, tobacco, gangs (e.g., red, blue, yellow, color) or prison culture, name insignia
- Attire with writing that degrades individuals or groups
- Body piercings that create a safety hazard are not acceptable; moderate sized earrings are acceptable
- Platform shoes or high heels over 2.5 inches high
- Underwear or undergarments that are visible
- Exposed midriff areas
- Pants that sag around the waist
- Intentionally torn pants or jeans
- Untied shoelaces
- Hats, bandanas, non-religious head coverings
- Sunglasses may not be worn in the building, but may be worn outside to protect from the sun

Students who repeatedly do not come to school in uniform may lose privileges. In addition, Rocketship may contact the student’s parent/guardian to discuss the dress code violation.

Discrimination, Harassment, Intimidation, and Bullying Policy

Statement of Non-Discrimination

Rocketship is committed to equal opportunity for all individuals in education. Harassment, intimidation, bullying, and sexual harassment are all forms of discrimination and are disruptive behaviors that interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. Rocketship prohibits discrimination in all forms, inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. It does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic.

Rocketship adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004. Rocketship is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. Rocketship prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

Rocketship does not condone or tolerate harassment of any type, including bullying, discrimination, or intimidation, by any employee, independent contractor or other person with which the Rocketship does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. To the extent possible, Rocketship will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to respond to such behaviors in a timely manner. Rocketship school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so. Rocketship will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Harassment and Retaliation Prohibited

Harassment is a form of discrimination and Rocketship is committed to maintain a learning environment that is free from harassment. Rocketship prohibits harassment based on an individual's membership in a protected class by a student, teacher, administrator or other school

personnel, by any other person who is participating in, observing, or otherwise engaged in school activities, including sexual harassment and harassment consistent with Title IX, 20 U.S.C. § 1681 et seq. and State law. It prohibits harassment based upon race, color, religion, national origin, sex, age, personal appearance, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a complainant of an intrafamily offense, place of business or residence, credit information, gender, gender identity, gender expression, marital status, sexual orientation, pregnancy, childbirth, reproductive health decisions, or related medical conditions, or any other basis protected by applicable law.

Prohibited Harassment includes, but is not limited to the following:

- Any unwelcome physical, verbal, nonverbal, or electronic conduct based on the aforementioned protected traits.
- Prohibited stalking involves a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Prohibited Sexual Harassment includes, but is not limited to the following:

- Unwelcome sexual advances of a student by another student; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication (including electronic communication) of a sexual nature (including sexual assault) that adversely affects the student in the ways set forth above.
- Abusive or coercive behavior or dating violence against one student by another student where a dating partner uses threats of, or actually uses physical, emotional, economic, technological, or sexual abuse to exert power or control over a current or former dating partner.
- Welcome AND unwelcome sexual advances of a student by a school employee; requests for sexual favors of a student by a school employee; sexually motivated physical, verbal, or nonverbal conduct by a school employee directed at a student; or other conduct or communication (including electronic communication) of a sexual nature directed to a student by a school employee.

A hostile environment exists if the harassment is sufficiently serious that it denies or limits the complainant's ability to participate in or benefit from the school's program (e.g., skipping class, dropping out of an activity, having trouble concentrating in class).

Retaliation includes any adverse action taken against an individual because they reported sexual harassment, dating violence, or discrimination, provided information, witnesses, assisted, participated, or refused to participate in an investigation or proceedings in relation to any of those acts. Rocketship prohibits retaliation against any individual who has made a complaint pursuant to this policy in good faith, assisted in an investigation, or otherwise exercised rights

protected by law. Rocketship also prohibits taking any adverse action against an individual based on an unsubstantiated allegation or rumor of harassment. Any student who is subject to retaliation in violation of this policy or who knows of another student who has been subject to retaliation is urged to report it as soon as possible to school staff or the Title IX Compliance and Civil Rights Officer.

Reporting Process

Reports of Discrimination or Harassment - General. Students, parents or staff should report a claim of discrimination or harassment and the alleged acts promptly to a teacher, counselor, or school administrator. Reports do not have to be made by the complainant. Reports can be made in person, by mail, by telephone, or by email, using the complaint form attached below. A school employee who receives a report of discrimination that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation under Title IX, has knowledge or should reasonably know about the aforementioned violations should promptly notify Rocketship's Title IX Compliance and Civil Rights Officer for next steps.

Reports of a Title IX Violation. Reports of alleged acts that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation subject to review under Title IX should be made to the Title IX Compliance and Civil Rights Officer:

Renita Thukral

Title IX Compliance and Civil Rights Officer

350 Twin Dolphin Drive, Suite 109 Redwood City, CA 94056 rthukral@rsed.org

The Title IX Compliance and Civil Rights Officer is the Rocketship staff member designated by Rocketship to coordinate its responsibilities under Title IX. Upon receipt of a complaint, Rocketship will provide information to the complainants about the investigation process, about their rights under Title IX and other relevant laws.

Confidentiality

To the greatest extent possible, Rocketship shall respect the privacy of individuals who report potential violations of this policy, individual(s) against whom a report is filed, and witnesses. Rocketship will notify individuals/agencies of incidents of discrimination only to the extent allowed by law. Any notifications to other parties will be made only to ensure that services are provided to the complainant(s) and respondent and to protect the complainant(s) from further or sustained victimization. The Title IX Compliance and Civil Rights Officer/designee conducting the investigation will be responsible for making determinations about confidentiality. Rocketship will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Rocketship to provide the supportive measures.

Process for Investigating Complaints of Discrimination and Harassment

General Complaints of Discrimination and Harassment. Complaints of discrimination or harassment that do not involve allegations of Title IX violation or allegations of sexual harassment should be made under the General Complaint Procedures described under the Notification of Rights and Assurances section of this Handbook..

Complaints under Title IX. Complaints governed by Title IX of the Education Amendments of 1972 are reported to the Title IX Compliance and Civil Rights Officer and an investigation of those complaints are conducted promptly and impartially pursuant to related Title IX Complaint Procedures outlined under the Notification of Rights and Assurances section of the Student/Parent Handbook.

Bullying Prevention

“Bullying” is deliberate or intentional behavior using words or actions, intended to cause fear, intimidation, or harm. Bullying may be repeated behavior and involves an imbalance of power. The behavior may be motivated by an actual or perceived distinguishing characteristic, such as, but not limited to: age; national origin; race; ethnicity; religion; gender; gender identity; sexual orientation; physical attributes; physical or mental ability or disability; and social, economic, or family status.

Bullying behavior can be:

- Physical (e.g. assault, hitting or punching, kicking, theft, threatening behavior)
- Verbal (e.g. threatening or intimidating language, teasing or name-calling, racist remarks)
- Indirect (e.g. spreading cruel rumors, intimidation through gestures, social exclusion, and sending insulting messages or pictures by mobile phone or using the internet – also known as cyber bullying)

Alleged incidents of bullying will be promptly investigated by designated Rocketship staff members. Rocketship Public School’s policy and procedures for addressing bullying complaints through either the general complaint procedures or the Title IX procedures (as appropriate) are described under the Notification of Rights and Assurances section of the Student/Parent Handbook.

Suspension and Expulsion

We believe that our students are best served when they are present at school every day. However, we recognize that situations may occur when a student commits a behavioral offense that is so severe that the student may become subject to suspension or expulsion.

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

When disciplinary infractions occur, our Principals are expected to respond in accordance with our Student Discipline Policy, which encourages positive behavioral interventions and supports and outlines available in-school disciplinary actions. The decision to pursue a suspension is, in most circumstances, largely at the discretion of the school leadership team in accordance with state law and should only be considered in cases of egregious behavioral infractions – and, even then, should be viewed as a last resort—as we believe that our students are best served when they are present at school every day. Recommendations for expulsion should not be pursued except in the most extreme cases, as our policy is to do whatever it takes to serve every student who enrolls in a Rocketship school.

If a situation does arise where a Principal feels that the student should be suspended or recommended for expulsion, this policy was written to guide the process. The policy has been written in accordance with relevant federal and state laws and regulations. It addresses grounds for suspension and expulsion; suspension and expulsion procedures; the maintenance of disciplinary records; student appeal rights; rehabilitation and readmission; and special procedures for the consideration of suspension and expulsion of students with disabilities.

I. Grounds for Suspension and Expulsion

In Tennessee, students may, at the discretion of the Principal in consultation with his/her manager, be suspended for any of the following offenses. Please note that if it is determined that a student has engaged in any of the following behaviors, the decision to suspend and/or recommend for expulsion is discretionary and in the judgment of the school Principal after considering all surrounding circumstances.

- Willful and persistent violation of the rules of the school;
- Immoral or disreputable conduct or vulgar or profane language;
- Violence or threatened violence against the person of any personnel attending or assigned to any public school;
- Willful or malicious damage to real or personal property of the school, or the property of any person attending or assigned to the school;
- Inciting, advising or counseling of others to engage in any of the acts enumerated above;
- Marking, defacing or destroying school property;
- Possession of a pistol, gun or firearm on school property;
- Possession of a knife and other weapons, as defined in T.C.A. § 39-17-1301 on school property;
- Assaulting a principal, teacher, school bus driver or other school personnel with vulgar, obscene or threatening language;
- Unlawful use or possession of barbitol or legend drugs, as defined in T.C.A. § 53-10-101;
- One or more students initiating a physical attack on an individual student on school property or at a school activity, including travel to and from school or a school activity;
- Making a threat, including a false report, to use a bomb, dynamite, any other deadly explosive or destructive device, including chemical weapons, on school property or at a school sponsored event;
- Any other conduct prejudicial to good order or discipline in any public school; and
- Off-campus criminal behavior that results in the student being legally charged with a felony and the student's continued presence in school poses a danger to persons or property or disrupts the educational process.

Under Tennessee law, certain offenses are considered “zero tolerance” and will result in **mandatory expulsion**:

- A student determined to have brought to school or to be in unauthorized possession on school property of a firearm, as defined in 18 U.S.C. § 921, shall be expelled for a period of not less than one calendar year, except that the Board of Directors may modify this expulsion on a case-by- case basis.
- A student committing aggravated assault as defined in T.C.A. § 39-13-102 upon any teacher, principal, administrator, any other Rocketship employee.
- A student is unlawfully possessing any drug including any controlled substance, as defined in T.C.A. § 39-17-403 through § 39-17-415, controlled substance analogue, as defined by T.C.A. § 39-17-454, or legend drug, as defined by T.C.A. § 53-10-101, shall be expelled for a period of not less than one calendar year, except that the Board of Directors may modify this expulsion on a case-by- case basis.

II. Suspension Procedures

Suspensions shall be initiated according to the following procedures:

Conference

Except in an emergency, a student shall not be suspended until that student has been advised of the nature of the student's misconduct, questioned about it, and allowed to give an explanation.

Notice to Parents/Guardians

Upon suspension of any student, other than for in-school suspension of one day or less, the principal shall, within twenty-four (24) hours, notify the parent or guardian and the director of schools or the director of schools' designee of:

- The suspension, which shall be for a period of no more than 10 days;
- The cause for the suspension; and
- The conditions for readmission, which may include, at the request of either party, a meeting of the parent or guardian, student and principal.

Suspension Time Limits

Suspension of a student should not be for more than 10 days. If the suspension is for more than five days, the principal shall develop and implement an intervention plan for improving the behavior.

Rights During Suspension

The suspended student shall not be denied the opportunity to take any quarterly, semester or grading period examinations or to complete coursework missed during the suspension period.

III. Suspension in Excess of 10 School Days and Expulsion

10+ Day Suspension or Expulsion

If, at the time of the suspension, the Principal determines that an offense has been committed that would justify a suspension for more than 10 days or an expulsion, the person may suspend a student unconditionally for a specified period of time or upon such terms and conditions as are deemed reasonable, or recommend expulsion of the student.

Delegation of Authority

The full authority of the Rocketship Public Schools Board of Directors ("Board") to hear and

conduct appeals shall be granted to the Academic Affairs Committee, a committee of the Board (the "Committee"). The Committee shall consist of three directors of the Board.

Appeal

If the principal or assistant principal determines that a student has committed an offense that requires a suspension in excess of 10 school days or an expulsion, the principal shall immediately give written or actual notice to the parent or guardian and the student of the right to appeal the decision.

All appeals must be filed, orally or in writing, within five days after receipt of the notice and may be filed by the parent or guardian, the student or any person holding a teaching license who is employed by the school system if requested by the student.

The appeal of the decision of the principal or assistant principal shall be to a disciplinary hearing panel appointed by the Academic Affairs Committee. The disciplinary hearing panel shall consist of at least one licensed employee of the charter school.

The hearing shall be held no later than 10 days after the beginning of the suspension or recommendation for expulsion. The disciplinary hearing panel shall give written notice of the time and place of the hearing to the parent or guardian, the student and the school official who ordered the suspension. If an employee requests a hearing on behalf of the student, notice shall be sent to the employee as well.

After the hearing, the disciplinary hearing panel may affirm the decision of the principal, order removal of the suspension unconditionally or upon such terms and conditions as it deems reasonable, expel the student, or suspend the student for a specified period of time.

Record of Hearing

The hearing officer or panel shall keep a written record of the proceedings, including a summary of the facts and the reasons supporting the decision. Each party shall be informed of the right to a complete record of the proceeding.

Appeal of Decision by Disciplinary Hearing Panel

The student or Principal, within five days of the decision, requests review by the Vice President of Schools. Absent a timely appeal, the decision shall be final.

The Vice President of Schools shall review the file and, within five days of receipt of the request to review, affirm the decision of the principal or order remove of the suspension or expulsion

unconditionally or upon such terms and conditions as it deems reasonable. If the Vice President of Schools chooses to affirm the decision of the Principal, the student may, within five days of the decision, request review by the Academic Affairs Committee. Absent a timely appeal, the decision shall be final.

The Academic Affairs Committee, based upon a review of the record, may grant or deny a request for a hearing and may affirm or overturn the decision of the disciplinary hearing panel with or without a hearing before the Committee; provided, that the board may not impose a more severe penalty than that imposed by the disciplinary hearing panel without first providing an opportunity for a hearing before the Committee.

If the Committee conducts a hearing as a result of a request for review by a student, then, notwithstanding any provision of the open meetings laws compiled in title 8, chapter 44, or other law to the contrary, the hearing shall be closed to the public, unless the student or student's parent or guardian requests in writing within five days after receipt of written notice of the hearing that the hearing be conducted as an open meeting. The hearing shall take place no more than 21 days after receipt of the request for review.

If the Committee conducts a hearing as a result of a request for review by a student that is closed to the public, then the Committee shall not conduct any business, discuss any subject or take a vote on any matter other than the appeal to be heard.

The action of the Academic Affairs Committee shall be final.

Disciplinary Records

Rocketship Public Schools shall maintain records of all student suspensions and expulsions at Rocketship Schools.

Rehabilitation and Readmission

At the time of the expulsion order, students who are expelled shall be given a rehabilitation plan, to be developed by the Academic Affairs Committee in conjunction with Rocketship staff, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may be reviewed for readmission to a Rocketship school.

The decision to readmit a pupil who has been expelled from a Rocketship school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment.

The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon RSPS's capacity at the time the student seeks readmission.

The decision to admit a pupil who has previously been expelled from another school, school district or charter school shall be in the discretion of the Principal following a meeting with the pupil and guardian or representative to determine whether the pupil poses a threat to others or will be disruptive to the school environment. Where applicable, the Principal may also consider whether the pupil has completed any rehabilitation plan or other improvement measures prescribed by the pupil's previous school. The Principal shall make a recommendation following the meeting regarding his or her determination. The pupil's admission is also contingent upon RSPS's capacity at the time the student seeks admission.

IV.Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Procedural Safeguards/Manifestation Determination

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct a manifestation determination shall take place. "Change of Placement" includes a recommendation for expulsion or a cumulative removal of more than 10 school days in a school year. Rocketship, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- If the conduct in question was caused by ,or had a direct and substantial relationship to, the child's disability; or

- If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If Rocketship, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Rocketship, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

1. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
2. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
3. Return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

If the school, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the school believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the school agree otherwise.

Special Circumstances

Rocketship personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than 45 days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Rocketship had knowledge that the student was disabled before the behavior occurred.

Rocketship shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Rocketship supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- The parent has requested an evaluation of the child.
- The child's teacher, or other Rocketship personnel, has expressed specific concerns about a

pattern of behavior demonstrated by the child, directly to the director of special education or to other Rocketship supervisory personnel.

If the school knew or should have known the student had a disability under any of the three circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the school had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents, however the student shall remain in the education placement determined by Rocketship pending the results of the evaluation.

Rocketship shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Campus Access and Visitors

Rocketship strives to create campuses that are welcoming to families, volunteers, and community members while maintaining a safe and secure environment for students and staff. This policy addresses management of the campus access points; prohibitions against loitering; procedures for visitor registration; procedures to follow when arranging for a campus visit; and barring an individual from campus. "Campus" in this policy is defined as the entire indoor and outdoor premises, including the school building(s), sidewalks, parking lots, driveways, playgrounds, and courtyards.

Campus Access Points

Whenever students are in the building, the front office, and controlled access points to each Rocketship campus will be supervised by a Rocketship staff member. Visitors will also be required to undergo an ID check, a registered sex offender check, and adhere to any other security measures (i.e., sign-in/sign-out sheets) that the school has implemented. The school will inform visitors of any specific follow-up that may be required for visitors who are not able to provide proper identification or who are flagged with a sex offender offense.

All doors leading into school buildings should remain closed and locked at all times and only opened by authorized staff members.

Loitering

Parents/guardians and other visitors, including children who are not students at the school, shall not loiter on the school premises, including in the parking lot and outside school buildings. This includes children of staff members who are students at another school. The parking lot shall be used for picking up and dropping off students, and while conducting business.

Parents/guardians and other visitors are expected to leave the campus premises upon the conclusion of any business matters or after dropping their student off at school. If a parent or guardian wishes to visit the school to view the educational program, the visitor must adhere to the following procedures, which have been developed to ensure the safety of students and staff as well as to minimize interruption of the instructional program.

Visitor Registration and Passes/Badges

- All visitors (including Rocketship Public Schools regional and national staff members) must be registered and checked in via VisitU with their current government issued ID with the security guard immediately upon entering any school building or grounds at any time that students are in the building. Schools will be required to provide a sign-in sheet for any event held on campus.
- If visitors are flagged with a sex offender offense, security will deny entry and connect them with school administrators. ***This will not prohibit families from picking up their student for dismissal if they are listed as an allowed pick-up person on the Powerschool pick up list.***
- The Principal, or designee, may refuse to register an outsider if he or she has a reasonable basis for concluding that the visitor is in possession of a firearm; or the visitor's presence or acts would disrupt the school, its students, its teachers, or its other employees; would result in damage to property; or would result in the distribution or use of unlawful or controlled substance.
- Visitors in disguise or costume will not be allowed entrance onto campus without prior agreement with the school administration.
- After registering with the security guard, visitors who are not Rocketship employees will be issued a VisitU badge that they must display at all times while on campus. Rocketship regional/national staff ("Network Support") will receive a badge from the Regional Director of Operations. Network Support staff must display their badge on their persons at all times while at a school site. If a Network Support staff member forgets his/her badge, he/she will need to register with VisitU and obtain a Visitor's Pass from the front office or security.
- All visitors must also sign out when leaving the campus.
- The Principal or designee may withdraw consent for an individual to be on campus, even if the visitor has a right to be on campus, whenever there is reasonable basis for concluding that the visitor presence on school grounds would interfere or is interfering with the

peaceful conduct of the activities of the school, or would disrupt or is disrupting the school, its students, its teachers, or its other employees.

- The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements, law enforcement may be notified and he/she may be guilty of a misdemeanor.

Arranging for a Campus Visit

Visits during school hours should be arranged with the teacher and Principal (or designee) in advance. Teacher conferences should be arranged by appointment in advance and must be scheduled to take place during non-instructional time. Parents/guardians who want to visit a classroom during school hours should first obtain approval from the classroom teacher and the Principal or designee. Classroom observations should be requested in advance and are approved at the Principal or designee's discretion.

No electronic listening or recording device may be used by students or visitors in a classroom without the teacher's and Principal's written permission. Failure to abide by this is a violation of this Policy and may subject a visitor to losing his/her privilege to be on campus in accordance with Section III above.

Visitor Conduct

All visitors, regardless of their reason for being on campus, are expected to act in accordance with all Rocketship rules and policies while on the school premises. Visitors are strictly prohibited from having any physical contact with any student for any reason, including touching, grabbing, or holding a student. Visitors are also strictly prohibited from scolding, disciplining, or yelling at any student. If a visitor has a concern about a student's conduct, the visitor should promptly alert a Rocketship staff member.

This policy also applies to conduct during virtual programming (i.e., virtual instruction, events, etc.). Individuals who appear at a virtual event with a Rocketship student and whose conduct violates this policy will receive consequences in accordance with Rocketship policies.

Withdrawing Consent for Individuals to be on Campus

Rocketship recognizes that situations could arise where it may become necessary for the Principal and/or the Principal's supervisor to prohibit an individual from entering or remaining on a Rocketship campus. Such situations may include an individual's possession or reasonable suspicion of an individual's possession of a firearm, an individual engaging in violence, threats of violence, harassment, or any other behavior that the Principal deems to be disruptive of the

learning environment or in violation of Rocketship policy. Such actions will comply with any relevant state law requirements.

Withdrawal of consent is specific to each individual Rocketship campus and its related activities. Principals generally have the authority to withdraw consent for a disruptive individual, and to do so, they must follow Rocketship's internal protocol and comply with all applicable laws. Principals may not withdraw consent for an individual beyond his/her particular campus, unless specific authorization is granted by the Director of Schools or the legal department. It is the responsibility of the Business Operations Manager, Office Manager, and school security to:

- Enforce photo identification verification 100% of the time to ensure no barred individuals enter the building.
- Document and maintain procedures for pick-up, drop-off and any documentation related to the barring notice at the front desk.
- Determine, at the time of the incident and in collaboration with the Principals, whether the local police must be contacted.
- Maintain an accurate and current list of individuals who have been issued a Withdrawal of Consent notice.
- Enforce the Withdrawal of Consent notice by escorting individuals out of the building and off school grounds in a peaceful, quiet, and orderly fashion.
- Not engage any prohibited individual off school grounds using combative language, tone, or action.
- Contact the local police department in the event that an individual becomes physically confrontational or refuses to comply with the Withdrawal of Consent notice.

Refusal to Leave Campus

Anyone who refuses to leave after being asked by the Principal, or who enters the premises (including parking lots, playground, sidewalks, and school building) without proper authorization in accordance with this policy, may become subject to the local criminal laws regarding trespass and unlawful entry.

Further conduct of this nature by the visitor may lead to the School's pursuit of a restraining order against such visitor which would prohibit him/her from coming onto school grounds or attending School activities for any purpose for a statutorily prescribed period.

The Principal or designee may seek the assistance of the police in dealing with or reporting any visitor in violation of this policy.

Medication Administration Policy

Rocketship is committed to supporting the health of its students and meeting the needs of students with medical conditions, in compliance with Tennessee laws. This policy addresses the requirements for students who need to take medication during the school day, including required documentation, storage, and training for staff members. The policy also addresses the use of medication to treat designated health conditions including asthma, life-threatening allergies, seizures, and diabetes, as well as Rocketship's response to emergency medical situations.

I. Medication Administration Form

Before medication can be kept or administered at Rocketship, a student's parent/guardian must complete and submit a Medication Administration Form. The Medication Administration Form must include:

- Written medical authorization, signed by a licensed health practitioner, that states:
 - The name of the student;
 - Emergency contact information for the student's parent/guardian;
 - Contact information for the student's licensed health practitioner;
 - The name, purpose, and prescribed dosage of the medication;
 - The frequency that the medication is to be administered;
 - The possible side effects of the medication as listed on the label;
 - The circumstances under which the medication may or must be administered;
 - Special instructions or emergency procedures;
 - In the case of self-administered medication, confirmation that the student has been instructed in the proper technique for self-administration of the medication and has demonstrated the ability to self-administer the medication effectively.
- Written authorization, signed by the student's parent/guardian, that states:
 - That a trained employee or agent of the school may administer medication to the student in accordance with all applicable Tennessee laws and regulations; or
 - in the case of self-administration, the student may possess and self-administer the medication at Rocketship, at Rocketship-sponsored activities, and while on Rocketship-sponsored transportation; and
 - that the name of the student may be distributed to appropriate school staff, as determined by the Principal.
- Written acknowledgment that any person assisting in the self-administration of medications to students or performing health care procedures, including administration of medication, shall not be liable in any court of law for any injury resulting from the reasonable and prudent assistance in the self-administration of medication or the reasonable performance of health care procedures, including administration of medications, if performed pursuant to this Policy. (T.C.A. § 49-50-1602(a)(3))

Immediately following any changes regarding the health or treatment of the student, the parent/guardian must submit an amended Medication Administration Form to Rocketship. All Medication Administration Forms must be updated at least annually.

Any student with chronic or long-term illnesses or severe, life-threatening allergies will have an Individual Health Plan (IHP) that is reviewed at least annually. The IHP will include all relevant information about the student's condition as well as the student's knowledge about his/her condition, the student's self-care abilities, and any modifications needed to enhance the student's learning and prevent emergencies. The IHP will be approved by a registered nurse.

II. Assistance with Student Self-Administration of Medication

With proper documentation as described in this policy, students may possess and self-administer medication on campus. This includes prescribed anaphylaxis medication and prescribed, metered dosage asthma-reliever inhalers for any student with asthma, as further described in Section IV (Special Health Conditions) below.

Pursuant to T.C.A. § 49-50-1602(a)(1), Rocketship employees may assist students with the self-administration of medication under the following conditions:

- The student must be competent to self-administer non-prescription or prescription medication with assistance;
- The student's condition, for which the medication is authorized or prescribed, must be stable;
- The self-administration of the medication must be properly documented;
- The student's parent/guardian must give permission in writing for school personnel to assist with self-administration of medication, as further described in Section II above; and
- Assistance with self-administration shall primarily include storage and timely distribution of medication.
- The guidelines set forth in this policy must be followed.

Medications should be limited to those required during school hours and necessary to maintain the student's enrollment and attendance in school. The student should be able to identify his/her medication and articulate the reason the medication is to be used.

The individual assisting with the medication self-administration must visually observe the student self-administer the medication OR, in the case of a cognitively competent but physically challenged student, perform that portion of self-administration for which the student is physically incapable.

The parent/guardian shall be responsible at the end of the treatment regimen for removing any unused medication from the school. When the duration of the medication is complete or out-of-date, Rocketship will notify the parent/guardian and request that the medication be picked up. After proper notification, if the medication is not picked up within 14 days, the medication shall be destroyed in accordance with local environmental protocols under the supervision of the Principal, documented and witnessed by at least one other school staff member.

III. Medication Administration and Health Care Procedures

Administration of Medication

The purpose of administering medications in school is to help each child maintain an optimal state of health to enhance his or her education. Medications should be limited to those required during school hours and necessary to provide student access to the educational program.

All prescription medications given at school shall meet the following requirements:

- Be prescribed by a licensed prescriber on an individual basis as determined by the student's health status.
- Be brought to school in the original, pharmacy-labeled container displaying the child's name; prescription number; medication name and dosage; administration route or other directions; date; licensed prescriber's name; pharmacy name, address, and phone number.
- Correspond to a written Medication Administration Form (described in Section II above).
- Be renewed at least annually.
- Have written authorization from the licensed prescriber and parent when there are changes in the prescription medication (i.e. change in time, dose, addition, discontinuation).

All non-prescription medications given in school must be brought in with the original label listing the ingredients, dose schedule, and child's name. Each dosage must be documented.

School staff should NOT provide any over-the-counter medications or therapeutic/homeopathic remedies (i.e. cough drops, herbal teas) to students unless the student has

- a note from an authorized health care provider that prescribes the use of the remedy, including the amount or dose to be given, and the method and timing of the administration; AND
- a written statement from a parent/guardian permitting the use of the remedy at the school.

Procedures Done By Licensed Health Care Professional

Tennessee law requires that a licensed health care professional perform any health care procedure that a student is not capable or competent to perform. Procedures should be documented and show compliance with standard nursing guidelines. Documentation should include the name of the procedure, name of the person performing the procedure, date, time, results of the procedure or the reason the procedure was omitted. A prescriber's orders and parental authorization are required for any health care procedures performed by a licensed health care professional in the school setting.

Procedures Done by Unlicensed Assistive Personnel

Activities that are commonly deemed to be "activities of daily living" do not need to be performed by a licensed health care professional. Activities that can be performed by unlicensed assistive personnel or a teaching assistant may include, but are not limited to, the following: toileting; bathing; diapering; dressing; feeding; positioning; application and removal of protective and supportive devices; recording intake and output; vital signs.

In general, physician's orders and parental authorization are not needed for activities of daily living, although some activities may require a competency evaluation by a registered nurse or therapist.

IV. Use of Designated Medications and Emergency Procedures

In addition to the requirements listed above, Tennessee law contains certain requirements for the use of designated medications to treat certain health conditions at schools, including (as further described below, respectively) asthma inhalers, anti-seizure medication, epinephrine, and diabetes-related care.

Asthma Inhalers

Pursuant to T.C.A. 49-50-1602(c), Rocketship is required to permit possession and self-administration of a prescribed, metered dosage asthma-reliever inhaler by any asthmatic student if the student's parent or guardian (A) provides to the school written authorization for student possession and self-administration of the inhaler; and (B) provides a written statement from the prescribing health care practitioner that the student suffers from asthma and has been instructed in self-administration of the prescribed, metered dosage asthma-reliever inhaler. The statement must also contain the following information:

- The name and purpose of the medication;
- The prescribed dosage;

- The time or times the prescribed inhaler is to be regularly administered, as well as any additional special circumstances under which the inhaler is to be administered; and
- The length of time for which the inhaler is prescribed

These statements shall be kept on file in the office of the school nurse or school administrator.

Rocketship shall inform the student's parent or guardian that the school and its employees and agents shall incur no liability as a result of any injury sustained by the student or any other person from possession or self-administration of the inhaler. The student's parent or guardian shall sign a statement acknowledging that, except in cases of school or employee negligence, the school shall incur no liability and the parent or guardian shall indemnify and hold harmless the school and its employees against any claims relating to the possession or self-administration of the inhaler.

The permission for self-administration of the prescribed, metered dosage asthma-reliever inhaler shall be effective for the school year in which it is granted and must be renewed each following school year upon fulfilling the requirements of this section. Rocketship may suspend or revoke the student's possession and self-administration privileges if the student misuses the inhaler or makes the inhaler available for usage by any other person.

Anti-Seizure Medications

In accordance with T.C.A. § 49-50-1602(g), Rocketship staff members may volunteer to administer anti-seizure medications, including diazepam gel, to a student in an emergency situation in accordance with that student's IHP. Any such volunteer must be trained by a registered nurse employed or contracted by Rocketship. Rocketship will not require or coerce any staff member to serve as a volunteer.

The decision of whether to permit Rocketship staff to serve as volunteers to administer anti-seizure medication will be made annually by Principals in consultation with their supervisors. The decision will be based on the needs of the students enrolled at the campus during a given school year. The required training conducted under this policy must be done as soon as possible should Rocketship decide to allow volunteer staff to administer anti-seizure medication, and shall be repeated at least annually if the campus continues to need designated volunteers.

Prior to the administration of any anti-seizure medication to a student by volunteer school personnel or a school nurse in an emergency situation, the student's parent/guardian shall provide the school with written authorization to administer the medication at school in accordance with Section I of this policy. As required by T.C.A. § 49-50-1602(g)(10), the school nurse or Office Manager will inform the student's parent/guardian at least one month prior to the expiration date of any medication being stored at the school.

At least one school employee must serve as a witness on any occasion that a trained volunteer administers anti-seizure medication during an emergency situation, unless a witness is not available within the time limit for administration. If a school nurse is available on site, and is able to reach the student within the time limit for administration, then the nurse must administer the medication.

Pursuant to T.C.A. § 49-50-1602(g)(11), a student's parent/guardian who has given the school written authorization to administer anti-seizure medication must notify the Principal or school nurse if anti-seizure medication, or certain prescription or over-the-counter medications as specified in the student's IHP, are administered to the students at a time when the student is not present at school. The notification should be given before or at the beginning of the next school day following the administration of medication.

Epinephrine

Under T.C.A. § 49-50-1602(e)(1), a student with anaphylaxis is entitled to possess and self-administer prescription anaphylaxis medication while at school if the following conditions are met:

- The prescription anaphylaxis medication has been prescribed for the student as indicated by the prescription label on the medication;
- The self-administration is done in compliance with prescription or written instructions from the student's physician or other licensed health care provider; and
- The student's parent/guardian has provided the school with written authorization in accordance with Section I of this policy.
- The student's parent/guardian has provided the school with a written statement that releases Rocketship and its employees from liability for an injury arising from the student's self-administration while on school property or at a school-sponsored activity, except in cases of wanton or willful misconduct.
- The student's physician or other licensed health care provider provides a signed written statement that supports a diagnosis of anaphylaxis; identifies any food or other substances to which the student is allergic; describes any prior history of anaphylaxis; lists any medication prescribed to the student for the treatment of anaphylaxis details emergency treatment procedures in the event of a reaction; lists the signs and symptoms of a reaction; assesses the student's readiness for self-administration of prescription medication; and provides a list of substitute meals that may be offered by school food service personnel.

Pursuant to T.C.A. 49-50-1602(f)(2), Rocketship schools in Tennessee are authorized to maintain at the school epinephrine auto-injectors so that epinephrine may be administered to any student believed to be having a life-threatening allergic or anaphylactic reaction. A physician may prescribe epinephrine auto-injectors in the name of Rocketship Public Schools to be maintained for use in schools when necessary. In accordance with T.C.A. 49-50-1602(f)(2)(E), any physician

who prescribes epinephrine to the school shall not be held responsible if a student is harmed due to the administration of epinephrine, unless the physician has issued the prescription with intentional disregard for safety.

When a student does not have an epinephrine auto-injector or prescription for an epinephrine auto-injector on file, the school nurse or other trained personnel may utilize the school supply of epinephrine auto-injectors to respond to an anaphylactic reaction. If a student is harmed due to such administration, the school nurse or trained employee shall not be held responsible for injury unless the school nurse or employee administered the epinephrine with intentional disregard for safety.

Training shall be conducted by a licensed health care professional in accordance with guidelines set forth by the Tennessee Department of Education.

The decision of whether to maintain epinephrine auto-injectors on Rocketship school campuses in Tennessee will be made by the Vice President of Operations. The decision will be reviewed at least annually.

Diabetes Care

In accordance with T.C.A. § 49-50-1602(d), Rocketship staff members may volunteer to assist with the care of students with diabetes in accordance with that student's IHP. Such assistance can only occur if a student's parent/guardian and the student's personal health care team must have developed a medical management plan that lists the health services needed by the student at school and is signed by the student's physician, nurse practitioner, or physician assistant. Parent/guardians must also complete all required documentation under Section I of this policy.

Any volunteer who assists with diabetes care must be trained by a registered nurse employed or contracted by Rocketship. Rocketship will not require or coerce any staff member to serve as a volunteer.

The decision of whether to permit Rocketship staff to serve as volunteers to assist with diabetes care will be made annually by Principals in consultation with their supervisors. The decision will be based on the needs of the students enrolled at the campus during a given school year. The required training conducted under this policy must be done as soon as possible should Rocketship decide to allow volunteer staff to administer anti-seizure medication, and shall be repeated at least annually if the campus continues to need designated volunteers.

If a school nurse is on site and available, then the nurse must provide diabetes assistance rather than trained volunteers. Additionally, the school nurse has the primary responsibility of maintaining all student health records.

Under T.C.A. § 49-50-1602(d)(7), upon written request of a parent/guardian, and if included in the student's medical management plan and IHP, a student with diabetes may be permitted to perform blood glucose checks, administer insulin, treat hypoglycemia and hyperglycemia, and otherwise attend to the care and management of the student's diabetes at school, and shall be permitted to possess all necessary diabetes monitoring and treatment supplies on the student's person.

First-Aid Emergencies

Rocketship will maintain certain first-aid products on hand. Rocketship staff will receive first-aid training at least annually.

Resuscitation

School employees are trained and expected to respond to emergency situations without discrimination. If any student or staff member needs resuscitation, staff shall make every effort to resuscitate him/her. Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such advance directives shall not be communicated to staff.

V. Staffing and Training

All training of school personnel providing assistance with self-administration of medications shall be done by a registered nurse employed or contracted by Rocketship. Training for school personnel in the assistance with self-administration of medication shall be repeated annually.

VI. Storage of Medication

All individual students' medications must be put in a leak proof container and stored in a secure or locked area. Medications must be kept no longer than the expiration date or end of the school year, whichever is sooner. Access to stored medication and medication cabinet keys must be limited to school personnel authorized to administer medications.

Emergency medications must be kept in a secure area readily available for timely, emergency use. In accordance with T.C.A. 49-50-1602(f), if the school keeps epinephrine auto-injectors, these must be secure areas that are unlocked.

VII. Maintenance of Records

Each dose of medication shall be documented, including the date, frequency, time, dosage, route and the signature of the person assisting the student in self-administration. In the event that a dosage is not administered as ordered (i.e. missed dose), or any other medication error occurs, a Medication Error Form must be filled out. The school nurse and the student's parent/guardian must be notified in the event of a medication error as well.

VIII. Misuse

A student who self-administers medication while at school, at a school-sponsored activity, or while on school-sponsored transportation for a purpose other than his or her own treatment will be subject to disciplinary action in accordance with Rocketship's Student Discipline Policy. Such disciplinary action shall not limit or restrict the access of a student to his or her prescribed medication. Rocketship will promptly notify the student's parent/guardian of any disciplinary action imposed.

IX. Limitation of Liability

Under Tennessee law, trained volunteer school personnel administering medication under this policy, as well as any registered nurse who provides training to administer such medications and the Board authorizing such training, shall not be liable in any court of law for injury resulting from the reasonable and prudent assistance in the administration of such medications, if performed pursuant to the policies and guidelines developed by the departments of health and education and approved by the applicable regulatory or governing boards or agencies.

Student Discipline

Rocketship promotes positive behavior at school and aims to create learning environments that are more consistent, predictable, positive, and safe. We clearly define behavioral expectations and consequences, create systems for recognizing and reinforcing positive behaviors, and provide our students with social-emotional learning.

Students will be subject to disciplinary action if they engage in prohibited conduct while on school property, when attending any school-sponsored activity or while in transit going to or coming from a Rocketship campus. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

Rocketship classrooms also use a variety of management systems to address behavioral issues. These may include color-coded card chart systems and other tiered consequences.

If students do not respond to our positive behavior supports or classroom management systems, Rocketship may take alternative in-school disciplinary action.

In-school Disciplinary Actions

Rocketship relies on proactive, preventive supports to promote positive behavior at school. Rocketship has implemented a *Positive Behavior Interventions and Supports (PBIS)*

framework in all schools. The fundamental purpose of PBIS is to create learning environments that are more consistent, predictable, positive, and safe. Key PBIS practices include clearly defined behavioral expectations and consequences, systems for recognizing and reinforcing positive behaviors, data-based decision making, multi-tiered systems of support, and the implementation of core social-emotional learning curricula.

Rocketship classrooms also use a variety of management systems to address behavioral issues. These may include color-coded card chart systems and other tiered consequences.

In the event that Rocketship's PBIS infrastructure and classroom management systems are insufficient to prevent disciplinary infraction, or a disciplinary infraction is serious enough to immediately warrant additional discipline, Rocketship may take alternative in-school disciplinary action. These actions depend on the circumstances of the offense and may include, but are not limited to, the following:

- Sending the student to the Principal's office.
- Excluding the student from classroom activities or privileges through a "time out" or temporary placement in another classroom.
- Calling or writing/emailing the student's parent/guardian.
- Arranging a conference with the student, parent, teacher and/or administrator.
- Implementing an individualized behavior plan for the student.
- Implementing counseling sessions with a designated staff member.
- Sending the student to a peer mediation.
- Requiring that the student complete a reflective essay or assignment.
- Requiring that the student take actions to counteract/ameliorate a problem (i.e., fixing something the student broke).
- Referring the student to a Student Support Team.
- Restricting the student's participation in after-school/extra-curricular activities or field trips.
- Holding the student for detention or additional instructional time during lunch or before/after school.
- Confiscating inappropriate items related to the disciplinary infraction.

Corporal punishment shall not be used as a disciplinary measure against any student. "Corporal punishment" includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, "corporal punishment" does not include an employee's use of force, restraint and/or seclusion that is reasonable and necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

As described above, severe infractions that threaten the safety or health of students, staff or others, may be cause for suspension or expulsion, as outlined in Rocketship's Suspension and

Expulsion Policy.

Policy Appendix - Washington, D.C.

Mandated Reporter

Mandated Reporter Obligations

Personnel Required to Make a Report: Pursuant to DC Code §4-1321.02(b), all school officials, teachers, nurses, coaches, social service workers, mental health professionals, and other Rocketship staff members are required to report abuse and neglect in accordance with Section II of this policy. As an employee of a Rocketship Education school, or an employee of the Rocketship Network Support office who has regular contact with children, you are a Mandated Reporter.

When Must You Report?

Rocketship personnel described in the Section above must make a report when they know or suspect that a child known to them in their professional or official capacity has been or is in immediate danger of being suspected of any of the following:

Mental Injury

Harm to a child's psychological or intellectual functioning due to another individual's acts or omissions.

Physical Abuse

Physical harm or threatened harm to a child, other than by accident, perpetrated by another Individual.

Physical assault

Any physical contact with another person without their consent.

Neglect

Harm or threatened harm to a child's health or welfare due to a parent or caregiver's failure to provide adequate food, shelter, clothing, medical care, or access to education.

Sexual Abuse

Sexual contact or sexual penetration with a child.

Sexual Exploitation

Allowing, permitting, or encouraging a child to engage in prostitution or to be depicted in a sexual act.

Sexual Assault

Illegal sexual contact that usually involves force or that is inflicted upon a person who is incapable of giving consent (because of age or physical or mental incapacity).

Exposure to illegal drug-related activity

Ingestion of illegal drugs due to guardian's negligence or regular exposure to illegal drug-related activity in the home.

Exposure to domestic violence

Witnessing physical, sexual, and/or psychological abuse to an individual perpetrated by that individual's current or former intimate partner.

Additionally, personnel must make a report when they know or suspect that a student has

been injured by a bullet, knife, or other sharp object. Personnel must also report any suspected corporal punishment committed by another staff member. Reports must be made immediately upon learning of the suspected abuse or neglect. Personnel must make a report when they suspect a student is being subjected to abuse or neglect, even if they are not conclusively sure. Personnel cannot be punished or disciplined for the good faith filing of a report required by the mandated reporter law or for cooperating with an investigation.

Procedures for Reporting

Reports must be made to either the D.C. Metropolitan Police Department (MPD) or the Child and Family Services Agency (CFSA) at (202)671-SAFE (7233).

After making a report to MPD or CFSA, personnel must notify the school principal so that he/she can fulfill his/her legal obligation to also file a report (described below). Personnel must refrain from investigating the suspected abuse themselves, including any questioning of the suspected victim, abuser, or witnesses. If a staff member believes that someone else has already reported the alleged abuse or neglect, he/she must still file a report with MDP or CFSA. Notifying the Principal or other school personnel does not satisfy a staff member's legal obligation to file a report. Pursuant to DC Code § 4-1321.02(b), both the person who initially suspects the abuse or neglect and the school principal (or a designee of the principal) must report each suspected instance of abuse or neglect.

Consequences for Failing to File a Report

The penalty under DC law for failing to make a report is a fine of up to \$300 or imprisonment for up to ninety (90) days, or both.

Student Dress Code

Student uniforms help minimize disruption during the school day, promote respect for oneself and others, and foster school/community spirit. Students are expected to wear the Rocketship uniform to school every day.

The Rocketship uniform consists of any khaki bottom (pants, shorts, dress, skirt, or skorts) and a dark purple polo shirt. Students may wear a Rocketship polo, which can be purchased from the campus' Office Manager. Shirts must be tucked in at all times, which Rocketship considers being "dressed for success."

Students should also wear closed toe shoes. Sandals are not considered to be safe or appropriate for school.

The following are considered to be dress code violations and are NOT permitted on any Rocketship campus:

- Dresses and shorts which are shorter than mid-thigh
- Spaghetti straps (smaller than two inches, or the width of a credit card)
- Tank tops (including white, ribbed undershirts)
- Clothing or accessories that are sexually provocative
- Clothing or accessories that identify a student with non-school clubs, profanity, obscenity, references to drugs, alcohol, tobacco, gangs (red or blue color) or prison culture name insignia
- Attire with writing that degrades individuals or groups
- Body piercings that create a safety hazard are not acceptable; moderate sized earrings are acceptable
- Platform shoes or high heels over 2.5 inches high
- Underwear or undergarments that are visible
- Tops that show the midriff area
- Pants that sag around the waist
- Intentionally torn pants or jeans
- Untied shoelaces
- Bandanas, hairnets, headbands, doo rags, and non-Marshall hats (also includes beanies, baseball caps, etc.)
- Sunglasses or Marshall hats may not be worn in the building, but may be worn outside to protect from the sun

Students who repeatedly do not come to school in uniform may lose privileges. In addition, Rocketship may contact the student's parent/guardian to discuss the dress code violation.

Discrimination, Harassment, Intimidation and Bullying Policy

Statement of Non-Discrimination

Rocketship is committed to equal opportunity for all individuals in education. Harassment, intimidation, bullying, and sexual harassment are all forms of discrimination and are disruptive behaviors that interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. Rocketship prohibits discrimination in all forms, inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means. It does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic.

Rocketship adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004. Rocketship is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. Rocketship prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

Rocketship does not condone or tolerate harassment of any type, including bullying, discrimination, or intimidation, by any employee, independent contractor or other person with which the Rocketship does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. To the extent possible, Rocketship will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to respond to such behaviors in a timely manner. Rocketship school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so. Rocketship will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Harassment and Retaliation Prohibited⁵

Harassment is a form of discrimination and Rocketship is committed to maintain a learning environment that is free from harassment. Rocketship prohibits harassment based on an individual’s membership in a protected class by a student, teacher, administrator or other school personnel, by any other person who is participating in, observing, or otherwise engaged in school activities, including sexual harassment and harassment consistent with Title IX, 20 U.S.C. § 1681 et seq. and D.C. law. It prohibits harassment based upon race, color, religion, national origin, sex, age, personal appearance, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a complainant of an intrafamily offense, place of business or residence, credit information, gender, gender identity, gender expression, marital status, sexual orientation, pregnancy, childbirth, reproductive health decisions, or related medical conditions, or any other basis protected by applicable law.

Prohibited Harassment includes, but is not limited to the following:

- Any unwelcome physical, verbal, nonverbal, or electronic conduct based on the aforementioned protected traits.

⁵ This policy is intended to fulfill responsibilities under the School Safety Omnibus Amendment Act of 2018 (SSOAA).

- Prohibited stalking that involves a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Prohibited Sexual Harassment includes, but is not limited to the following:

- Unwelcome sexual advances of a student by another student; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication (including electronic communication) of a sexual nature (including sexual assault) that adversely affects the student in the ways set forth above.
- Abusive or coercive behavior or dating violence against one student by another student where a dating partner uses threats of, or actually uses physical, emotional, economic, technological, or sexual abuse to exert power or control over a current or former dating partner.
- Welcome AND unwelcome sexual advances of a student by a school employee; requests for sexual favors of a student by a school employee; sexually motivated physical, verbal, or nonverbal conduct by a school employee directed at a student; or other conduct or communication (including electronic communication) of a sexual nature directed to a student by a school employee.

A hostile environment exists if the harassment is sufficiently serious that it denies or limits the complainant's ability to participate in or benefit from the school's program (e.g., skipping class, dropping out of an activity, having trouble concentrating in class).

Retaliation includes any adverse action taken against an individual because they reported sexual harassment, dating violence, or discrimination, provided information, witnesses, assisted, participated, or refused to participate in an investigation or proceedings in relation to any of those acts. Rocketship prohibits retaliation against any individual who has made a complaint pursuant to this policy in good faith, assisted in an investigation, or otherwise exercised rights protected by law. Rocketship also prohibits taking any adverse action against an individual based on an unsubstantiated allegation or rumor of harassment. Any student who is subject to retaliation in violation of this policy or who knows of another student who has been subject to retaliation is urged to report it as soon as possible to school staff or the Title IX Compliance and Civil Rights Officer.

Reporting Process

Reports of Discrimination or Harassment - General. Students, parents or staff should report a claim of discrimination or harassment and the alleged acts promptly to a teacher, counselor, or school administrator. Reports do not have to be made by the complainant. Reports can be made in person, by mail, by telephone, or by email, using the complaint form attached below. A school employee who receives a report of discrimination that may be considered harassment, sexual

harassment, dating violence, stalking, or retaliation under Title IX, has knowledge or should reasonably know about the aforementioned violations should promptly notify Rocketship's Title IX Compliance and Civil Rights Officer for next steps.

Reports of a Title IX Violation. Reports of alleged acts that may be considered harassment, sexual harassment, dating violence, stalking, or retaliation subject to review under Title IX should be made to the Title IX Compliance and Civil Rights Officer:

Renita Thukral
Title IX Compliance and Civil Rights Officer
350 Twin Dolphin Drive,
Suite 109 Redwood City, CA
94056 rthukral@rsed.org

The Title IX Compliance and Civil Rights Officer is the Rocketship staff member designated by Rocketship to coordinate its responsibilities under Title IX. Upon receipt of a complaint, Rocketship will provide information to the complainants about the investigation process, about their rights under Title IX and other relevant laws.

Confidentiality

To the greatest extent possible, Rocketship shall respect the privacy of individuals who report potential violations of this policy, individual(s) against whom a report is filed, and witnesses. Rocketship will notify individuals/agencies of incidents of discrimination only to the extent allowed by law. Any notifications to other parties will be made only to ensure that services are provided to the complainant(s) and respondent and to protect the complainant(s) from further or sustained victimization. The Title IX Compliance and Civil Rights Officer/designee conducting the investigation will be responsible for making determinations about confidentiality. Rocketship will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Rocketship to provide the supportive measures.

Process for Investigating Complaints of Discrimination and Harassment

General Complaints of Discrimination and Harassment. Complaints of discrimination or harassment that do not involve allegations of Title IX violation or allegations of sexual harassment should be made under the General Complaint Procedures described under the Notification of Rights and Assurances section of this Handbook..

Complaints under Title IX. Complaints governed by Title IX of the Education Amendments of 1972 are reported to the Title IX Compliance and Civil Rights Officer and an investigation of those complaints are conducted promptly and impartially pursuant to related Title IX Complaint

Procedures outlined under the Notification of Rights and Assurances section of the Student/Family Handbook.

Bullying Prevention

Bullying can have a harmful social, physical, psychological, and academic impact on victims, bystanders, and bullies. Bullying at Rocketship is strictly prohibited and will not be tolerated. “Bullying” includes discrimination; harassment; intimidation; and bullying based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, or perceived characteristics. Alleged incidents of bullying will be promptly investigated by designated Rocketship staff members. Rocketship Public School’s policy and procedures for addressing bullying complaints through either the general complaint procedures or the Title IX procedures (as appropriate) are described under the Notification of Rights and Assurances section of the Student/Family Handbook.

Suspension and Expulsion Policy

We believe that our students are best served when they are present at school every day. However, we recognize that situations may occur when a student commits a behavioral offense that is so severe that the student may become subject to suspension or expulsion.

A student may be disciplined, suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to disciplinary action for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student’s ability to participate in the school program.

In-School Suspension

In-school suspension (“ISS”) provides an alternative to out-of-school suspension. ISS allows students to be counted present and provides an in- school opportunity for them to complete and receive credit for class assignments. During ISS, students will complete schoolwork in a location separate from their class. ISS is not intended to be an alternative to or long-term replacement of the student’s regularly scheduled class.

ISS may be used in the event that a student is engaging in prohibited conduct that is making the classroom environment physically or emotionally unsafe for other students or that severely disrupts a class or school-sponsored activity;

Only the Principal or Assistant Principal, with prior approval from his/her supervisor, shall assign a student to ISS. Students assigned to ISS must have written notification of the date and duration of the ISS assignment. Assignment to ISS and the scheduling of the days assigned are at the Principal's discretion.

Principals should place the student in ISS as soon as possible after the infraction is reported. The principal will ensure that:

- Students assigned to ISS are provided a safe, positive environment
- Students assigned to ISS are properly supervised; and
- Students assigned to ISS are allowed to complete class work assigned during his/her placement in ISS.
- All class work for students is obtained, academic assistance is provided as necessary, and completed work is returned to the student's classroom teacher.
- Activities of academic value are provided for the student when the classroom teacher's work is not provided or is insufficient for ISS time assigned.
- Additionally, classroom teachers will:
- Provide classwork commensurate to the work missed for a student in ISS.
- Record a student in ISS as present. There will be no attendance-related penalty for assignment to ISS.
- Evaluate the student's work completed in ISS and give credit for work completed in ISS.
- Ensure that students in ISS receive credit for attendance and full credit for work completed.

The student's parent/guardian must be notified of a student's assignment to ISS at the time that the ISS placement is scheduled. The Principal should contact a parent/guardian by phone or in-person meeting. If the parent/guardian cannot be reached in this manner, the Principal or his/her designee may make contact through e-mail.

Out of School Suspensions and Expulsion

When disciplinary infractions occur on campus, our Principals are expected to respond in accordance with our Student Discipline Policy, which encourages positive behavioral interventions and supports and outlines available in-school disciplinary actions. The decision to pursue a suspension is, in most circumstances, largely at the discretion of the school leadership team in accordance with state law and should only be considered in cases of egregious

behavioral infractions – and, even then, should be viewed as a last resort—as we believe that our students are best served when they are present at school every day. Recommendations for expulsion should not be pursued except in the most extreme cases, as our policy is to do whatever it takes to serve every student who enrolls in a Rocketship school.

If a situation does arise where a Principal feels that the student should be suspended or recommended for expulsion, this policy was written to guide the process. The policy has been written in accordance with relevant federal and state laws and regulations. It addresses grounds for suspension and expulsion; suspension and expulsion procedures; the maintenance of disciplinary records; student appeal rights; rehabilitation and readmission; and special procedures for the consideration of suspension and expulsion of students with disabilities.

Grounds for Suspension and Expulsion

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship school or at any other school or a school-sponsored event at any time including but not limited to: while on school grounds; while going to or coming from school; during the lunch period, whether on or off the school campus; and during, going to, or coming from a school-sponsored activity. Students may also be subject to suspension or expulsion for off-campus behavior if it creates a substantial disruption to the school environment or interferes with another student's ability to participate in the school program.

Pursuant to the Student Fair Access to School and Clarification Amendment of 2019, no student in grades K-5 may be subject to an out-of-school suspension or disciplinary unenrollment (i.e. expulsion), unless a school administrator determines, consistent with the procedures outlined in this policy, that the student has willfully caused, attempted to cause, or threatened to cause bodily injury or emotional distress to another person, including behavior that happens off school grounds. Please note that if it is determined that a student has engaged in any of the following behaviors, the decision to suspend and/or recommend for expulsion is discretionary and in the judgment of the school Principal after considering all surrounding circumstances.

Types of conduct that could lead to suspension or expulsion include, but are not limited to:

- Assault with a weapon;
- Assault/physical attack on student or staff
- Commission or attempted commission of any act of sexual assault or sexual aggression Fighting which results in a serious physical injury
- Inciting others to violence or disruption
- Persistent Harassment based on actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual

orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, or place of residence or business

- Use, threatened use, or transfer of any weapon
- Arson
- Any other intentional use of violence, force, coercion, threats, intimidation, or other comparable conduct which causes or attempts to cause severe physical injury, substantial disruption, or obstruction of any lawful mission, process, or function of Rocketship Public Schools

For the purposes of this policy, the following definitions apply:

"Bodily injury" means a cut, abrasion, bruise, burn, or disfigurement; physical pain; illness; impairment of the function of a bodily member, organ, or mental faculty; or any other injury to the body, no matter how temporary.

"Disciplinary unenrollment" means the expulsion or involuntary transfer of a student from a school.

"Emotional distress" means mental suffering or distress that requires more than trivial treatment or counseling.

"Expulsion" means the removal of a student from the student's school of enrollment for disciplinary reasons for the remainder of the school year or longer, in accordance with local education agency policy.

"In-school suspension" means temporarily removing a student from the student's regular class schedule as a disciplinary consequence, during which time the student remains on school grounds under the supervision of school personnel who are physically in the same location as the student.

"Involuntary dismissal" means the removal of the student from school attendance for less than 1/2 of a school day for disciplinary reasons, during which time the student is not under the supervision of school personnel and is not allowed on school grounds.

"Out-of-school suspension" means the temporary removal of a student from school attendance to another setting for disciplinary reasons, during which time the student is not under the supervision of the school's personnel and is not allowed on school grounds. The term "out-of-school suspension" includes an involuntary dismissal. For students with

disabilities, the term "out-of-school suspension" includes a removal in which no individualized family service plan or individualized education plan services are provided because the removal is 10 days or fewer as well as removals in which the student continues to receive services according to the student's individualized family service plan or individualized education plan.

Out of School Suspension Procedures

A suspension is a temporary dismissal of a student from the regular school program and school-sponsored events for the allotted time assigned by a school administrator. Suspensions can range from one to five school days, depending on the seriousness of the violation. In accordance with D.C. law, students may not be suspended for more than 20 cumulative school days in an academic year. Students are expected to complete all work assigned while they serve their suspension.

Suspensions at Rocketship will adhere to the following procedures:

a) Hearing

When feasible, suspension will be preceded by a hearing conducted by the Principal or designee with the student and his/her parent and, whenever practical, the teacher, supervisor, or school employee who referred the student to the Principal. The hearing may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this hearing in an emergency situation, both the parent/guardian and student shall be given the opportunity to a hearing within two school days.

At the hearing, the student shall be informed of the reason for the disciplinary action and the evidence against him/her and shall be given the opportunity to present his/her version and evidence in his/her defense.

Absent an emergency situation, the hearing must occur before the student is sent home on suspension.

No penalties may be imposed on a student for failure of the student's parent/guardian to attend a hearing with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the hearing.

b) Notice to Parents/Guardians

At the time that the decision is made to suspend a student, the Principal or designee shall make a reasonable effort to contact the student's parent/guardian by telephone

or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension, the reason for the suspension, the length of the suspension, the student's right to return to school at the end of the suspension, and any conditions for that return (i.e., a return conference with the parent/guardian) and the date of return following suspension. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

A copy of this notice will also be filed in the student's cumulative folder in the school.

c) Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five consecutive school days per suspension. In calculating days of suspension, days served will not include days when school is not in session for students, including but not limited to school closure days, school holidays, spring break, and summer break. If the student leaves school on the day that the suspension was imposed, this day will be counted as part of the suspension if the student was denied class participation prior to 12 noon of that day. The suspension shall terminate at midnight on the day listed as the last day of the suspension.

Upon a recommendation of expulsion by the Principal or Principal's designee, the student and the student's parent/guardian or representative will be invited to a second conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following determinations: (1) the student's presence will be disruptive to the education process; or (2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

Students who are suspended shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension.

d) Suspension Appeals

The parent/guardian of a student shall have the right to appeal any out-of-school suspension decision to the direct supervisor of the school Principal. The request to appeal must be made in writing and shall be submitted to the supervisor within one business day of the parent being made aware of the decision to suspend the student. The appeal shall be considered by the Supervisor in a timely manner. The student shall not be kept out of school while the appeal is pending, provided that the student is not considered to be a danger to others during that time. Any decision made on appeal shall be final.

Expulsion Procedures

An expulsion is the permanent dismissal of a student from the Rocketship program. If an expulsion is approved, the parent/guardian has the responsibility to place the student in another school. The full authority of the Rocketship governing Board of Directors ("the Board") to hear and conduct expulsions shall be granted to the Academic Affairs Committee, a committee of the Board. The Academic Affairs Committee shall consist of three board members. The Academic Affairs Committee may expel any student found to have committed an expellable offense as listed in Section II above. Instead of conducting the hearing itself, the Academic Affairs Committee may appoint an impartial administrative panel of three or more persons, none of whom is a member of the Board or employed on the staff of the school in which the student is enrolled.

a) Hearing

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 20 school days after the Principal or designee determines that the student has committed an expellable offense, unless the student requests, in writing, that the hearing be postponed.

In the event an administrative panel hears the case, it will, within 10 days of the hearing, make a recommendation to the Academic Affairs Committee for a final decision whether or not to expel. The hearing shall be held in closed session unless the student makes a written request for a public hearing three days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based, along with a summary of the evidence against the student;
- A copy of Rocketship's disciplinary rules which relate to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

b) Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery

Offenses

Rocketship may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of a statement from the victim or witness, which shall be examined only by Rocketship or the hearing officer. Copies of these statements, edited to delete the name and identity of the witness, shall be made available to the student.

c) Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel and decision by the Board to expel must be supported by a preponderance of the evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and written declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

The decision of the Administrative Panel shall be in the form of written findings of fact and shall be made within three school days following the conclusion of the hearing.

If the expulsion hearing panel decides not to recommend expulsion, the student shall be returned to his/her educational program or become subject to discipline or suspension in accordance with this policy.

d) Written Notice to Expel

The Principal or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

- notice of the specific offense committed by the student and
- notice of the student's or parent/guardian's obligation to

inform any new district in which the student seeks to enroll of the student's status with Rocketship.

e) Right to Appeal

The student/family shall have the right to appeal the decision to expel the student from Rocketship directly to the Academic Affairs Committee. If the Academic Affairs Committee made the final decision on the expulsion, the appeal shall go directly to the Executive Committee of the Board. The request to appeal must be made in writing and shall be submitted to the Academic Affairs Committee or Executive Committee within five business days of being made aware of the decision to expel the student. The appeal shall be heard by the Academic Affairs Committee or Executive Committee within 15 days of receipt of the appeal.

f) Expelled Students/Alternative Education

With the exception of students with disabilities under IDEA, students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within their school district of residence.

g) Rehabilitation and Readmission

At the time of the expulsion order, students who are expelled shall be given a rehabilitation plan, to be developed by the Academic Affairs Committee in conjunction with Rocketship staff, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may be reviewed for readmission to a Rocketship school.

The decision to admit a pupil who has been expelled from a Rocketship school shall be in the sole discretion of the Board following a meeting with the Principal and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon Rocketship's capacity at the time the student seeks readmission.

The decision to admit a pupil who has previously been expelled from another school, school district or charter school shall be in the discretion of the

Principal following a meeting with the pupil and guardian or representative to determine whether the pupil poses a threat to others or will be disruptive to the school environment. Where applicable, the Principal may also consider whether the pupil has completed any rehabilitation plan or other improvement measures prescribed by the pupil's previous school. The Principal shall make a recommendation following the meeting regarding his or her determination. The pupil's admission is also contingent upon RSPS's capacity at the time the student seeks admission.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

a) Services During Suspension

Students with disabilities pursuant to the Individuals with Disabilities Act ("IDEA") suspended for more than ten school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

b) Procedural Safeguards/Manifestation Determination

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, a manifestation determination shall take place. "Change of Placement" includes a recommendation for expulsion, consecutive removal of more than ten school days, or a cumulative removal of more than ten school days in a school year. Rocketship, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or (2) the conduct in question was the direct result of the local educational agency's failure to implement the IEP.
- If Rocketship, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's

disability.

- If Rocketship, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:
- Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior;
- Return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.
- If the school, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

c) Due Process Appeals

If the parent of a child with a disability disagrees with any decision regarding a disciplinary change in placement, or the manifestation determination, or the school believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent or school may request an expedited administrative hearing through the regional administrative hearing office.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45- day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the school agree otherwise.

d) Special Circumstances

Rocketship personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than 45 days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 USC § 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury upon a person while at school, on school premises, or at a school function.

e) Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

f) Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Rocketship's behavioral policies may assert the procedural safeguards granted under this administrative regulation only if Rocketship had knowledge that the student was disabled before the behavior occurred.

g) Rocketship shall be deemed to have knowledge that the student had a disability if one of the following conditions exists prior to the behavior at issue:

The parent of the child expressed concern in writing to supervisory or administrative personnel of Rocketship, or a teacher of the child, that the child is in need of special education and related services;

- The parent of the child requested an evaluation of the child pursuant to §§ 300.300 through 300.311; or
- The teacher of the child, or other Rocketship personnel, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education of the agency or to other supervisory personnel of the agency.

If the school knew or should have known the student had a disability under any of the three circumstances described above, the student may assert any of the disciplinary protections available to IDEA-eligible children with disabilities.

If the school had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by Rocketship pending the results of the evaluation.

Rocketship shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Campus Access and Visitor Policy

Rocketship strives to create campuses that are welcoming to families, volunteers, and community members while maintaining a safe and secure environment for students and staff. This policy addresses management of the campus access points; prohibitions against loitering; procedures for visitor registration; procedures to follow when arranging for a campus visit; and barring an individual from campus. "Campus" in this policy is defined as the entire indoor and outdoor premises, including the school building(s), sidewalks, parking lots, driveways, playgrounds, and courtyards.

Campus Access Points

Whenever students are in the building, the front office, and controlled access points to each Rocketship campus will be supervised by a Rocketship staff member. Visitors will also be required to undergo an ID check, a registered sex offender check, and adhere to any other security measures (i.e., sign-in/sign-out sheets) that the school has implemented. The school will inform visitors of any specific follow-up that may be required for visitors who are not able to provide proper identification or who are flagged with a sex offender offense.

All doors leading into school buildings should remain closed and locked at all times and only opened by authorized staff members.

Loitering

Parents/guardians and other visitors, including children who are not students at the school, shall not loiter on the school premises, including in the parking lot and outside school buildings. This

includes children of staff members who are students at another school. The parking lot shall be used for picking up and dropping off students, and while conducting business.

Parents/guardians and other visitors are expected to leave the campus premises upon the conclusion of any business matters or after dropping their student off at school. If a parent or guardian wishes to visit the school to view the educational program, the visitor must adhere to the following procedures, which have been developed to ensure the safety of students and staff as well as to minimize interruption of the instructional program.

Visitor Registration and Passes/Badges

- All visitors (including Rocketship Public Schools regional and national staff members) must be registered and checked in via VisitU with their current government issued ID with the security guard immediately upon entering any school building or grounds at any time that students are in the building. Schools will be required to provide a sign-in sheet for any event held on campus.
- If visitors are flagged with a sex offender offense, security will deny entry and connect them with school administrators. ***This will not prohibit families from picking up their student for dismissal if they are listed as an allowed pick-up person on the Powerschool pick up list.***
- The Principal, or designee, may refuse to register an outsider if he or she has a reasonable basis for concluding that the visitor is in possession of a firearm; or the visitor's presence or acts would disrupt the school, its students, its teachers, or its other employees; would result in damage to property; or would result in the distribution or use of unlawful or controlled substance.
- Visitors in disguise or costume will not be allowed entrance onto campus without prior agreement with the school administration.
- After registering with the security guard, visitors who are not Rocketship employees will be issued a VisitU badge that they must display at all times while on campus. Rocketship regional/national staff ("Network Support") will receive a badge from the Regional Director of Operations. Network Support staff must display their badge on their persons at all times while at a school site. If a Network Support staff member forgets his/her badge, he/ she will need to register with VisitU and obtain a Visitor's Pass from the front office or security.
- All visitors must also sign out when leaving the campus.
- The Principal or designee may withdraw consent for an individual to be on campus, even if the visitor has a right to be on campus, whenever there is reasonable basis for concluding that the visitor presence on school grounds would interfere or is interfering with the peaceful conduct of the activities of the school, or would disrupt or is disrupting the school, its students, its teachers, or its other employees.

- The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements, law enforcement may be notified and he/she may be guilty of a misdemeanor.

Arranging for a Campus Visit

Visits during school hours by non-Network Support or other Rocketship staff members should be arranged with the teacher and Principal (or designee) in advance. Teacher conferences should be arranged by appointment in advance and must be scheduled to take place during non-instructional time. Parent/guardians who want to visit a classroom during school hours should first obtain approval from the classroom teacher and the Principal or designee. Classroom observations should be requested in advance and are approved at the Principal or designee's discretion.

No electronic listening or recording device may be used by students or visitors in a classroom without the teacher's and Principal's written permission. Failure to abide by this is a violation of this Policy and may subject a visitor to losing his/her privilege to be on campus in accordance with Section III above.

Visitor Conduct

All visitors, regardless of their reason for being on campus, are expected to act in accordance with all Rocketship rules and policies while on the school premises. Visitors are strictly prohibited from having any physical contact with any student for any reason, including touching, grabbing, or holding a student. Visitors are also strictly prohibited from scolding, disciplining, or yelling at any student. If a visitor has a concern about a student's conduct, the visitor should promptly alert a Rocketship staff member.

This policy also applies to conduct during virtual programming (i.e., virtual instruction, events, etc.). Individuals who appear at a virtual event with a Rocketship student and whose conduct violates this policy will receive consequences in accordance with Rocketship policies.

Barring Individuals from Campus

Rocketship recognizes that situations could arise where it may become necessary for the Principal and/or the Principal's supervisor to prohibit an individual from entering or remaining on a Rocketship campus. Such situations may include an individual's possession or reasonable suspicion of an individual's possession of a firearm, in violation of Section § 22–4502.01 of the D.C. Code (which prohibits possession of a firearm in all areas within 1000 feet of a public school), an individual engaging in violence, threats of violence, harassment, or any other behavior that the

Principal deems to be disruptive of the learning environment or in violation of Rocketship policy. Such actions will comply with any relevant state law requirements.

Barring is specific to each individual Rocketship campus and its related activities. Principals generally have the authority to bar a disruptive individual, and to do so, they must follow Rocketship's internal protocol and comply with all applicable laws. Principals may not bar an individual beyond his/her particular campus, unless specific authorization is granted by the Director of Schools or the legal department. It is the responsibility of the Business Operations Manager, Office Manager, and school security to:

- Enforce photo identification verification 100% of the time to ensure no barred individuals enter the building.
- Document and maintain procedures for pick-up, drop-off and any documentation related to the barring notice at the front desk.
- Determine, at the time of the incident and in collaboration with the Principals, whether the local police must be contacted.
- Maintain an accurate and current list of individuals who have been issued a barring notice.
- Enforce the barring notice by escorting individuals out of the building and off school grounds in a peaceful, quiet, and orderly fashion.
- Not engage any barred individual off school grounds using combative language, tone, or action.
- Contact the local police department in the event that an individual becomes physically confrontational or refuses to comply with the barring notice.

Refusal to Leave Campus

Anyone who refuses to leave after being asked by the Principal, or who enters the premises (including parking lots, playground, sidewalks, and school building) without proper authorization in accordance with this policy, may become subject to the local criminal laws regarding trespass and unlawful entry.

Further conduct of this nature by the visitor may lead to the School's pursuit of a restraining order against such visitor which would prohibit him/her from coming onto school grounds or attending School activities for any purpose for a statutorily prescribed period.

The Principal or designee may seek the assistance of the police in dealing with or reporting any visitor in violation of this policy.

Medication Administration Policy

Rocketship is committed to supporting the health of its students and meeting the needs of students with medical conditions, in compliance with DC laws. This policy addresses the requirements for students who need to take medication during the school day, including required documentation and training for staff members. The policy also addresses emergency medical situations and the use of epinephrine auto-injectors and asthma inhalers on campus.

I. Student Possession and Self-Administration of Medication

A student may possess and self-administer medication at Rocketship, at Rocketship-sponsored activities, and while on Rocketship-sponsored transportation, in order to treat asthma, anaphylaxis, or other illness; provided that the student's parent/guardian has submitted a Medication Action Plan and adheres to all other procedures and requirements, as outlined in this policy.

II. Medication Action Plan

In accordance with DC Code § 38-651.03, before medication can be kept or administered at Rocketship, a student's parent/guardian must complete and submit a Medication Action Plan. The Medication Action Plan must include:

- Written medical authorization, signed by a licensed health practitioner, that states:
 - The name of the student;
 - Emergency contact information for the student's parent/guardian;
 - Contact information for the student's licensed health practitioner;
 - The name, purpose, and prescribed dosage of the medication;
 - The frequency that the medication is to be administered;
 - The possible side effects of the medication as listed on the label;
 - Special instructions or emergency procedures;
 - In the case of self-administered medication, confirmation that the student has been instructed in the proper technique for self-administration of the medication and has demonstrated the ability to self-administer the medication effectively.
- Written authorization, signed by the student's parent/guardian, that states:
 - That a trained employee or agent of the school may administer medication to the student in accordance with all applicable DC laws and regulations; or
 - in the case of self-administration, the student may possess and self-administer the medication at Rocketship, at Rocketship-sponsored activities, and while on Rocketship-sponsored transportation; and
 - that the name of the student may be distributed to appropriate school staff, as determined by the Principal.
- Written acknowledgment that the District of Columbia, Rocketship Public Schools, or an employee or agent of Rocketship Public Schools shall be immune from civil liability for the good-faith performance of responsibilities related to this Policy; except that no immunity

shall extend to criminal acts, intentional wrongdoing, gross negligence, or wanton or willful misconduct.

Immediately following any changes regarding the health or treatment of the student, the parent/guardian must submit an amended Medication Action Plan to Rocketship. All Medication Action Plans must be updated at least annually.

III. Staff Administration of Medication

Pursuant to DC Code § 38-651.05, a Rocketship employee or agent trained and certified pursuant to this policy may administer medication to a student with a valid Medication Action Plan; provided that:

- The student's parent/guardian has delivered the medication to be administered to the school;
- The employee or agent is under the general supervision of a licensed health practitioner; and
- Except in emergency circumstances, as described below, the parent/guardian has administered the initial dose of a new medication.

School staff should NOT provide any over-the-counter medications or therapeutic/homeopathic remedies (i.e. cough drops, herbal teas) to students unless the student has

- A note from an authorized health care provider that prescribes the use of the remedy, including the amount or dose to be given, and the method and timing of the administration; AND
- a written statement from a parent/guardian permitting the use of the remedy at the school.

IV. Staffing and Training

In accordance with DC Code § 38-621(a), each Rocketship school in DC will have a registered nurse and/or licensed practical nurse who is on campus a minimum of 20 hours per week.

All staff members who (1) administer medication to students with valid Medication Action Plans who are not authorized to possess that medication or are not competent to self-administer the medication; and (2) administer medication in emergency circumstances to any student experiencing an acute episode of asthma, anaphylaxis, or other illness, must complete training in accordance with DC Code § 38-651.04. All training must be conducted by a health care professional licensed in the District of Columbia. The health-care professional will provide Rocketship with written certification, which will be valid for three years, of successful completion of the training for each Rocketship employee.

V. Storage of Medication

In accordance with DC Code § 38-651.09, Rocketship may receive medication from a student's parent/guardian to store for the treatment of asthma, anaphylaxis, or other illness for a student with a valid Medication Action Plan. The medication will be stored with Rocketship's school nurse or Office Manager in a location that is easily accessible during an emergency.

The medication must be labeled with the following information:

- Name of the student;
- Name of the medication;
- Dosage;
- Time of administration; and
- Duration of medication.

Under DC Code § 38-651.09, Rocketship is not required to store more than a three-day supply of any medication.

VI. Emergency Situations

Pursuant to DC Code § 38-651.09(a), Rocketship may procure and store medication for the treatment of asthma, anaphylaxis, or other illness for use in emergency circumstances. The medication will be maintained in an easily accessible location.

School employees are trained and expected to respond to emergency situations without discrimination. Under DC Code § 38-651.06(a), no employee is allowed to administer medication in emergency situations unless that employee has been trained in accordance with DC Code § 38-651.04 (further described above). A student need not have a known diagnosis or a medication action plan to receive treatment in emergency circumstances from a trained employee or agent of the school. (§ 38-651.06(c)). Parents/guardians may also request that the school not administer medication in an emergency situation. (§ 38-651.06(d)).

If any student or staff member needs resuscitation, staff shall make every effort to resuscitate him/her. Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such advance directives shall not be communicated to staff.

VII. Student Access to Epinephrine

Pursuant to D.C. Code § 38-651.04, OSSE is required to develop and implement an epinephrine administration training program, which shall provide training and certification of employees and agents of a public school on the storage and emergency use of an undesignated epinephrine auto-injector (UEA) on a person suffering an episode of anaphylaxis, Rocketship shall ensure that it has at least two employees certified in the use of a UEA who are available to administer epinephrine during all hours of the school day.

Under D.C. Code § 38-651.04(c), OSSE is required to procure and distribute UEAs to public schools and monitor the supply of UEAs, restocking as necessary. Rocketship must store, at all times, no fewer than two unexpired UEAs of each dosage available through OSSE's UEA Plan. UEAs shall be stored in a secure but easily accessible location in accordance with the manufacturer's instructions.

A Rocketship employee who is certified pursuant to D.C. Code § 38-651.04 may administer a UEA to a student who the employee believes in good faith to be suffering or about to suffer an anaphylactic episode.

UEAs may be used on Rocketship property, including the school building, playground, and school bus, as well as during school field trips or sanctioned excursions away from Rocketship property. The certified employee may carry an appropriate supply of the school's UEAs on field trips or excursions.

Within 24 hours of the administration of a UEA, Rocketship shall notify OSSE and the physician who prescribed the standing order for UEA. As soon as practicable following the administration of medication pursuant to D.C. Code § 38-651.04, Rocketship shall inform the student's parent/guardian that the medication was administered.

VIII. Maintenance of Records

Rocketship will create and maintain a list of students with valid Medication Action Plans, including the emergency contact information for each student. The Principal may distribute the list among appropriate employees or agents.

Rocketship will maintain accurate records of all its employees and agents who are certified to administer medication.

Rocketship will maintain accurate records of all incidents where medication was administered to a student in an emergency circumstance. (DC Code § 38-651.08)

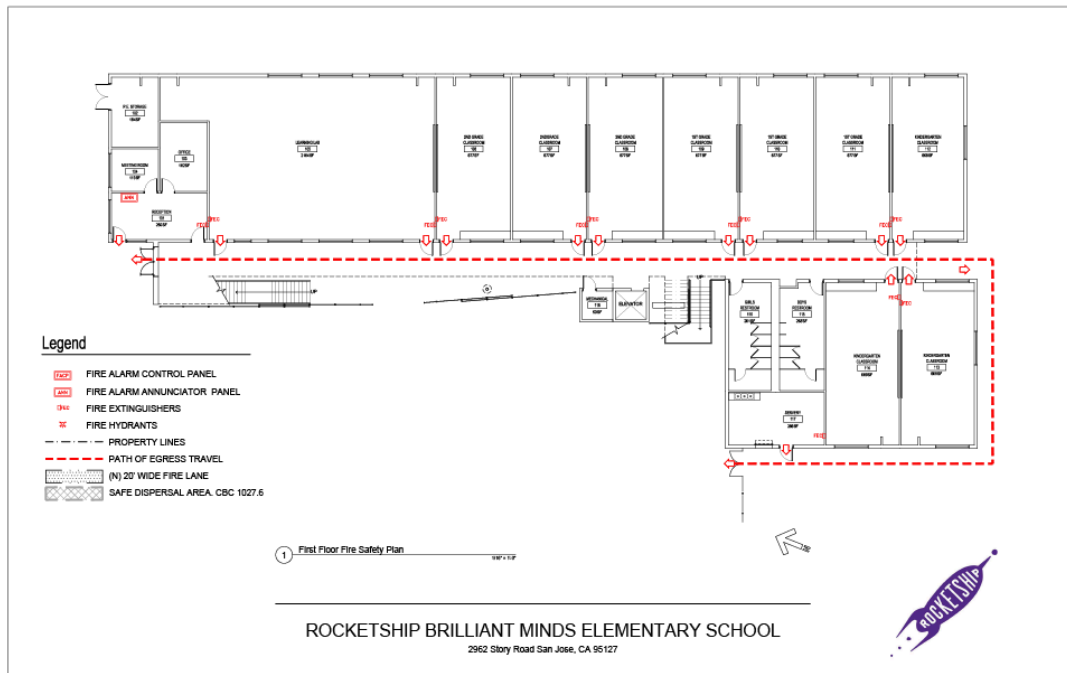
IX. Misuse

A student who self-administers medication while at school, at a school-sponsored activity, or while on school-sponsored transportation for a purpose other than his or her own treatment will

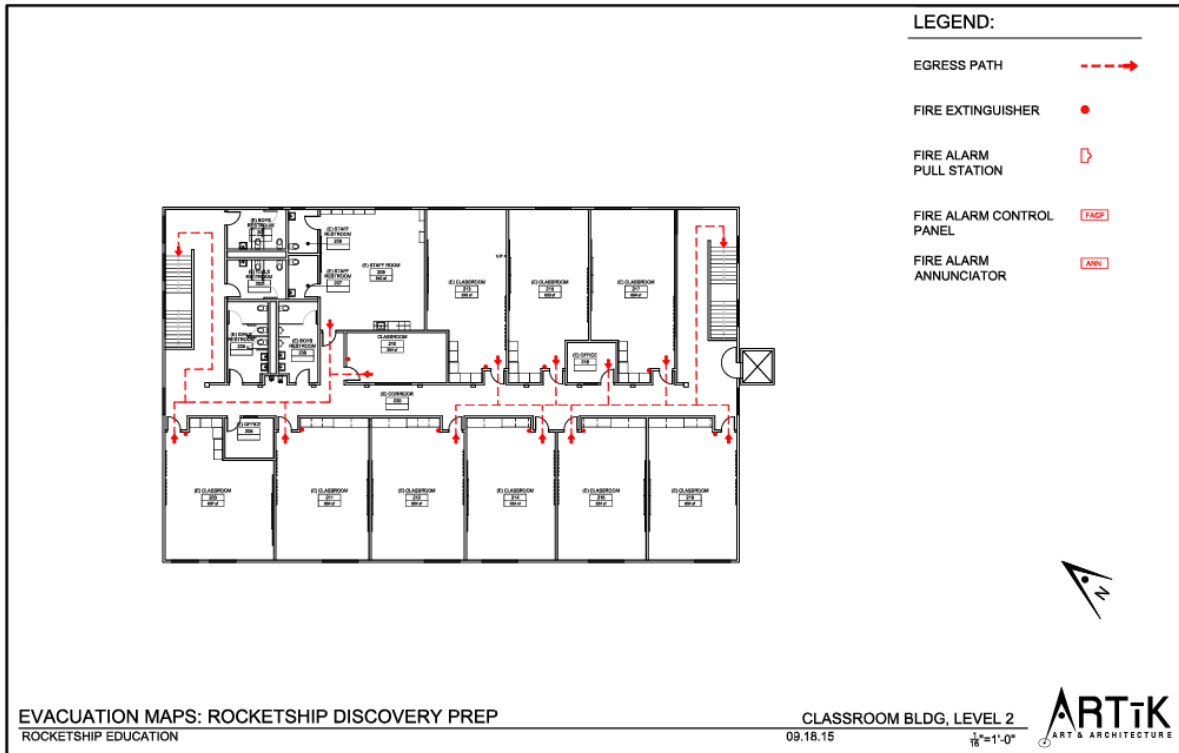
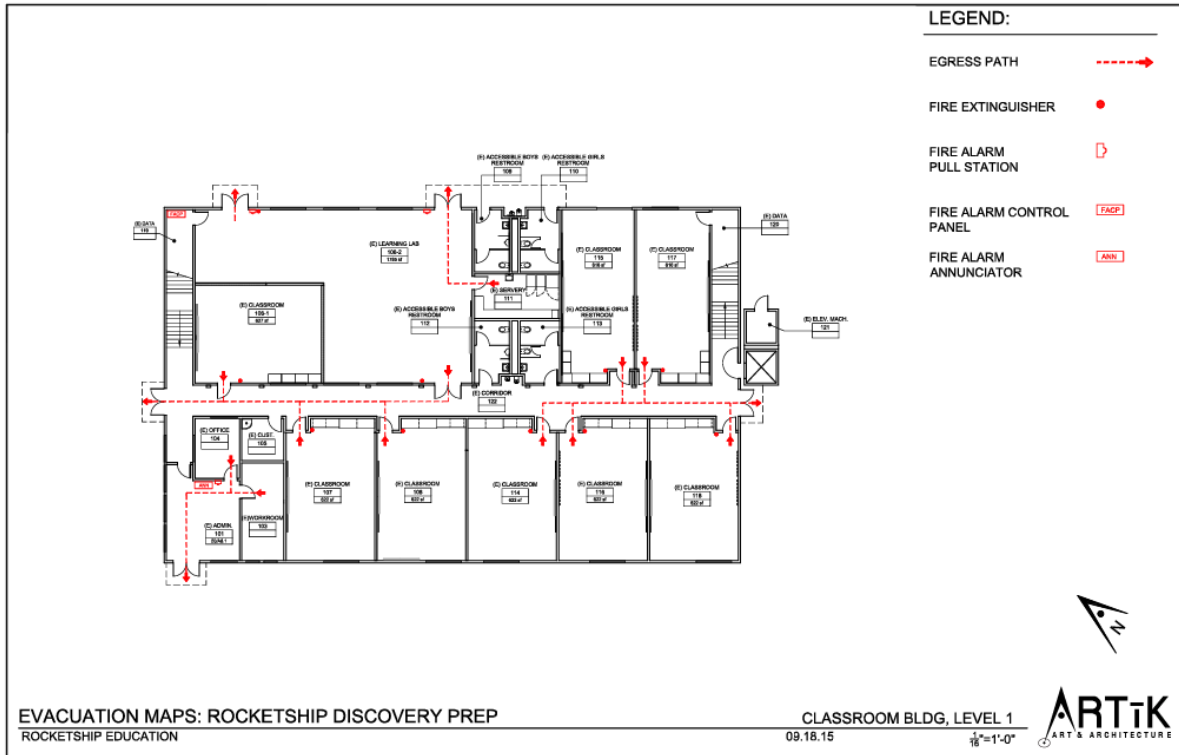
be subject to disciplinary action in accordance with Rocketship's Student Discipline Policy. . Such disciplinary action shall not limit or restrict the access of a student to his or her prescribed medication. Rocketship will promptly notify the student's parent/guardian of any disciplinary action imposed. (DC Code § 38-651.10)

Appendix A: CA Emergency Evacuation Maps

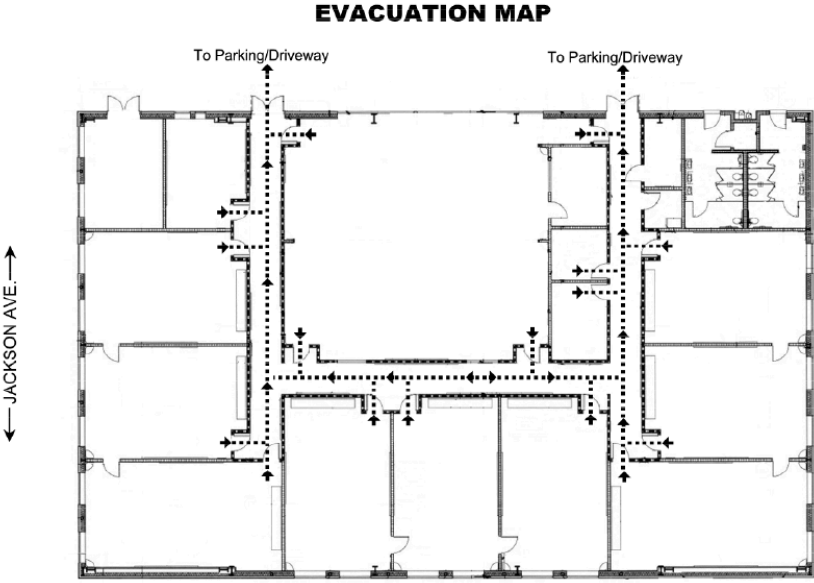
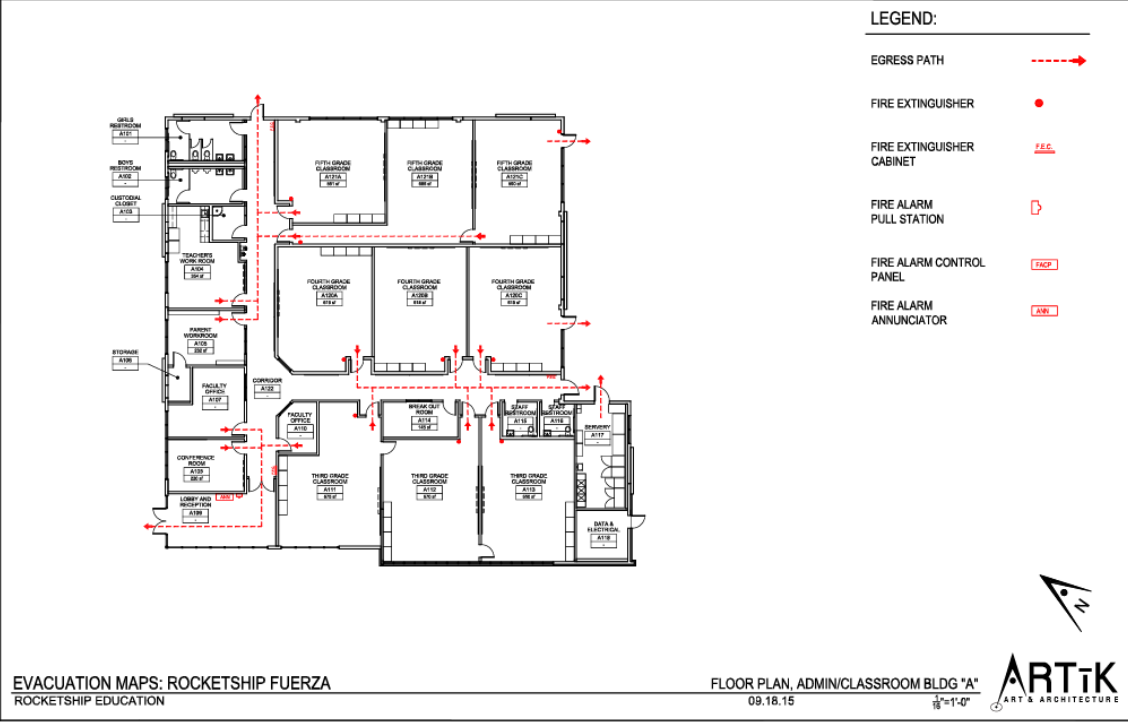
RBM



RDP



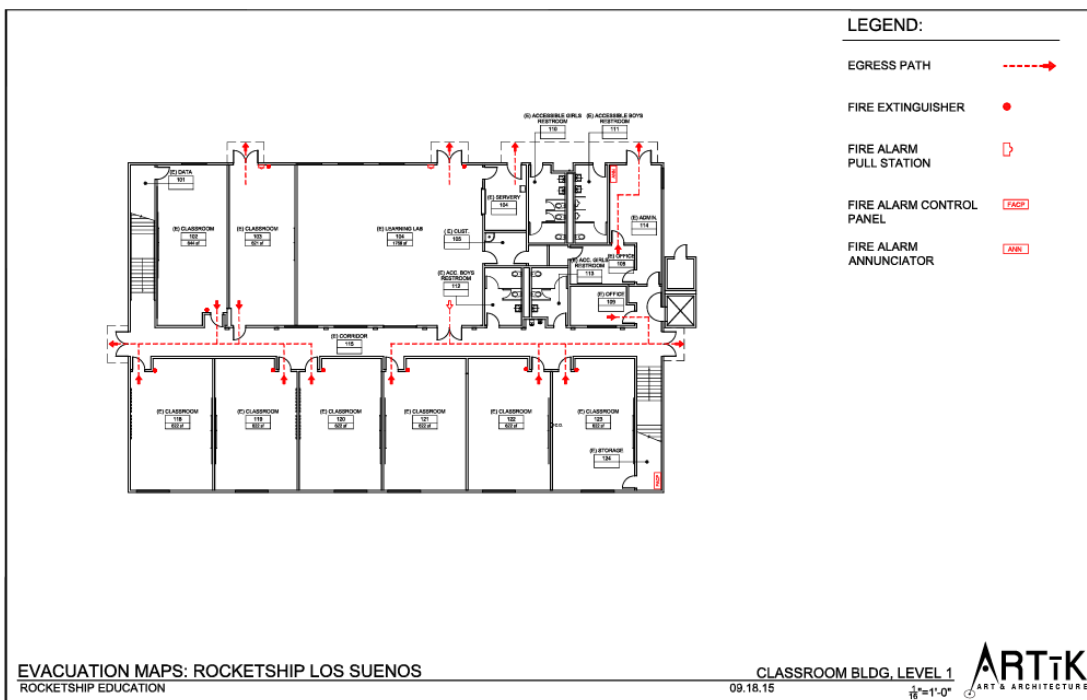
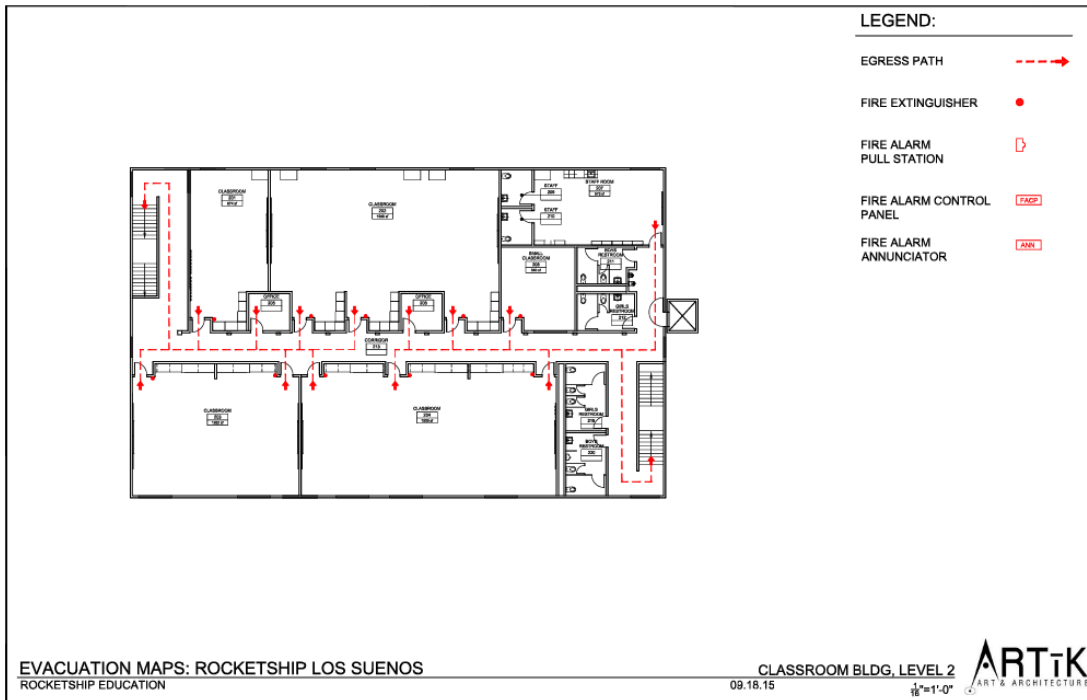
RFZ



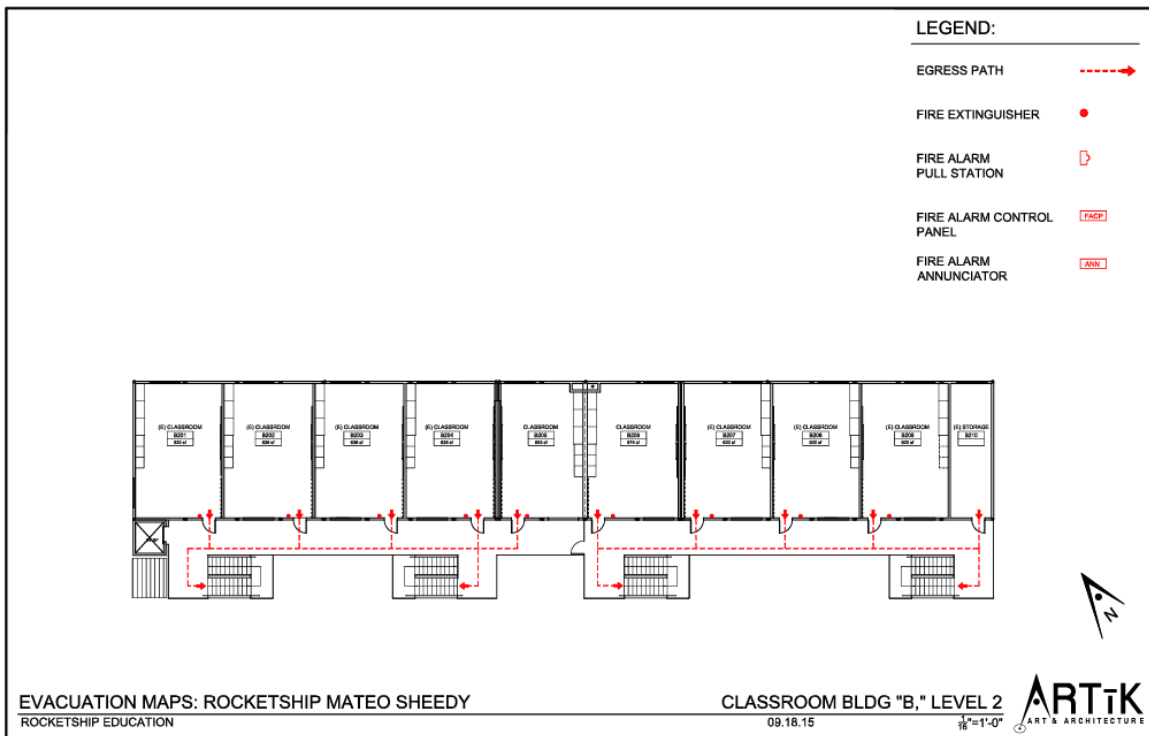
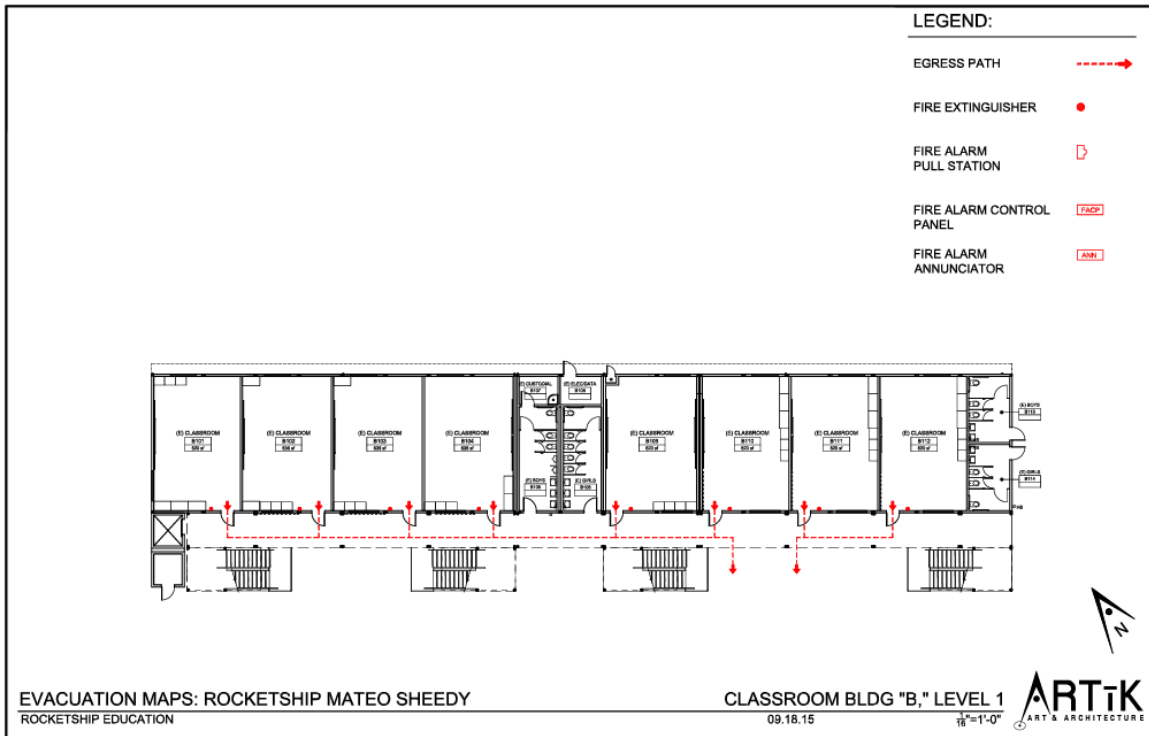
ROCKETSHIP FUERZA COMMUNITY PREP
70 S. Jackson, San Jose, CA 95116

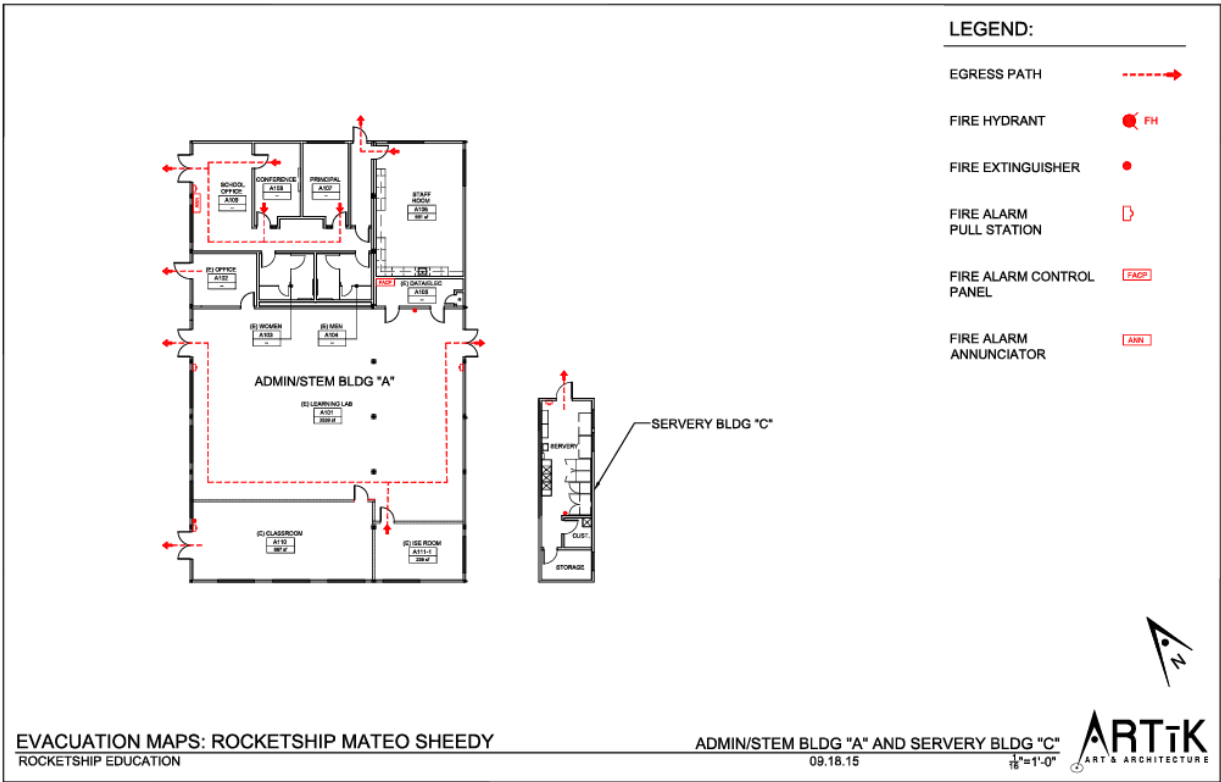


RLS

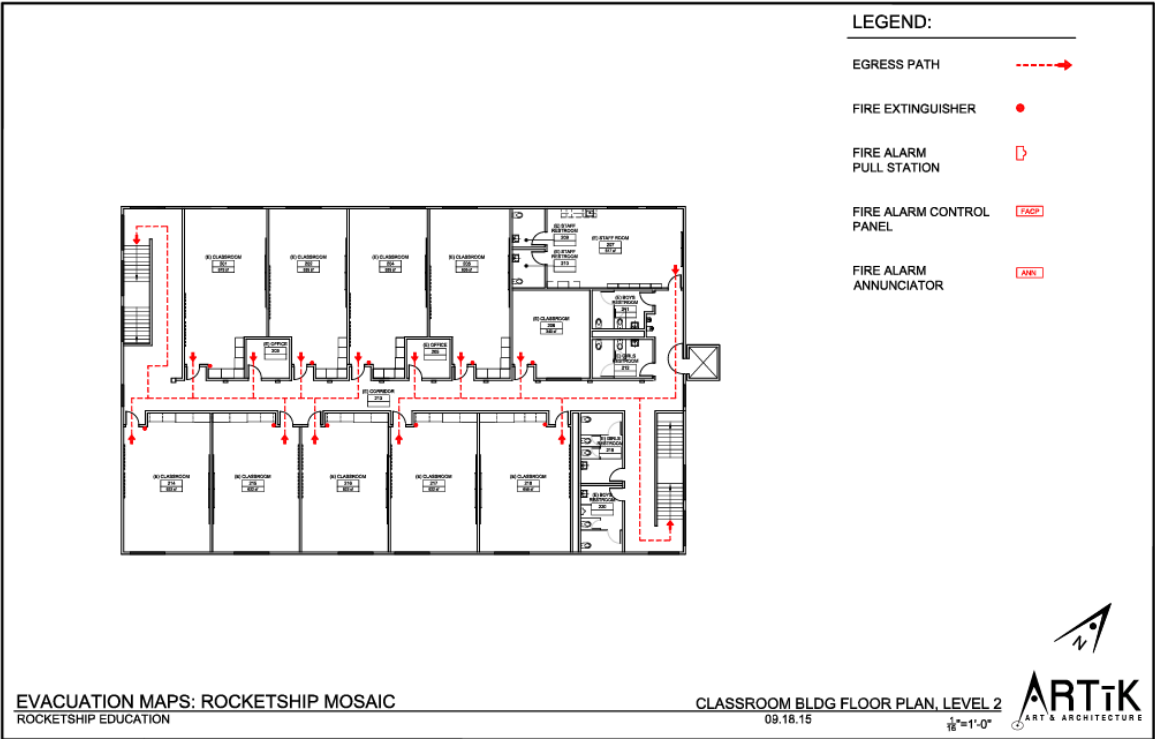
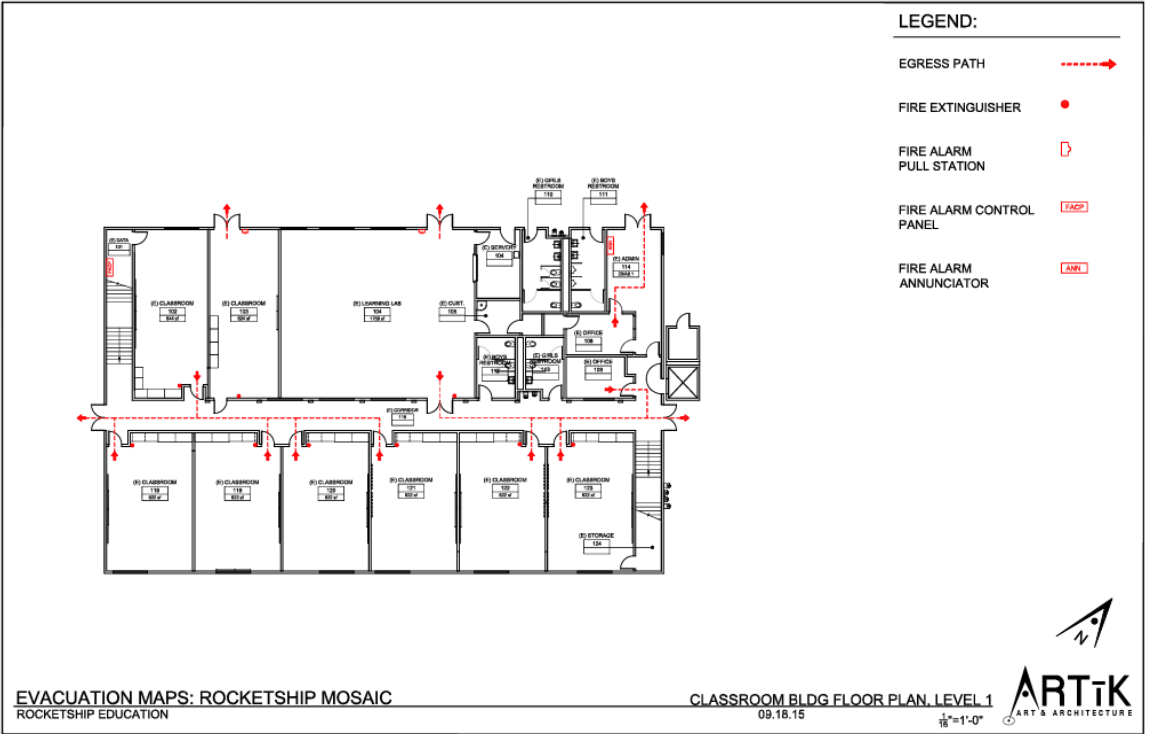


RMS

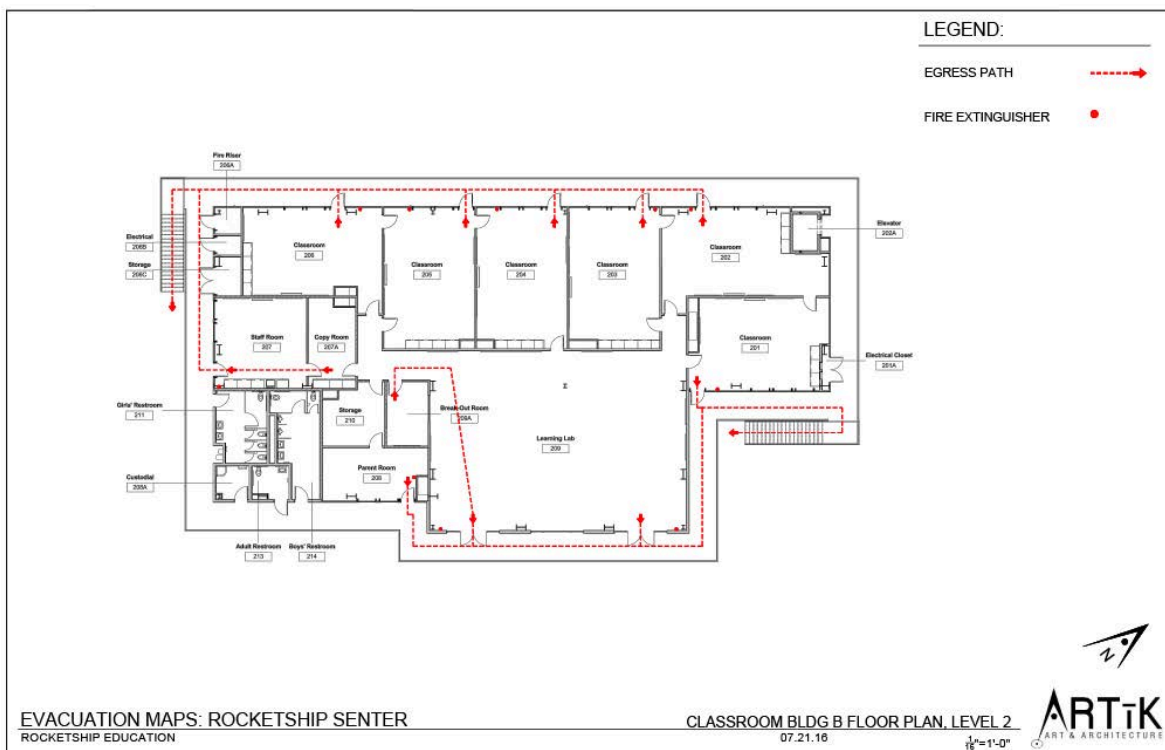
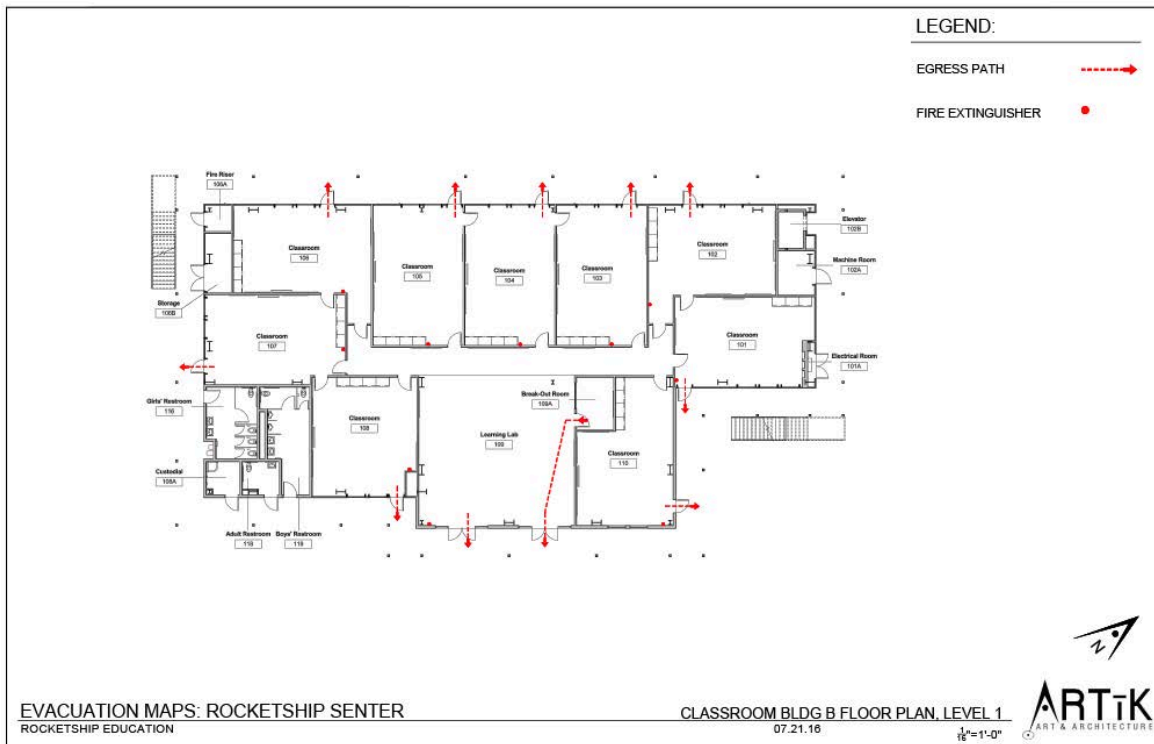


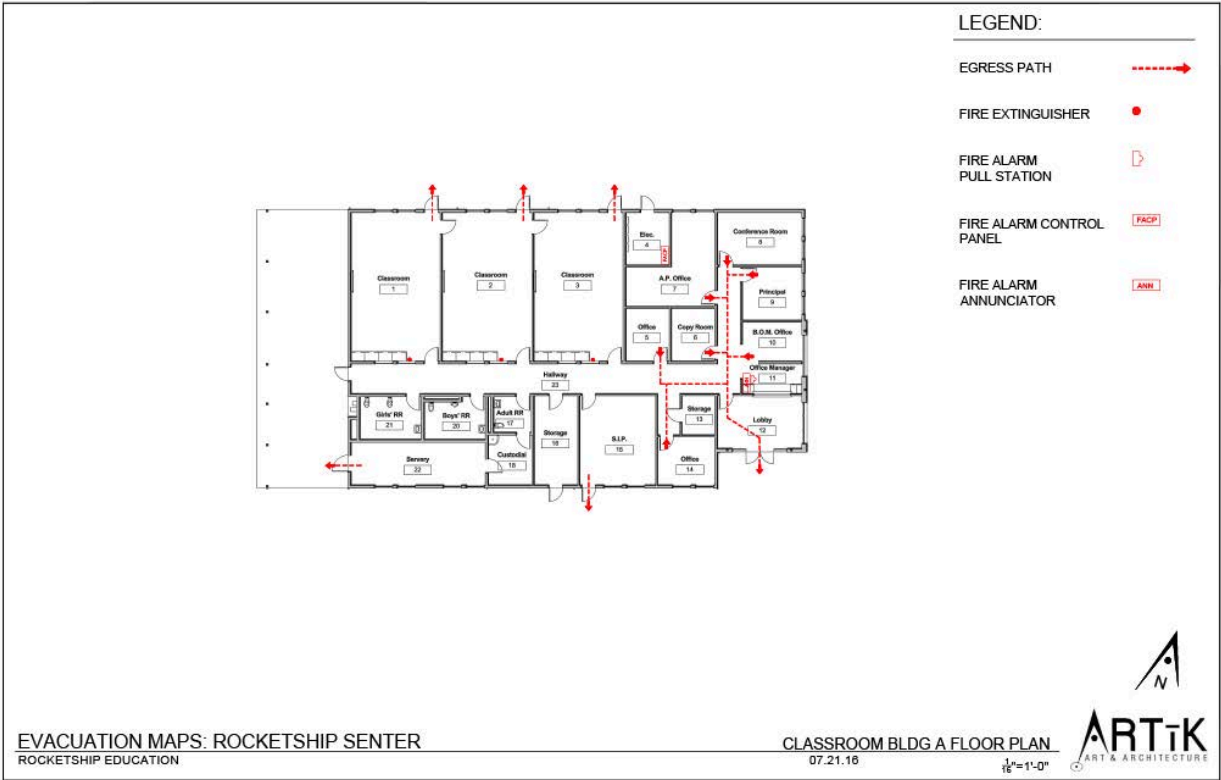


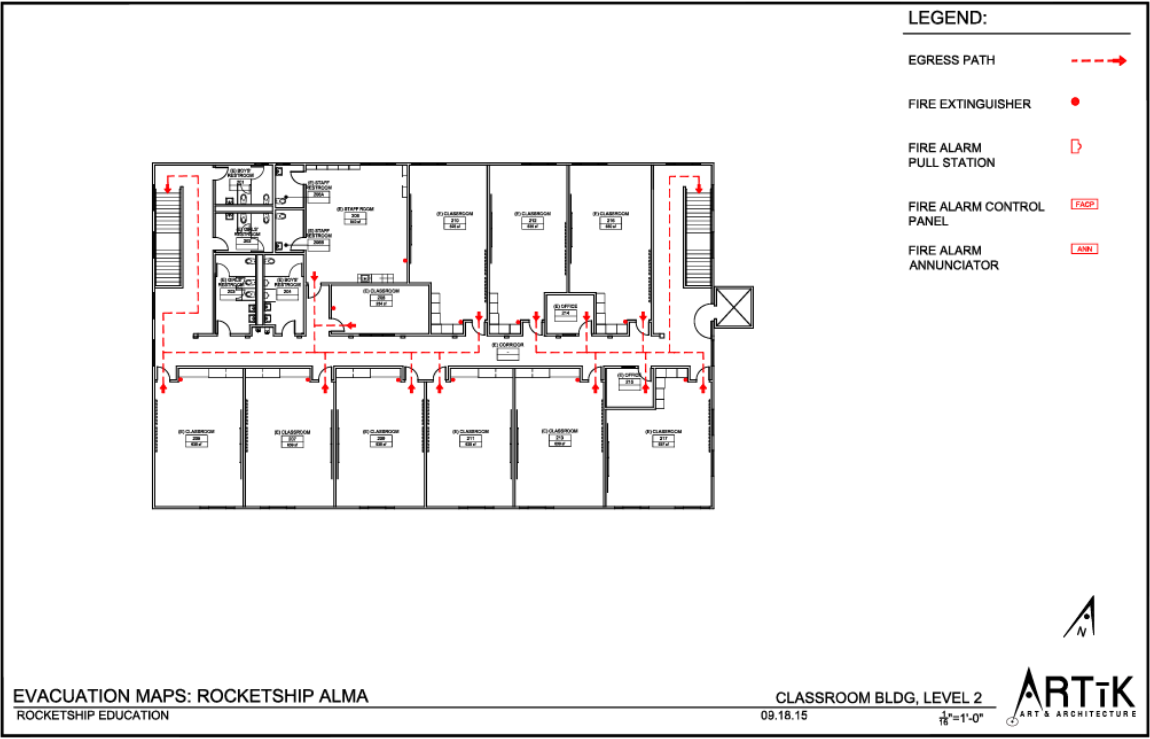
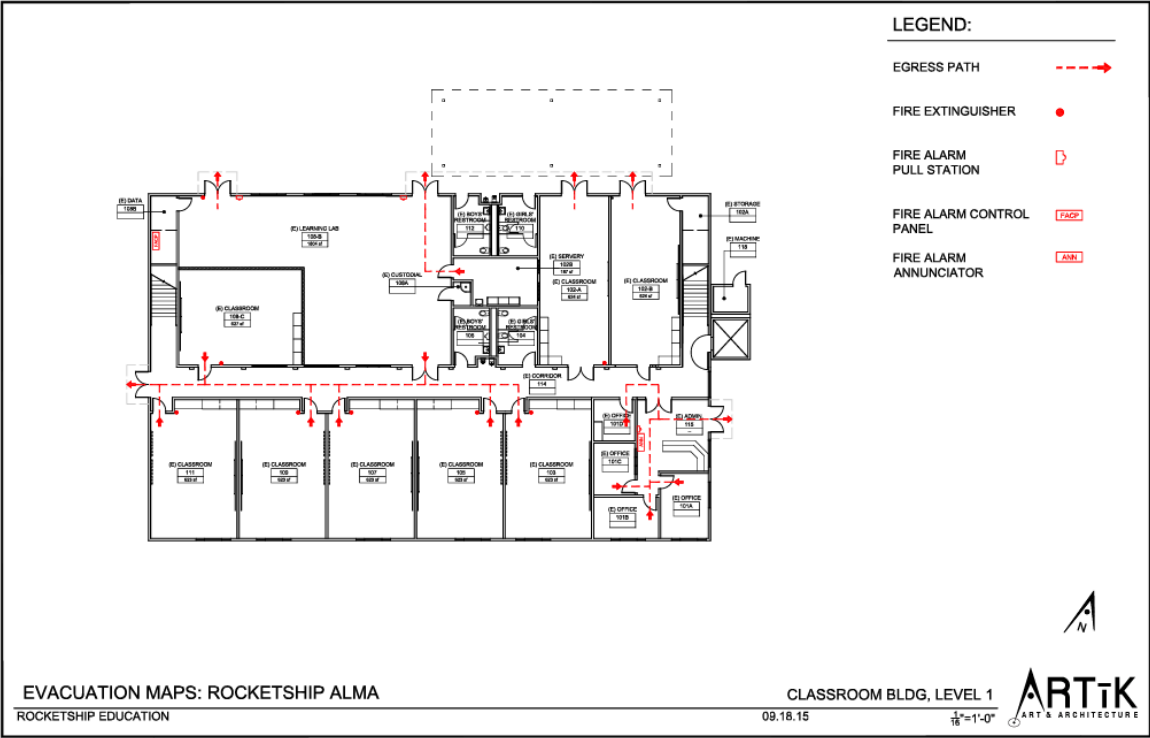
ROMO



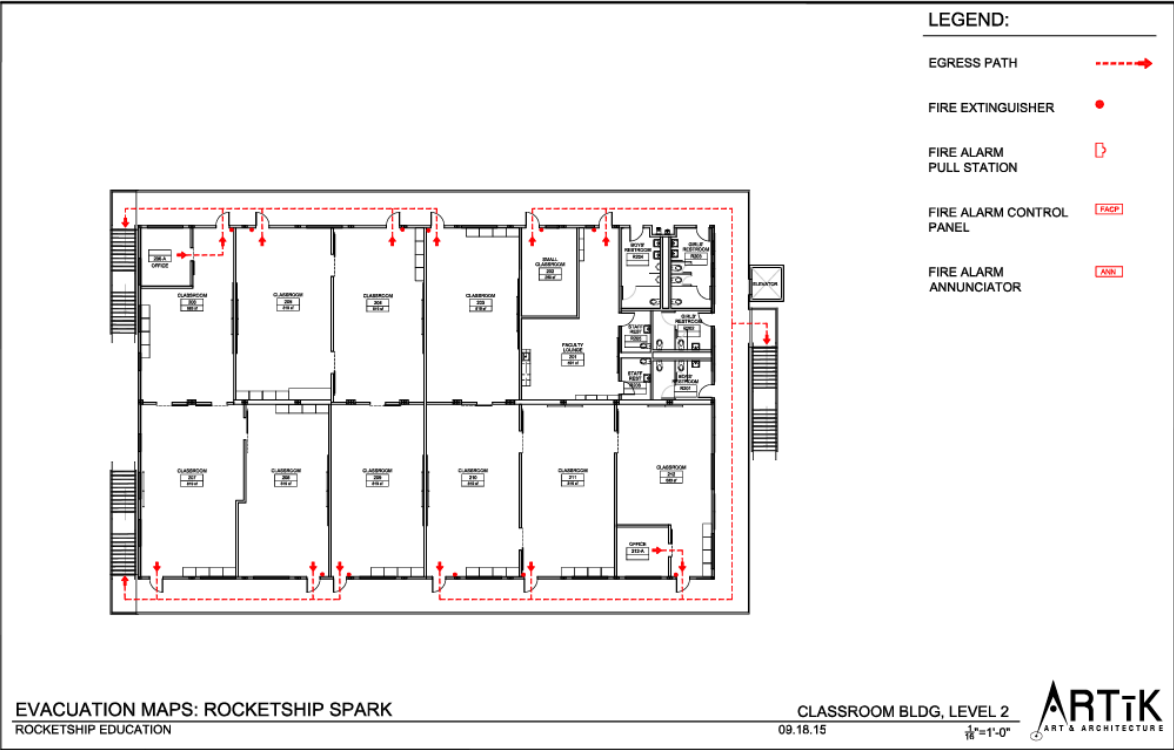
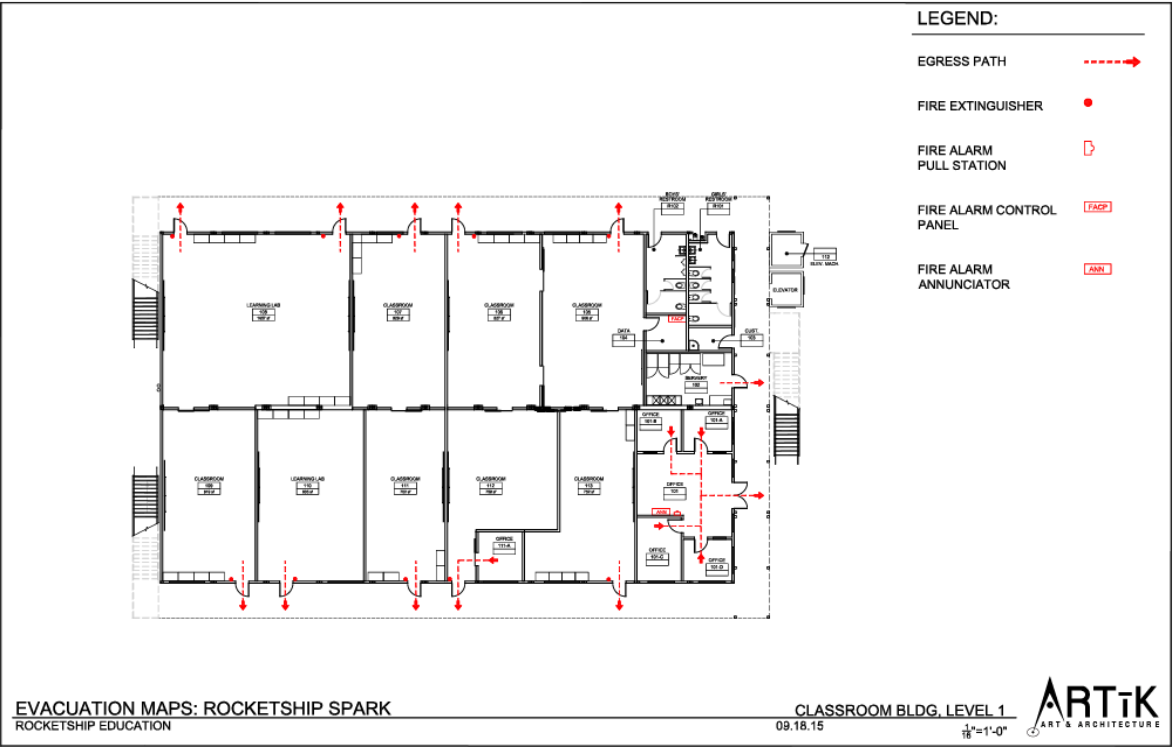
RRS





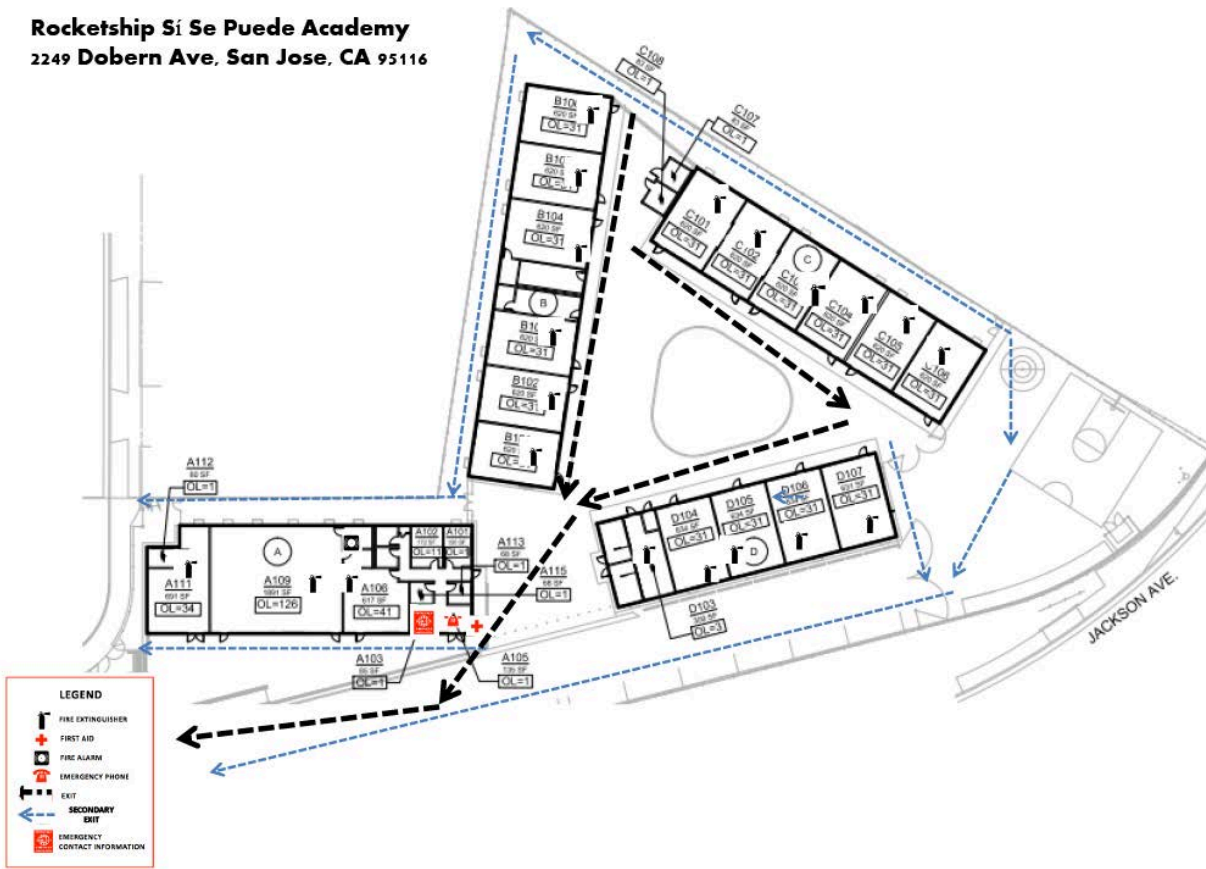


RSK



RSSP

Rocketship Si Se Puede Academy
2249 Doborn Ave, San Jose, CA 95116



Appendix B: CA Law Enforcement Approval

Reviewing Agency	Date of Approval	Reviewer	Badge/ID

Q3 Rocketship Public Schools CA Board Committee Meeting

February 27, 2025



Agenda

1. Opening Items

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

2. Consent Items

- A.** Approve minutes from October 3, 2024 CA Board Committee meeting
- B.** Reappoint Diana Phuong to the Rocketship CA Board Committee for a term of 2 years through February 2027

3. Action Items: Operations - Review and Recommend Approval

- A.** Review and Recommend to the Rocketship Board of Directors, Approval of the Rocketship Brilliant Minds Memorandum of Understanding and Addendum with the Santa Clara County Office of Education
- B.** Review and Recommend to the Rocketship Board of Directors, Approval of the Rocketship Alma Academy Memorandum of Understanding and Addendum with the Santa Clara County Office of Education
- C.** Review and Recommend to the Rocketship Board of Directors, Approval of the Rocketship Si Se Puede Memorandum of Understanding and Addendum with the Santa Clara County Office of Education
- D.** Review and Recommend to the Rocketship Board of Directors, Approval of the Workplace Violence Prevention Plan
- E.** Review and Recommend to the Rocketship Board of Directors, Approval of the 2025 School Safety Plan



Agenda

4. Information Items

- A.** Mission Moment
- B.** Executive Director Update
- C.** Mid-Year Budget Update

5. Break

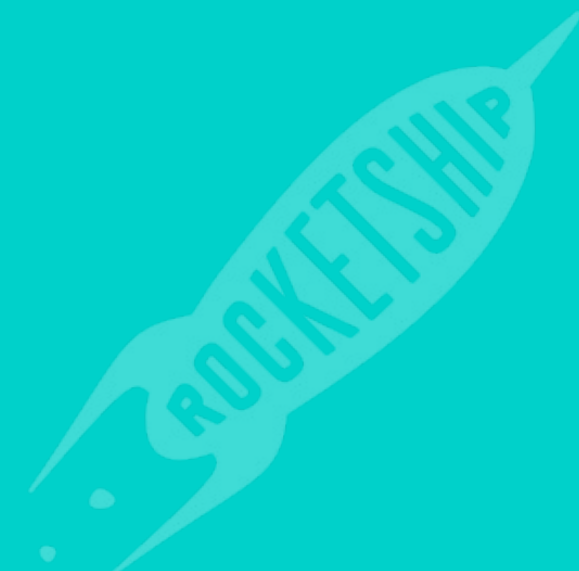
6. Information Items

- A.** CA Regional Achievement Update
- B.** Talent Update
- C.** Staff Satisfaction Survey Update
- D.** LCAP Mid-Year Update

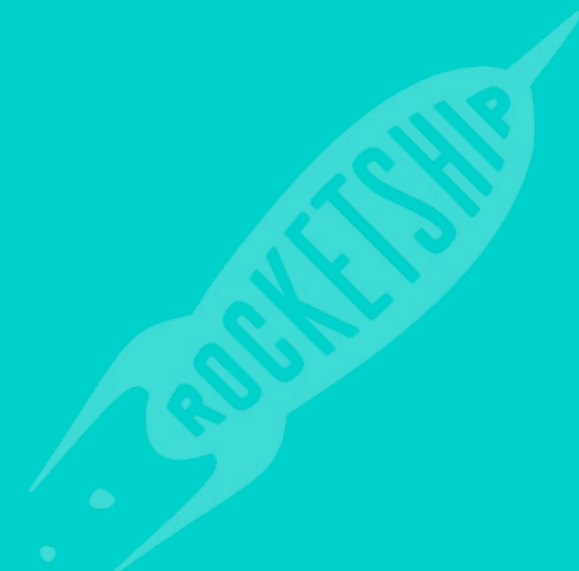
7. Adjourn



Opening Items: Call to Order



Opening Items: Public Comment



Mission Moment



Over 400+ community members joined our virtual forum to talk about immigration in our community!



ROCKETSHIP

PUBLIC SCHOOLS

CALIFORNIA



2025 Middle School Expo

- 250 Rocketeer families participated
- 5 CMO's (Alpha, KIPP, Discovery Prep, Sunrise, ACE)
- 1 district (ARUSD)
- 1 private school (Sacred Heart Nativity)
- Over 40 volunteers
 - Parents, Staff and 20 KIPP High School volunteers



Executive Director Update



Executive Director Update:

CA Regional Health Dashboard (RHD)
Review



Purpose: Rocketship Organizational Health Dashboard (OHD) and CA Regional Health Dashboard (RHD)

Dashboard example

Strategic Lever: Quality Schools		Goal 1: By 2028, 55% of all Rocketeers are performing at the 67th percentile on NWEA Reading/Math Goal 2: By 2028, 60% of Rocketeers enrolled for 3 or more years are performing at the 67th percentile on NWEA Reading															
Activity: Personalized Learning		A coherent and targeted approach to student learning experiences across core, supplemental and intervention programming and daily use of formative data to facilitate students' ability to make accelerated growth towards mastery of grade level standards.															
Indicator		EOY 23-24	Quarterly Actuals					Targets				Quarterly Rating					
		Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
% at NWEA Map Reading 67th %ile		X	31%	22%	26%		31%	34%	X	37%	1	1					
% at NWEA Map Math 67th %ile		X	35%	27%	33%		34%	37%	X	40%	1	2					
% at NWEA Map Reading 67th %ile for students enrolled 3+ years			34%	26%	29%		34%	37%	X	40%	1	1					
% of Rocketeers meet NWEA Reading Tiered Growth			38%	N/A	40%		X	47%	X	50%		2					
Dibels BOY, MOY, EOY - % at benchmark		X	53%	42%	N/A												
% mastery CKLA Skills unit assessments (GK-G2)		X	37%	47%	47%												
% of Rocketeers meet NWEA Math Tiered Growth		X	42%	N/A	47%		X	45%	X	48%		3					
% mastery Eureka module assessments		X	44%	41%	48%												
Years growth on NWEA Map Reading		X	1.17	N/A	1.12		X	1.33	X	1.33		2					
Years growth on NWEA Map Math		X	1.18	N/A	1.25		X	1.25	X	1.25		2					
												Rating				1.00	1.86

The Organizational Health Dashboard (OHD) and Regional Health Dashboards (RHD) are tools for tracking progress on key metrics tied to our 5-year goals. The metrics, like the goals they are tied to, are classified by Strategic Lever (Quality Schools, Community Power, Scaled Impact) or Key Enabler (Culture of Excellence and Belonging, Finance).

They are reviewed regularly at several levels of the organization and by each board (National and Regional) mid-year and end of year.

Strategic Lever: Scaled Impact		Goal: By 2028, 44,000 Lifetime Rocketeers																
Activity: Schools and Seats		Strategies to increase enrollment, retain Rocketeers, and increase seats across all regions.																
Indicator		EOY 23-24					Quarterly Actuals				Targets				Quarterly Rating			
		Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
# of lifetime rocketeers (Dec - 80+, June - 150+)		32244	N/A	32,497			X	X	X	35000								
% Enrollment to next SY June BSP		94%	91%	91%			100%	100%	100%	100%	2	2						
% retained Rocketeers SYTD		90%	97%	95%														
# new rocketeers for Oct 15 of current SY		3021	N/A	3042														
Projected new students for Oct 15 of next SY		2398	N/A	N/A														
Projected retained students for Oct 15 of next SY		7498	N/A	N/A														
		Rating													2.0	2.0	X	X

* [Link to Organizational Health and Regional Health Dashboards](#)



3: Meets or Exceeds

2: Approaching (80% target)

1: Does not meet

Rocketship Key Metrics

		Current performance	Target for current period
Quality Schools	Years growth on NWEA Map Reading	1.12	1.33
	Years growth on NWEA Map Math	1.25	1.25
	% of Rocketeers meet NWEA Reading Tiered Growth	40%	47%
	% of Rocketeers meet NWEA Math Tiered Growth	47%	45%
	% of families meet PPH goal	72%	90%
Scaled Impact	% Enrollment to June BSP	90%	100%
Culture	NPS: Net Promoter Score	-9	7.5
Finance	% of schools forecasted to close EOY on budget	0%	100%



3: Meets or Exceeds

2: Approaching (80% target)

1: Does not meet

CA Key Metrics

		Current performance	Target for current period
Quality Schools	Years growth on NWEA Map Reading	1.17	1.3
	Years growth on NWEA Map Math	1.28	1.25
	% of Rocketeers meet NWEA Reading Tiered Growth	42%	47%
	% of Rocketeers meet NWEA Math Tiered Growth	49%	42%
	% of families meet PPH goal	78%	80%
Scaled Impact	% Enrollment to June BSP	100%	100%
Culture	NPS: Net Promoter Score	-7	7.5
Finance	% of schools forecasted to close EOY on budget	0%	100%

Full Quality Schools Section (for Achievement Committee) 1 of 3

3: Meets or Exceeds

2: Approaching (80% target)

1: Does not meet

Indicator	Q4	Q1	Q2	Q3	Q4
% at NWEA Map Reading 67th %ile	32%	27%	31%		
% at NWEA Map Math 67th %ile	40%	34%	38%		
% at NWEA Map Reading 67th %ile for students enrolled 3+years	36%	29%	32%		
% of Rocketeers meet NWEA Math Tiered Growth	42%	-	49%		
% mastery Eureka module assessments	47%	45%	51%		
% of Rocketeers meet NWEA Reading Tiered Growth	41%	-	42%		
% at benchmark Dibels BOY, MOY, EOY	58%	48%	51%		
% mastery CKLA Skills unit assessments (GK-G2)	37%	50%	53%		
Years growth on NWEA Map Reading	1.2	X	1.17		
Years growth on NWEA Map Math		X	1.28		
% Bottom Quartile NWEA MAP Math		29%			
% Bottom Quartile NWEA MAP Reading		37%			
ISE: Bottom Quartile on NWEA MAP		58%			
ISE: Top Third on NWEA MAP		11%			
MLL: Bottom Quartile on NWEA MAP		43%			
MLL: Top Third on NWEA MAP		19%			
Suspension rate	0%	0%	0%		

NB: data for some metrics is only available seasonally (e.g. in Q4), so will appear blank in other reporting periods

Full Quality Schools Section (for Achievement Committee) 2 of 3

3: Meets or Exceeds

2: Approaching (80% target)

1: Does not meet

	EOY 23-24	Quarterly Actuals			
Indicator	Q4	Q1	Q2	Q3	Q4
% Tier 3/4 Teachers retained	81%	84%	N/A		
% managers scoring 6.0 on MFS	73%	-	58%		
SL: % managers scoring 6.0 on MFS	71%	-	55%		
AD+: % managers scoring 6.0 on MFS	59%	-	75%		

NB: data for some metrics is only available seasonally (e.g. in Q4), so will appear blank in other reporting periods

Full Quality Schools Section (for Achievement Committee) 3 of 3

3: Meets or Exceeds

2: Approaching (80% target)

1: Does not meet

Indicator	EOY 23-24				
	Quarterly Actuals				
	Q4	Q1	Q2	Q3	Q4
% ADA/ADM - Average Daily Attendance	93%	95%	94%		
Chronic Absenteeism	26%	14%	19%		
% of families meet PPH goal	89%	68%	78%		
% Parent-teacher conference participation	75%	-	84%		
Family NPS (Net Promoter score)	61	63	N/A		
% Home Visits	94%	75%	95%		

NB: data for some metrics is only available seasonally (e.g. in Q4), so will appear blank in other reporting periods

Full Culture Section (for Achievement Committee)

3: Meets or Exceeds

2: Approaching (80% target)

1: Does not meet

Indicator	EOY 23-24	Quarterly Actuals			
	Q4	Q1	Q2	Q3	Q4
NPS: Net Promoter Score	-2.51	-	-7		
# staff giving staff referrals	0%	2	3		
% Positions Filled	92%	97%	98%		
% Offer Acceptance Rate	92%	86%	100%		
% staff retained YTD	90%	-	96%		
% teachers retained YTD	88%	-	97%		
% SLs retained YTD	96%	-	92%		
% NeST retained YTD	94%	-	95%		
Representative Leadership: proportion of racial/ethnic subgroups represented in leadership	4 of 4	4 of 4	4 of 4		

NB: data for some metrics is only available seasonally (e.g. in Q4), so will appear blank in other reporting periods



Full Scaled Impact Section (for Business Committee)

3: Meets or Exceeds

2: Approaching (80% target)

1: Does not meet

	EOY 23-24	Quarterly Actuals			
Indicator	Q4	Q1	Q2	Q3	Q4
# of lifetime rocketeers	22061	-	23,602		
% Enrollment to nest SY June BSP	100%	92%	100%		
% to Campus Target		-	96%		
% retained Rocketeers SYTD	94%	98%	96%		

NB: data for some metrics is only available seasonally (e.g. in Q4), so will appear blank in other reporting periods



Full **Finance** Section (for Business Committee)

3: Meets or Exceeds

2: Approaching (80% target)

1: Does not meet

Indicator	EOY 23-24	Quarterly Actuals			
	Q4	Q1	Q2	Q3	Q4
Philanthropic funds raised	\$162,000	\$5,100,000	\$5,300,000		
% of schools forecasted to close EOY on budget	77%	62%	0%		

NB: data for some metrics is only available seasonally (e.g. in Q4), so will appear blank in other reporting periods

Executive Director Update:

Parent Board Member Selection Process
Update



Mid-Year Budget Update



CA Schools Consolidated Projections

Accounts	California Schools (Rollup)		
	FY2025		
	FY25 - Jan Trend Projection	FY25 Budget - Board Approved	Variance
▼ Revenues			
▶ Federal Income	11,370,422	7,528,091	3,842,331
▶ State Revenue Sources	120,070,188	129,198,645	-9,128,457
▶ Other Local Revenues	85,022	13,345	71,677
▶ Grants and Fundraising	64,837	0	64,837
Total Revenues	131,590,469	136,740,081	-5,149,612
▼ Expense			
▶ Personnel & Benefits	64,919,501	64,574,246	-345,255
▶ Books and Supplies	6,154,716	5,668,493	-486,223
▶ Food Services	4,865,657	5,179,260	313,603
▶ Services and Other Operating Expenses	22,187,990	21,031,824	-1,156,166
▶ Travel & Conferences	499,912	412,792	-87,120
▶ Dues and Insurance	967,649	790,768	-176,881
▶ Rental, Leases, & Repairs	12,077,746	12,590,359	512,613
▶ Management Fee	17,962,099	19,083,516	1,121,417
▶ Capital Outlay	256,766	212,208	-44,558
▶ Interest Expense	-1,342	860	2,202
▶ Miscellaneous Expense	2,201,440	3,073,544	872,103
Total Expense	132,092,135	132,617,870	525,734
CINA	-501,666	4,122,211	-4,623,877

- Rocketship CA is tracking towards a \$0.5mm loss, a \$4.6mm negative variance from budget:
 - Revenue is tracking \$5.2mm below budget
 - Expenses are tracking \$0.5mm below budget.
- Major drivers include:
 - Under-enrollment
 - Over-expenditure to budget on supplies (tracking 9% over) and consultants (tracking \$1.1mm over).
- To return to budget in the second half of year, we should prioritize -
 - Maximizing public grants (up to \$2mm in upside)
 - Staying within budget for rest of year on non-compensation (up to \$2mm in upside).

CA Projections by School

Accounts	RDP	RSSP	RMS	RLS	RBM	RSA	ROMO	RDL	RSK	RFZ	RRS	RFA	RRWC	RPS CA
Revenues														
Federal Income	825,586	728,736	855,419	752,279	1,046,946	1,012,243	989,484	924,157	515,776	1,009,554	951,183	1,056,788	702,271	11,370,422
State Revenue Sources	8,079,824	5,822,780	8,815,572	7,068,422	10,575,106	9,785,347	10,196,317	10,558,673	10,702,011	10,123,681	12,167,705	10,775,199	5,399,551	120,070,188
Other Local Revenues	0	13,110	31,793	2,463	12,656	0	4,571	8,290	2,667	0	3,807	1,193	4,472	85,022
Grants and Fundraising	0	6,197	0	2,515	19,040	16,559	11,703	0	3,948	2,298	1,576	0	1,000	64,837
Total Revenues	8,905,410	6,570,822	9,702,784	7,825,680	11,653,748	10,814,149	11,202,076	11,491,119	11,224,403	11,135,533	13,124,271	11,833,181	6,107,294	131,590,469
Expense														
Personnel & Benefits	4,448,281	3,256,621	4,842,411	3,982,697	5,471,162	5,294,080	6,426,767	5,212,310	5,482,971	5,287,143	5,634,111	6,381,588	3,199,360	64,919,501
Books and Supplies	473,809	326,645	590,423	345,841	491,894	465,365	419,149	489,512	510,181	469,521	501,696	640,313	430,369	6,154,716
Food Services	347,485	286,643	377,846	241,643	482,416	411,493	427,697	377,316	440,106	429,850	374,183	429,682	239,298	4,865,657
Services and Other Operating Expenses	1,723,924	1,444,614	2,059,823	1,046,142	1,809,719	1,722,643	1,508,574	2,075,677	1,691,568	1,657,056	1,923,321	2,296,266	1,228,665	22,187,990
Travel & Conferences	34,158	17,492	67,418	19,173	21,681	47,006	26,526	57,020	42,989	44,901	28,668	63,173	29,708	499,912
Dues and Insurance	63,599	54,661	75,654	58,799	76,981	78,039	88,663	89,487	83,077	85,774	74,543	98,018	40,356	967,649
Rental, Leases, & Repairs	913,959	725,770	1,026,467	966,676	1,015,049	925,359	1,133,031	1,360,716	1,025,368	1,298,768	1,044,717	557,427	84,437	12,077,746
Management Fee	1,215,589	896,917	1,324,430	1,068,205	1,590,737	1,476,131	1,529,083	1,568,538	1,532,131	1,520,000	1,791,463	1,615,229	833,645	17,962,099
Capital Outlay	27,449	32,076	51,078	32,089	8,154	17,613	32,276	7,033	10,677	5,077	3,796	27,277	2,171	256,766
Interest Expense	0	0	0	0	0	0	0	-1,342	0	0	0	0	0	-1,342
Miscellaneous Expense	22,901	97,708	25,385	53,255	453,849	48,432	287,013	464,611	157,433	264,883	304,877	12,566	8,528	2,201,440
Total Expense	9,271,154	7,139,147	10,440,934	7,814,519	11,421,642	10,486,163	11,878,779	11,700,878	10,976,500	11,062,972	11,681,373	12,121,538	6,096,536	132,092,135
CINA	-365,744	-568,324	-738,151	11,161	232,105	327,987	-676,703	-209,759	247,903	72,561	1,442,898	-288,358	10,758	-501,666

- 6 of 13 schools are currently not on track for positive CINA.
- All schools of concern have adequate cash reserves to mitigate one-time losses.

CA Schools Revenue Deep Dive

		CA Schools TTL		
		FY25 Budget	FY25 - Jan Trend Proj	Var
Revenues				
Federal Income	Project (Rollup)			
	8181 - SPED: IDEA Flow Through [84.027]	894,460	894,460	-0
	8221 - Child Nutrition - National School Lunch Program [10.55]	2,361,571	2,186,259	-175,312
	8222 - Child Nutrition - School Breakfast Program [10.553]	1,330,077	1,175,712	-154,365
	8223 - Child Nutrition - School Snack Program	0	333,763	333,763
	8291 - Title I, Part A, Basic Grants [84.010]	2,076,252	1,857,427	-218,825
	8292 - Title II, Part A, Teacher Quality [84.367]	235,451	202,111	-33,340
	8293 - Title III, Part A, Limited English Proficient [84.365]	451,916	459,109	7,193
	8294 - Title IV	178,364	151,750	-26,614
	8296 - Title III, Part A, Immigrant	0	54,010	54,010
	8302 - Stronger Connections Grant (SCG) Program	3,935,936	3,935,936	0
	8391 - Title I, Part A, Basic Grants Prior Year	0	9,223	9,223
	8393 - Title III, Part A, Limited English Proficient Prior Year	0	107,449	107,449
	8394 - Title IV Prior Year	0	770	770
	8396 - Title III, Part A, Immigrant Prior Year	0	2,442	2,442
	Total Federal Income	11,464,027	11,370,422	-93,605
State Revenue Source	Project (Rollup)			
	8012 - Education Protection Account Entitlement	6,316,115	3,205,612	-3,110,503
	8017 - LCFF State Aid	48,707,581	49,016,167	308,586
	8025 - In-Lieu of Property Taxes	30,135,046	28,362,807	-1,772,239
	8520 - Child Nutrition - State	2,619,392	2,470,520	-148,872
	8570 - SPED State Revenues	5,460,920	5,171,247	-289,673
	8574 - SPED - State Mental Health Level II	492,673	466,539	-26,134
	8581 - Oth State Apporntmts-Prior Yr	0	27,455	27,455
	8585 - Mandate Block Grant	118,393	118,392	-1
	8586 - Lottery - Unrestricted	1,162,935	1,101,247	-61,688
	8587 - Lottery - Prop 20	499,272	472,787	-26,485
	8588 - Lottery - Unrestricted Prior Year	0	-2,314	-2,314
	8589 - Lottery - Prop 20 Prior Year	0	24,452	24,452
	8592 - Facilities Reimb (SB 740)	7,042,223	6,696,467	-345,756
	8598 - Facilities Reimb (SB 740) Prior Year	0	116,475	116,475
	8599 - After School Education and Safety Grant Program	1,973,666	1,973,666	-0
	8600 - After School Ed and Safety Grant Prog PY	0	1,343	1,343
	8601 - Measure U	60,000	227,470	167,470
	8652 - CA Community Schools Partnership Program (CCSPP)	3,087,500	2,946,878	-140,622
	8655 - CA Expanded Learning Opportunity Program	14,559,982	12,695,627	-1,864,355
	8656 - Universal Prekindergarten Planning (UPK) and Implem	0	345,830	345,830
	8658 - Arts, Music & Instructional Materials Discretionary Bld	400,668	1,176,975	776,307
	8659 - Learning Recovery Emergency Block Grant	2,626,341	2,476,611	-149,730
	8661 - Proposition 28 - Arts and Music in Schools	0	676,293	676,293
	8666-0001--Medi-Cal PY	0	301,640	301,640
	8796 - Income Reallocation	1	1	-0
	Total State Income	125,262,708	120,070,188	-5,192,520
Other Local Revenue	Project (Rollup)			
	- No Project -	13,345	11,933	-1,412
	9999 - General Operations	0	73,090	73,090
	Total Other Local Revenues	13,345	85,022	71,677
Grants and Fundraisi	Project (Rollup)			
	9999 - General Operations	0	64,837	64,837
	Total Grants & Fundraising	0	64,837	64,837
Total Revenues	Project (Rollup)	136,740,080	131,590,469	-5,149,611

CA Enrollment & ADA

Budget

P-1

Variance

Enrollment	ADA
6560	6089
6153	5759
-407	-330

(\$000s)	CA Per Pupil Funding
(5,192.5)	-407 Enrollment / -330 ADA

Major Shifts Since Budget:

Federal Revenue: **-\$0.1m** due to decrease in child nutrition as a result of enrollment decline.

State: **-\$5.2m** due to enrollment 407 enrollment / 330 ADA below budget.

Opportunities to improve with ELO-P and LRE state programs: Upside of ~\$2mm.



CA Schools Balance Sheet - (YOY comparison)

	CA 12/31/2024 Actual	CA 12/31/2023 Actual	Change
Assets			
Cash and cash equivalents	55,000,386	53,458,595	1,541,790
Accounts Receivable	41,750,646	24,710,390	17,040,256
Prepaid expenses and deposits	741,790	1,187,738	(445,947)
Security Deposits	425,000	425,000	0
BS - Property, plant & equipment	130,537,557	129,321,111	1,216,446
Less: Accumulated depreciation	(15,823,616)	(10,316,453)	(5,507,163)
Note receivable	0	141,815	(141,815)
Total Assets	212,631,763	198,928,196	13,703,567
Liabilities and Net Assets			
Current Liabilities			
Accounts payable	1,591,364	684,384	906,980
Accrued liabilities	1,970,796	5,439,032	(3,468,236)
Accrued lease payments S-T	6,488,490	6,131,826	356,664
Deferred Revenue	31,005,172	21,443,972	9,561,201
Deferred management fee S-T	0	0	0
Intercompany Loan	0	0	0
Current portion of loans payable	0	13,479	(13,479)
Total Current Liabilities	41,055,823	33,712,693	7,343,130
Long-Term Liabilities			
Accrued lease payments L-T	104,707,990	110,313,372	(5,605,381)
Accrued Interest	0	0	0
Loans payable L-T	0	0	0
Total Long-Term Liabilities	104,707,990	110,313,372	(5,605,381)
Total Liabilities	104,707,990	110,313,372	(5,605,381)
Net Assets	66,867,950	54,902,131	11,965,818
Total Liabilities and Net Assets	212,631,763	198,928,196	13,703,567

Rocketship California schools as a whole ended Q2 with \$55.0m in cash, which is \$1.5m higher than this time last year.







Accounts receivable is at \$41.8m, which is \$17.0m higher than this time last year and accounts payable are roughly even.

As a result, year-over-year net assets of \$13.7mm higher.









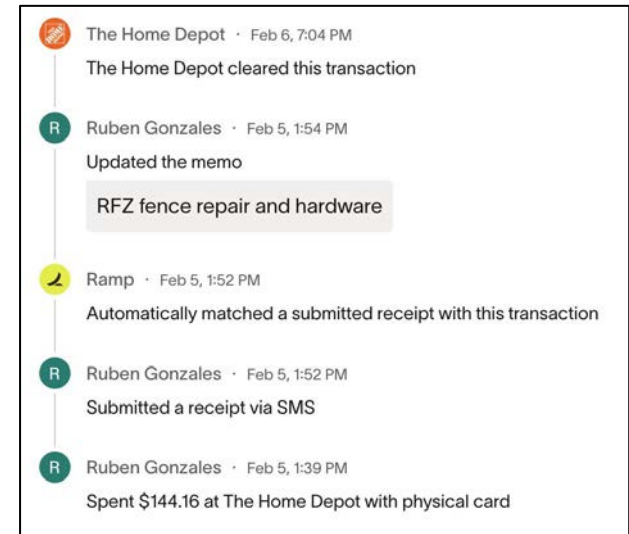
Business Team Goals Updates

- Reporting:
 - Progress: Shortened accounting close to ~7 business day average (from 13+ prior year) with increased accuracy; developed simple projection tool to provide fast, consistent, useful monthly forecasts to regional leaders
 - Opportunities: Managers need better support in understanding their data *and* the levers they have available to them - not just “you’re over budget” but “here’s how to affect budget” - we need to simplify reports and improve action planning protocols.
- Controls:
 - Progress: Strengthened banking and contract approvals organization wide, communicated clearer policy guidance on travel and staff appreciation expenses
 - Opportunities: Managers need real-time visibility and finer controls over their variable non-compensation: We’re piloting the *Ramp* procurement tool now for deployment summer 2025.

Name	Owner	Utilization	Amount issued
Travel for Work	 Benjamin Carson Owner	0%	\$1,500.00 Total
RNB Auto Repair	 Abe Camacho Employee	10%	\$800.00 Total
Snow Removal	 TJ Queen Jr Employee	29%	\$500.00 Total
UHS Hardware	 Charlene Martins Employee	94%	\$1,100.00 Total
NLC Travel	 Brandon Werner Manager	96%	\$1,500.00 Total
General Maintenance	 Charlene Martins Employee	0%	\$3,000.00 Monthly

Ramp Procurement Tool Preview

Name	Owner	Utilization	Amount issued
Travel for Work	 Benjamin Carson Owner	0%	\$1,500.00 Total
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General Maintenance	 Charlene Martins Employee	0%	\$3,000.00 Monthly



The Home Depot · Feb 6, 7:04 PM
The Home Depot cleared this transaction

Ruben Gonzales · Feb 5, 1:54 PM
Updated the memo
RFZ fence repair and hardware

Ramp · Feb 5, 1:52 PM
Automatically matched a submitted receipt with this transaction

Ruben Gonzales · Feb 5, 1:52 PM
Submitted a receipt via SMS

Ruben Gonzales · Feb 5, 1:39 PM
Spent \$144.16 at The Home Depot with physical card

- Problem: Most expenses at Rocketship are approved *after* they're made - exposing us to runaway expenses.
- Solution: We have been shopping for and piloting different procurement and expense management tools for deployment in 25-26.
- We are finalizing choosing **Ramp** as our tool - used by a number of CSGF portfolio orgs.
- Advantages: Maintains our current credit-card based system (rather than going backwards and only using checks) but adds pre-approvals for recurring and one-time cards.
- Status: Piloting with a few teams now to iron out accounting and tech issues, planning for deployment to NeST in March and schools in July/August.

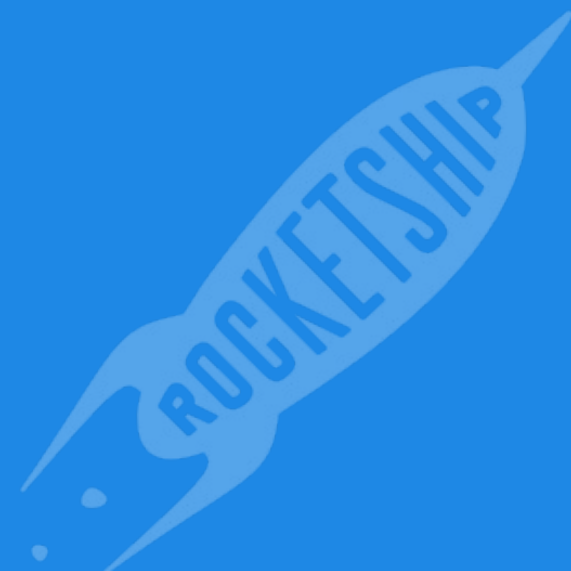
Budget Process Preview

- Our goal is for each Rocketship school to break even on public dollars in 2025-26.
 - **Why:** Our vision to be sustainable on public revenue makes us more resilient, more scalable, and proves what's possible.
- Our goal for the budgeting process is for school leadership teams, regional leaders, and board members to **collectively** make the best decisions we can, with the information we have.
- In the current year, many of our school budgets were built *backwards*: “What is the enrollment we need to afford the spending we want?”
- As a result, many of our enrollment goals retroactively seem out of reach
- This year, we want to take a different approach: “What is the best way to implement the core Rocketship model with the enrollment I can realistically expect?”

	actual enrollment 2024-2025	25-26 analytics model projection	Initial Enrollment Target	Rotational Model	Average Class Size	STEM Teachers	HUM Teachers	Self-Contained Teachers	ILS/Tutors	Classroom Assistants	Total Teachers	Total Non-Teaching Staff
Grade	2024											
Pre-K	67	45	80	4R	20.0	1	2		1	4	3	5
K	76	120	95	4R	23.8	1	2		1		3	1
1st	84	78	72	3R	24.0	1	2				3	0
2nd	72	72	78	3R	26.0	1	2				3	0
3rd	70	67	78	3R	26.0	1	2				3	0
4th	77	63	60	2R	30.0	1	1				2	0
5th	81	69	67	3R	22.3	1	2				3	0
Total	527	514	530	22		7	13	0	2	4	20	6

Mid-Year Budget Update:

Student Enrollment Update



Key Learnings from SY24-25 that we are incorporating for the SY25-26

- **Setting realistic enrollment targets using demographic analysis & long term enrollment projections**
 - Reviewed local demographic analysis data with National team earlier in the year (Oct)
 - Sources: internal S&S analysis and external analysis from Charter Growth Fund
 - Met with regional stakeholders to set drafted enrollment targets linked to application goals (Nov)
 - Finalizing enrollment targets and aligning staffing to those targets using a revised budget tool. (Feb)
- **Increasing recruitment engagement across schools and NeST**
 - Setting school tour cadence which kicked off mid-January
 - Facilitating 1-2 school events that are open to the community members
 - Regional staff supporting with Super Recruitment Days
- **Improving the enrollment tool which was introduced last year**
 - Working with the Analytics team to increase the frequency of updates from every other day to daily

As of 2/17, we have received 927 applications against our goal of 1,958 by lottery.

25-26 Budget Target	25-26 Enrollment Target	Anticipated Returners	Open Seats	App Target by FDOS	Apps YTD	Progress to Goal
6,126	6,579	4,825	1,754	3,916	927	24%

Budget Target: The minimum number of students needed to be enrolled throughout the school year to afford staffing model.

Enrollment Target: To account for beginning of year attrition, the total number of students we aim to have enrolled by the FDOS (~109% of budget target).

Application Target: The total number of applications we need to reach our enrollment target (~2 applications for every 1 new enrollment).

Progress milestone 1:

50% of application target by lottery on March 13

OFF TRACK

RLS, RDP, RBM, RRS, & RFA stand out as improving applications by 10+ compared to last school year

School	25-26 Apps YTD	Last Year's January Apps	Difference
RMS	26	43	-17
RSSP	9	11	-2
RLS	36	19	+17
ROMO	70	62	+8
RDP	29	9	+20
RBM	61	49	+12
RSA	13	48	-35
RSK	79	93	-14
RFZ	47	56	-9
RRS	141	93	+48

School	25-26 Apps YTD	Last Year's January Apps	Difference
RRWC	19	11	+8
RFA	110	62	+48
RDL	64	69	-5
Region	704	625	+80

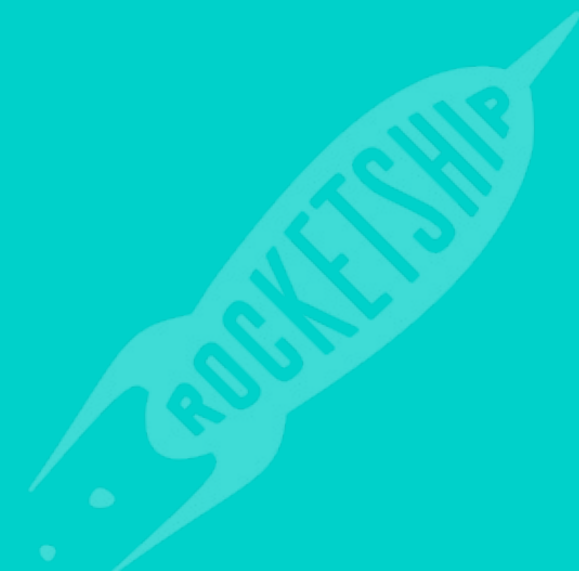
Root Causes for Improved Application #s:

- Increase in family Referrals
- Communicating academic gains from last year to this year
- High Fall Family satisfaction (high HV completion, increase in community engagement, & more)
- Heavy recruitment focus at East SJ & EB due to school consolidations/demographic analysis

We will continue to focus on recruitment and prep for the lottery announcement

Recruitment Strategy	Time Frame
18+ Preschool Outreach presentations before 3/18 <ul style="list-style-type: none">• 13/18 complete (8 in San Jose, 3 in Redwood City, 1 in Concord, 1 in Antioch)• 5 remaining focused on East Bay & East San Jose• 3 new preschools (Headstart Christopher, Educare Silicon Valley & East Palo Alto Family Connections) have opened the doors for RPS	Now till March 18th
Final push for family referrals (honing in on schools like RMS & RSA that have fewer applications)	Complete by end of March
Concord & Antioch school staff will support with recruitment efforts to ensure there's weekly community engagement	Now till end of May
Continue to prioritize school tour completion at all campuses to support with application awareness	Now till May
Our Lottery Announcement will happen on March 18th! Office managers will personally call and congratulate our newest Rocketeers	

CA Regional Achievement Update



We are on track for our best year of growth in reading and math post-pandemic

RSED Network MAP Fall to Winter & Spring Growth Summary Over Time					
		Mathematics		Reading	
2021-2022	Winter	43%	1.2	37%	1.1
	Spring	47%	1.2	47%	1.2
2022-2023	Winter	40%	1.1	38%	1.0
	Spring	44%	1.2	44%	1.2
2023-2024	Winter	41%	1.1	35%	1.0
	Spring	43%	1.2	43%	1.2
2024-2025	Winter	49%	1.3	43%	1.2

Key Strategic Activities	Prioritized Actions
<ul style="list-style-type: none"> • Small Group Instruction: Revise and implement instructional model for SGI in order to better personalize our instructional approach • Content Coaching: Refine and implement coaching core structures and tools for content module launches, itmc, DAMs and to accelerate teacher development • Rocketship Reads: Foster a deeper love of reading by defining and implementing core practices meaningful practice and access to text 	<ul style="list-style-type: none"> • Strengthen Data Informed Practices: Increasing clarity of student goals for progress monitoring, prioritizing end of unit and DIBELS progress monitoring data meetings • In-the-moment Data Collection and Response: Launch daily lesson-level data practices (targeted teaching tools, batched feedback, etc.)

We are on track for 1.3 years of growth in Math and 1.1 years of growth in Reading for Multilingual Learners

RSED Network MAP Fall to Winter & Spring Growth Summary Over Time					
		Mathematics		Reading	
2023-2024	Winter	40%	1.1	32%	1.0
	Spring	41%	1.2	40%	1.2
2024-2025	Winter	49%	1.3	38%	1.1

Prioritized Actions

- Continue focus on Integrated ELD strategies professional development for ML Leads and Teachers
- Increase frequency of co-coaching walkthroughs for Designated ELD
- Roll out Multilingual Specialist (Newcomer Support) pilot

We are on track to exceed our 23.24 reading and math growth for students with disabilities*

RSED Network MAP Fall to Winter & Spring Growth Summary Over Time					
		Mathematics		Reading	
2023-2024	Winter	37%	1.1	26%	0.9
	Spring	41%	1.2	33%	1.1
2024-2025	Winter	54%	1.5	40%	1.2

Prioritized
Actions

- Continue investing in Bridges co-coaching in STEM
- Continue investing in Really Great Reading Co-Coaching
- Increased Program Specialist and BCBA supports for focus campuses
- Formalize 25.26 regional leadership structure (Hire new Director; AD/PS implications)

*ISE Avg: 1.5 years of growth in Math; 1.2 years of growth in Reading

23-24 CA Dashboard Results Released in December

What it is	An online tool that shows how local educational agencies and schools are performing on state and local indicators that are included in California's school accountability system.
Why was the Dashboard created?	The Dashboard was created to give parents and the public a complete picture of what is happening in our schools and districts and to identify those that need extra support.
What are the state indicators?	<ul style="list-style-type: none">● Academic (reported separately for English language arts/literacy [ELA] and mathematics assessments)● English Learner Progress● Chronic Absenteeism● Graduation Rate● Suspension Rate● College/Career



CA Regional Achievement Update

CA 25.26 Renewal Achievement Update



Rocketship Delta Prep outperforms local district in 5 out of 5 CA Dashboard performance indicators

Lowest
Performance



Highest
Performance

	22-23 CA Dashboard RDL	23-24 CA Dashboard RDL	23-24 CA Dashboard Antioch Unified
Chronic Absenteeism	Level 1	Level 3	Level 2
Suspension Rate	Level 4	Level 3	Level 2
English Learning Progress	Level 3	Level 4	Level 2
English Language Arts	Level 2	Level 3	Level 2
Math	Level 2	Level 3	Level 1



Rocketship Delta Prep projected to maintain medium performance in 24-25 at the mid-year point



	22-23 CA Dashboard RDL	23-24 CA Dashboard RDL	Internal Projection for 24-25 RDL
Chronic Absenteeism			-15.3 improvement from 23.24
Suspension Rate			-0.8 decrease from 23.24
English Learning Progress			-0.7 decrease from 23.24
English Language Arts			8.1 increase from 23.24
Math			12.8 increase from 23.24

- Reorganized school leader coaching assignments to enhance specialization
- Strengthening progress monitoring structures in G2-G4



Rocketship Spark Academy outperforms local district in 4 out of 5 CA Dashboard performance indicators

Lowest
Performance



Highest
Performance

	22-23 CA Dashboard RSK	23-24 CA Dashboard RSK	23-24 CA Dashboard Franklin-McKinley
Chronic Absenteeism	Level 3	Level 3	Level 3
Suspension Rate	Level 5	Level 5	Level 4
English Learning Progress	Level 1	Level 5	Level 1
English Language Arts	Level 5	Level 4	Level 2
Math	Level 5	Level 4	Level 2



Rocketship Spark Academy projecting to maintain performance among majority of indicators. Increased focus on ELA in 2nd semester.



	22-23 CA Dashboard RSK	23-24 CA Dashboard RSK	Internal Projection for 24-25 RSK
Chronic Absenteeism			-8.3 change from 23-24
Suspension Rate			Maintaining 0 suspensions
English Learning Progress			-4.8 change from 23-24
English Language Arts			-5.3 change from 23-24
Math			Maintained based on Winter NWEA

- Refocusing coaching focus for small group instruction for students at or near 67th percentile in G4 HUM
 - Note: All other bands in G3-G5 at or above 1.25 years of growth



Deep dive into Chronic Absenteeism 24-25 Projections

Lowest
Performance



Highest
Performance

Chronic Absenteeism	Internal Projection for 24-25	24-25 Status Needed to Earn Yellow	Current Difference from Yellow Requirement	24-25 Status Needed to earn Green	Current Difference from Green Requirement
Rocketship Spark	14.9	20.2	-5.3	10	4.9
Rocketship Delta	26.4	38.7	-12.3	10	16.4

Note: To earn Green (Level 4) performance level or higher, 24-25 chronic absentee rate must be <10%

- Strengthen partnerships with organizations on curated list of community resources to better meet the increase in needs we are hearing from families
- Elevating ongoing collaboration structure to identify need and escalate supports for chronically absent or about to be chronically absent students



Deep dive into ELA 24-25 Projections



ELA	Internal Projection for 24-25	24-25 Status Needed to Earn Yellow	Current Difference from Yellow Requirement	24-25 Status Needed to earn Green	Current Difference from Green Requirement
Rocketship Spark	6.4	-5.0	+11.4	14.7	-8.3
Rocketship Delta	-35.8	-40.9	+5.1	-5.0	-30.8

- Increase regional tiered support (DoS and Achievement Manager)
 - RSK: Focus on Grade 4 HUM
 - RDL: Focus on G3 and G4 HUM (including onboarding of G4)

Deep dive into Math 24-25 Projections

Lowest
Performance



Very Low



Low



Medium



High



Very High

Highest
Performance

Math	Internal Projection for 24-25	24-25 Status Needed to Earn Yellow	Current Difference from Yellow Requirement	24-25 Status Needed to earn Green	Current Difference from Green Requirement
Rocketship Spark	10.9	-25.0	+35.9	0.0	+10.9
Rocketship Delta	-47.8	-57.6	+9.8	-25.0	-22.8

- Increase regional tiered support (DoS and Achievement Manager)
 - RSK: Content resource for G5 STEM (1.47 in HUM vs. 1.00 in STEM)
 - RDL: Focus on G3 and G4 STEM

Deep dive into ELPI 24-25 Projections

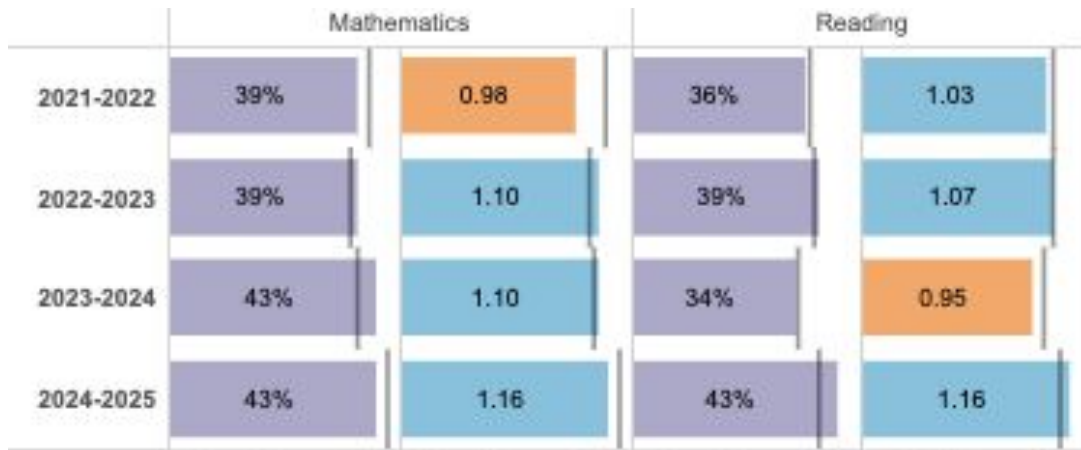


Math	Internal Projection for 24-25	24-25 Status Needed to Earn Yellow	Current Difference from Yellow Requirement	24-25 Status Needed to earn Green	Current Difference from Green Requirement
Rocketship Spark	65.3	45.0	+20.3	55.0	+10.3
Rocketship Delta	59.7	45.0	+14.7	55.0	+4.7

- Continue focus on Integrated ELD strategies professional development for ML Leads and Teachers
- Increase frequency of co-coaching walkthroughs for Designated ELD

Winter NWEA: Spark on track for most growth since 21-22

NWEA MAP Fall to Winter Growth Year Over Year



Continue:

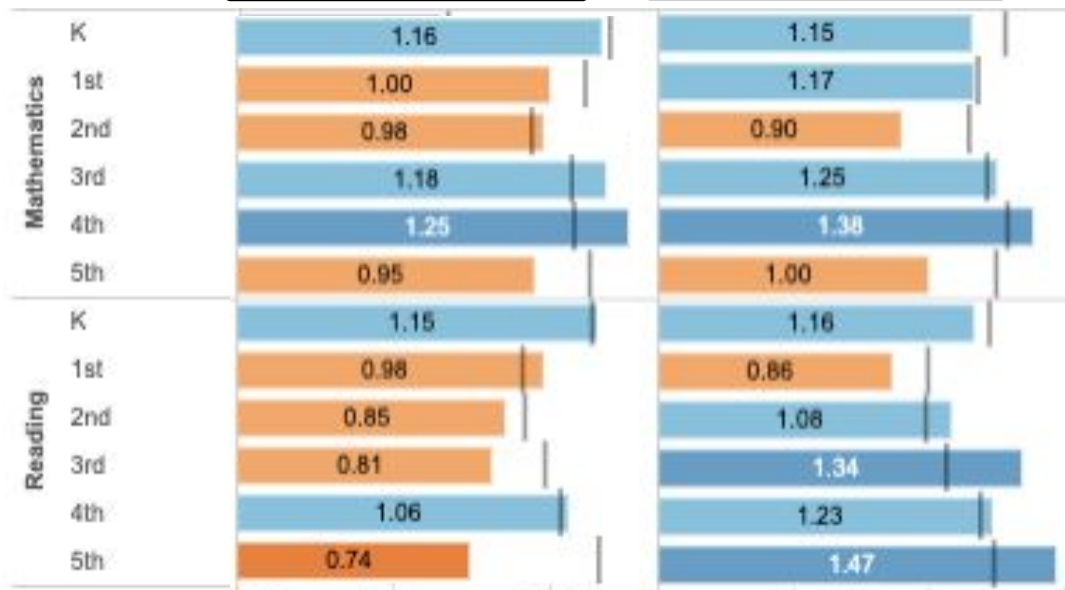
- Implementation of CKLA Integrated in G3-G5
- Elevated content coaching and progress monitoring structures

Adjustments:

- Escalating regional coaching supports for grade levels at or under 1 year of growth + G4
- Strengthening progress monitoring structures in K-1

23-24 NWEA MAP

24-25 NWEA MAP

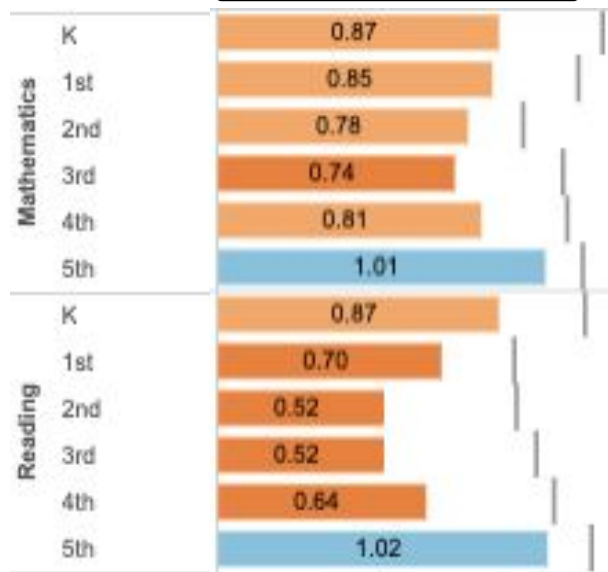


Winter NWEA: Delta on track for most growth since 21-22

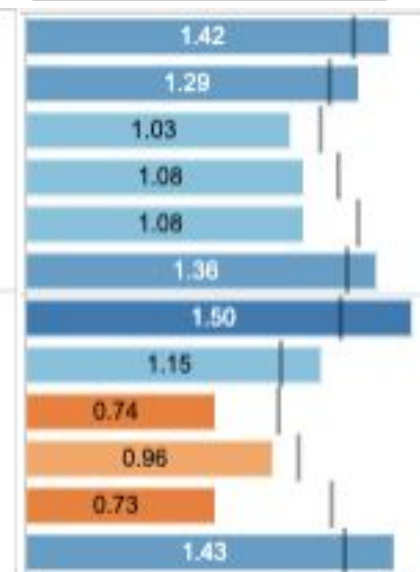
NWEA MAP Fall to Winter Growth Year Over Year



23-24 NWEA MAP



24-25 NWEA MAP



Continue:

- Consistency of student culture structures
- Implementing expanded small group instruction
- Increased regional tiered supports (DoS and Ach. Manager)

Adjustments:

- Reorganized coaching load
- Strengthening progress monitoring structures in G2-G4

Discussion

- What questions or reflections do you have about our achievement data?
- What feedback or questions do you have on our key refinements for this semester?
 - **Strengthen Data Informed Practices:** Increasing clarity of student goals for progress monitoring, prioritizing end of unit and DIBELS progress monitoring data meetings
 - **In-the-moment Data Collection and Response:** Launch daily lesson-level data practices (targeted teaching tools, batched feedback, etc.)
- What feedback or questions do you have on our Rocketship Delta Prep or Rocketship Spark strategy?



Talent Update



Current 24-25 Hiring Needs

Total Vacancies	Principal	AP	Teacher	ISE Specialist	Hourly Instruct	Para	Hourly Ops
17	0	0	3	2	3	7	2

Key Updates

- Exploring kicking off a teacher residency pilot in 25-26 as an alternative pipeline to teaching
- Internal teacher transfer stipend pilot to Rocketship Delta Prep
- Continued efforts to develop internal talent pipeline through development pathways (ie Rising Leaders, Aspiring Principals)

YoY Projected Retention - All School Staff (Teachers, Ops, Instructional Support)

	SB		EB	
	23-24	23-24	23-24	23-24
% Returning	72%	77%	74%	75%
% Maybe	27%	22%	26%	23%
% Not Returning	1%	1%	0%	2%
Projected Retention	71%	73%	72%	71%



- Projected Retention increase in **South Bay**

YoY Projected Retention - Teachers (Gen Ed & ISE)

	SB		EB	
	23-24	24-25	23-24	24-25
% Returning	67%	74%	71%	69%
% Maybe	32%	25%	29%	26%
% Not Returning	2%	2%	0%	5%
<i>Projected Retention</i>	69% →	71%	71% →	68%

- Increase in **South Bay**

Considerations for Returning by Region (All Roles)

Next Year Considerations - "Not Returning" and "Maybe Returning"		
Consideration for Returning	SB	EB
Current grade level or subject assignment	16%	19%
I desire a different role within Rocketship	20%	24%
I would prefer a different campus placement	3%	5%
Family or life circumstances outside of Rocketship	31%	33%
Fit with culture or approach	15%	24%
Continuing education/graduate school	26%	38%
Compensation	64%	29%
Benefits (e.g., health plans, 403(b) plan and match, etc.)	17%	5%
Commute is too long	5%	0%
Credentialing requirements	17%	33%

Note: respondents can select multiple options.

Considerations for Returning by Region (All Roles)

Top 3 Considerations for Returning for Each Region (Not Returning & Maybe Returning)

SB

1. Compensation
2. Family/Life Circumstances
3. Continuing education/graduate school

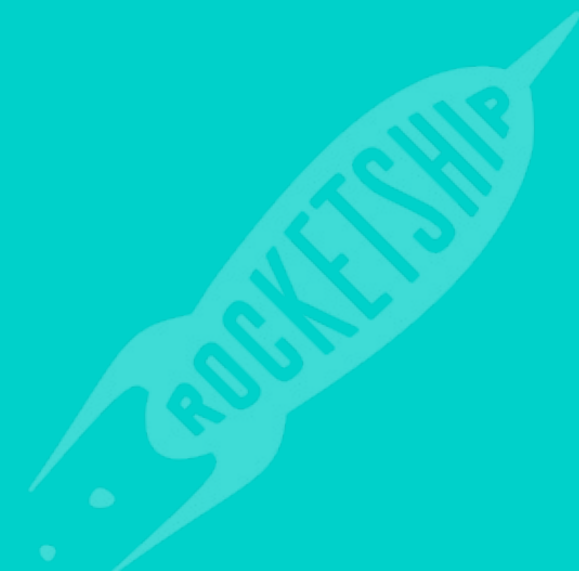
EB

1. Continuing education/graduate school
2. Credentialing Requirements
3. Family/Life Circumstances

Next Steps

- School specific results shared with school leadership teams in January
- School leader follow up and retention planning:
 - Partnership with HRBPs to debrief and review retention resources/stay conversations
 - School Leaders engaging in stay conversations with staff they seek to retain
 - School Leaders using 1:1s to have follow up conversations with staff who did not respond

Staff Satisfaction Survey Update



Staff Experience and DEI Survey Question Overview

Organizational Culture

*Passion and commitment to Rocketship's mission
Recommend Rocketship as a great place to work
Experience in career development, enablement,
and retention planning*

Team Culture

*Enjoyment of day-to-day work
Connection to work and team
Feelings of recognition and effectiveness of
communication systems*

DEI Strategy & Experience

*Awareness of and impact of Rocketship's DEI
strategy
Individual experiences with DEI, bias, and
microaggressions at Rocketship
Culture awareness*

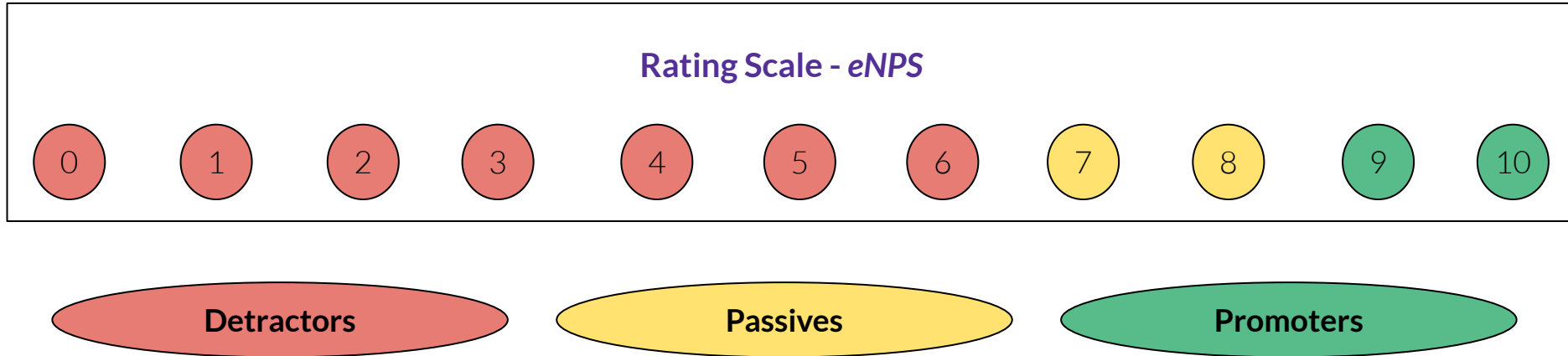
Organizational Priority

*22-23 organizational priority asked for additional
feedback on Rocketship's compensation and
benefits to inform planning for 23-24 and beyond.*



Employee Net Promoter - Rating Scale Refresher

How likely is it that you would recommend Rocketship Public Schools as a great place to work?



% of promoters (9-10 score) - % of detractors (0-6 score) = NPS score



CA Schools' eNPS increases 0.5 points

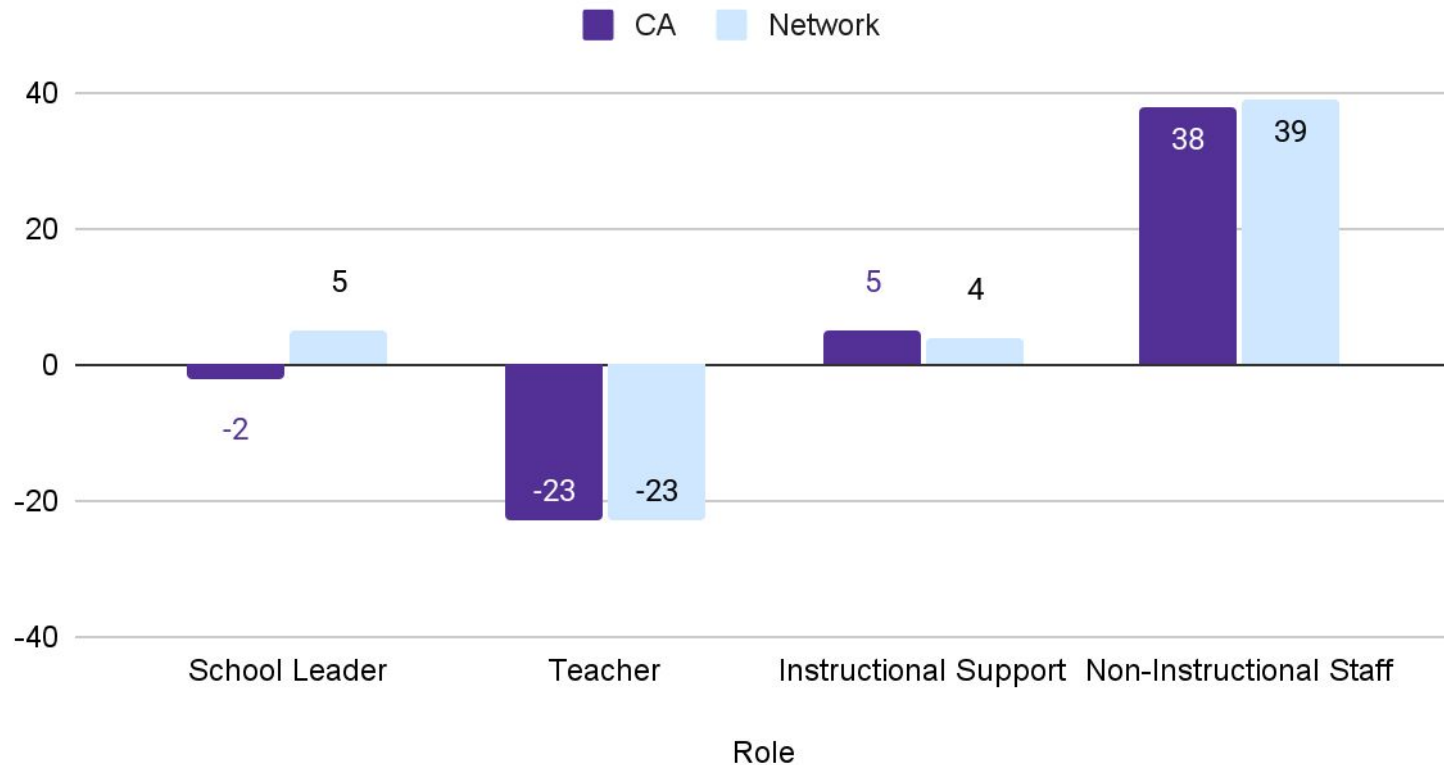
- CA schools' eNPS was -2, up from -2.5 in 23-24.
- The CA goal for eNPS for 24-25 was 6. Neither CA schools nor the network met their eNPS target.

	23-24 / Year 1	24-25 / Year 2	Year 2 Goal	Status	Year-5 Goal
Network	0	2	7.5	Not Met	30
CA Schools	-2.5	-2	6	Not Met	30



eNPS varies by role. CA **Teachers** had the lowest eNPS (-23) while **non-instructional staff (Ops)** had the highest (38).

eNPS by Job Family (Schools)



eNPS Drivers: Compared to the network, CA RPS staff find their work **more developmental and meaningful** and are **more inspired by the mission**.

Strengths

Learning

8.2

0.2 above True Benchmark® 8.0

My job enables me to learn and develop new skills.



Meaningful Work

9.1

0.1 above True Benchmark® 9.0

The work I do is meaningful to me.

Quality

8.1

0.1 above True Benchmark® 8.0

My colleagues collaborate well to deliver quality outcomes.

Focus Areas

Flexibility

6.5

0.5 below True Benchmark® 7.0

I'm satisfied with the amount of flexibility I have in my work schedule.



DEI Drivers: Compared to the network, CA RPS staff rated *all* DEI drivers more favorably. Particular strengths were in **sense of belonging, confidence that discrimination will not occur, fairness opportunities and responsiveness.**

Strengths

Belonging **8.0**
0.1 above Rocketship Public Schools (7.9)

I feel a sense of belonging at Rocketship Public Schools.

Responsiveness **8.2**
0.1 above Rocketship Public Schools (8.1)

I believe Rocketship Public Schools would respond appropriately to instances of discrimination.

 **Non-discrimination** **8.4**
0.1 above Rocketship Public Schools (8.3)

I'm confident I won't be discriminated against at Rocketship Public Schools.

Fair opportunities **8.3**
0.1 above Rocketship Public Schools (8.2)

People of all backgrounds have the same opportunities at Rocketship Public Schools.

Next Steps

- Schools team reviewing school survey data and developing a plan to target key focus areas at schools with lowest eNPS
- CA executive team incorporating feedback into our 25-26 annual planning priorities and strategic activities
- CA executive team and schools team reviewing qualitative data from open response questions to assess for key trends in the area of flexibility

Local Control and Accountability Plan (LCAP) Mid Year Update



Agenda

1. Requirements Overview
2. Updated Budget Overview for Parents Information
3. 2024-25 Progress towards LCAP Goals
 - Expenditures
 - Actions
 - Outcomes
4. Educational Partner Input
5. Appendix

Local Control Accountability Plan (LCAP)

Local Control Accountability Plan (LCAP)

LCAP as SPSA

Charter schools may use the LCAP to also serve as the School Plan for Student Achievement (SPSA) to describe how federal funds will be used to increase student achievement.

LCAP Components 2024-25

Mid-Year Annual LCAP Update

LCAP

Board Presentation

- Update on Budget Overview for Parents
- Currently available LCAP Outcomes
- LCAP Financial Expenditures YTD
- LCAP Actions Implementation Update

2024

- Budget Overview for Parents
- 2024-25 Annual Update Actions and Expenditures
- Highlights, Identified Needs, Education Partner Engagement
- 2025-26 Goals, Outcomes, Actions, Expenditures
- Increased and Improved Services Requirement

Updated Budget Overview for Parents

A concise summary of
revenues and
expenditures for prior
and upcoming year.

CA Schools Update Forecast Overview

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$86,504,129	\$80,584,586	(\$5,919,543)
LCFF Supplemental & Concentration Grants	\$18,159,399	\$16,814,588	(\$1,344,811)
All Other State Funds	\$40,857,262	\$40,886,058	\$28,797
All Local Funds	\$14,985	\$217,081	\$202,096
All Federal Funds	\$7,736,640	\$11,189,516	\$3,452,876
Total Projected Revenue	\$135,113,016	\$132,877,242	(\$2,235,774)
Expenses			
Total General Fund Expenses	\$131,318,000	\$129,947,914	(\$1,370,086)
Enrollment	6,658	6,157	(501)
ADA	6,180	5,766	(414)

LCFF Increased/Improved Services for English Learners, Low Income, and Foster/Homeless Youth

- Personalized Learning
- Rocketship Reads
- Professional Development
- Data Driven Instruction
- Coaching
- Operations Staffing and Development
- Enrichment
- Field Trips
- Family Outreach



2024-25 Mid-Year LCAP Update

Update on progress
towards implementation of
planned actions and
progress towards meeting
our goals.

LCAP Goals

1	Improve Rocketeers' proficiency in key content areas, overall and for key subgroups.
2	Rocketeers will be taught by highly qualified teachers and educators with robust training and development on common core standards aligned curriculum.
3	School environment will be safe, welcoming, joyful, and efficient for all students and families.
4	Rocketship students will have access to opportunities that support them to become well-rounded, self motivated, engaged community members.
5	Rocketship families are engaged in their students' education and advocate for their communities.

Goal 1 Implementation—All Schools

Action #	Action Title	Contributing to Increased/Improved Services?	Implementation Status-- All Schools
1.1	Personalized Learning	Y	In Progress
1.2	Special Education Supports	N	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads	Y	In Progress

Goal 1 Implementation Notes

<p>1.1 Personalized Learning</p>	<p>Successes: We are looking forward to continuing the growth we saw in Year 1 of implementation of the Humanities Intervention curriculum. Last year, groups taught by tutors had 73% of students making growth. The strong tutor retention in most schools allowed us to continue this momentum into this school year. In addition, we are continuing to partner with a number of research studies and pilots to elevate the impact of our high dosage tutoring. These include an in-person tutoring study with the University of Chicago/Bay Area Tutoring Association at Fuerza and Si Se Puede, and virtual tutoring pilots at Delta, Redwood City, and Alma.</p>
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Goal 2 Implementation—All Schools

Action #	Action Title	Contributing to Increased/Improved Services?	Implementation Status-- All Schools
2.1	High quality, research-based curriculum	N	In Progress
2.2	Professional Development	Y	In Progress
2.3	Data Driven Instructional Practices	Y	In Progress
2.4	Instructional Coaching	Y	In Progress
2.5	Teacher Credentialing	N	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress

Goal 2 Implementation Notes

2.3 Data Driven Instructional Practices	Successes: Building on efforts last year with new curriculum, we are refining our use of curriculum and responding more effectively to the available data--for example, looking at data by region and finding regional trends that all schools can address with aligned resources.
2.5 Teacher Credentialing	Successes: One stand-out success is that starting this school year we have worked with Reach to minimize the annual out of packet tuition from \$13,500 to \$900 for Rocketship Participants. Furthermore, Rocketship continues to contribute \$2000 to all staff enrolled in an Intern Program and \$8000 for staff enrolled in Induction on an annual basis.

Goal 3 Implementation—All Schools

Action #	Action Title	Contributing to Increased/Improved Services?	Implementation Status-- All Schools
3.1	Operations Staffing & Development	Y	In Progress
3.2	Facilities Maintenance	N	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress

Goal 3 Implementation Notes

<p>3.1 Operations Staffing & Development</p>	<p>Successes:</p> <p>Overall Strong Operations Retention, especially in leadership = 12/13 Returning Business Operations Managers, our Ops Leaders</p> <ul style="list-style-type: none">-Expansion in Regional Operations Leadership with the hiring of an additional Regional Associate Director of Operations-Business Operations Managers participate in Weekly and Monthly Professional Development-Operations Specialists participate and receive monthly Professional Development, ongoing coaching, and 7 were selected to participate in Operations Rising Leaders
<p>3.2 Facilities Maintenance</p>	<p>Successes:</p> <ul style="list-style-type: none">-Completed over 1 million dollars of investment through Capital Improvement Plans, including: interior paint, turf replacement, and look and feel projects like flooring improved over the summer --Completed 1 Major Capital Improvement this Fall-Increased Ongoing Regional Facilities Maintenance capacity by increasing team from 1 to 3 Facilities Maintenance Techs over the past year-Improved Front Office entry security and safety to bring 12/13, and 100% of fully owned RPS facilities - controlled access doors and fob systems

Goal 3 Implementation Notes, continued

3.3 Safety Training	<p>Successes:</p> <ul style="list-style-type: none">-Conducted initial yearly safety training during Summer Professional Learning-Completed and Logged Monthly Emergency Safety drills: Earthquake, fire evacuation, and lockdown and shared feedback with staff to improve for the future-Conducted and completed weekly safety inspections with an average of 92%
3.4 School-wide Operational Systems & Routines	<p>Successes:</p> <ul style="list-style-type: none">-Surveyed Families reported a 1% increase from 89% to 90% feeling safe and their students are safe on campus-Surveyed Families reported a 4% increase from 82% to 86% having an efficient and safe arrival experience-Surveyed Families reported a 2% increase from 85% to 87% having an efficient and safe dismissal experience

Goal 4 Implementation—All Schools

Action #	Action Title	Contributing to Increased/Improved Services?	Implementation Status-- All Schools
4.1	Enrichment	Y	In Progress
4.2	Outdoor Education and Community Experiences	Y	In Progress
4.3	Social Emotional Learning	N	In Progress
4.4	Care Corps	N	In Progress

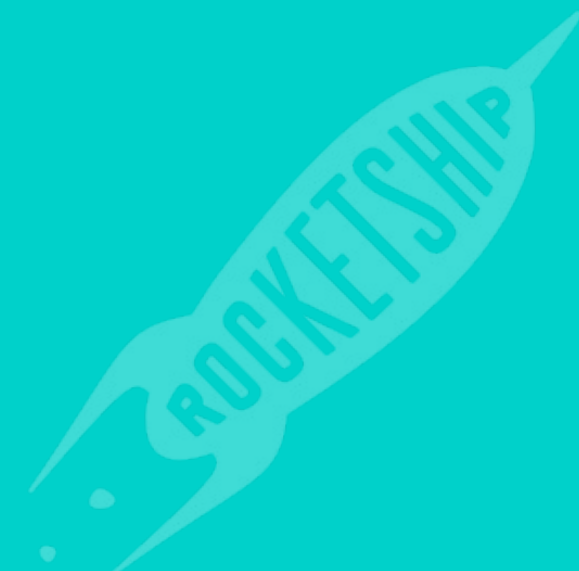
Goal 4 Implementation Notes

4.1 Enrichment	<p>Success:</p> <p>The new Creative Arts/STEAM position has brought a new Enrichment to 8 of our campuses! We are partnering with HelloWorld CS, which is a virtual reality and coding program. Enrichment teachers receive direct training and monthly support from HelloWorld staff which has led to strong implementation, especially at ROMO and RBM.</p> <p>Challenge:</p> <p>Two schools are still unstaffed for Science (RSSP and RRWC).</p>
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Goal 5 Implementation Notes

<p>5.1 Family Engagement</p>	<p>Challenge: We saw the biggest decline in enrollment this year across all CA schools (all except RFA and RRS). We responded by adjusting budget and school model. A couple of schools had to change their model from 3 cohort to 2R classroom cohort. We were able to eliminate some lower priority goods and services to adapt the budgets and now we are on track with budget and healthy enrollment.</p> <p>Success: We had a strong start of the school year. First 30 days survey showed that orientation was meaningful and impactful for families. This had been a focus of our summer work, a focus on strong orientation turnout. We achieved a 90% average. For our 3 schools up for renewal, we had unanimous yes votes across the board. We had wonderful family involvement in the process.</p>
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Update on LCAP Metrics—available data



Goal 1 Metrics Updates

	CAASPP ELA Actual (SY 22-23)	CAASPP ELA Expected	CAASPP ELA Actual (SY 23-24)	Met?	CAASPP Math Actual (SY 22-23)	CAASPP Math Expected	CAASPP Math Actual (SY 23-24)	Met?	CAST (Science) Actual (SY 23-24)
RBM	47%	52%	47%	FALSE	41%	44%	50%	TRUE	29%
RSA	43%	48%	37%	FALSE	45%	48%	38%	FALSE	20%
RDL	35%	40%	35%	FALSE	24%	27%	26%	FALSE	21%
RDP	34%	39%	41%	TRUE	31%	34%	40%	TRUE	25%
RFZ	39%	44%	44%	TRUE	32%	35%	40%	TRUE	24%
RFA	44%	49%	43%	FALSE	37%	40%	46%	TRUE	27%
RLS	33%	38%	35%	FALSE	41%	44%	43%	FALSE	10%
RMS	40%	45%	44%	FALSE	43%	46%	42%	FALSE	21%
ROMO	55%	60%	56%	FALSE	60%	63%	65%	TRUE	27%
RRWC	27%	32%	19%	FALSE	29%	32%	26%	FALSE	4%
RRS	65%	70%	59%	FALSE	65%	68%	64%	FALSE	n/a
RSSP	33%	38%	31%	FALSE	27%	30%	28%	FALSE	17%
RSK	59%	64%	52%	FALSE	60%	63%	60%	FALSE	30%

Goal 1 Metrics Updates, Continued

	NWEA Math Growth Years Expected	NWEA Math Growth Years Actual : K-2 (EOY 23-24)	Met??	NWEA Reading Growth Years Expected	NWEA Reading Growth Years Actual: K-2 (EOY 23-24)	Met??	ELPI Expected	ELPI Actual (\$Y 23-24 - Estimate)	Met?	EL Reclassification Rate Expected	EL Reclassification Rate Actual (\$Y 23-24)	Met?
RBM	1.2	1.24	TRUE	1.2	1.11	FALSE	55%	42%	FALSE	15%	11.5%	FALSE
RSA	1.2	1.07	FALSE	1.2	1.06	FALSE	55%	59%	TRUE	15%	3.7%	FALSE
RDL	1.2	1.05	FALSE	1.2	0.8	FALSE	55%	60%	TRUE	15%	3.2%	FALSE
RDP	1.2	1.28	TRUE	1.2	1.26	TRUE	55%	52%	FALSE	15%	5.4%	FALSE
RFZ	1.2	1.07	FALSE	1.2	1.06	FALSE	55%	54%	FALSE	15%	2.7%	FALSE
RFA	1.2	1.4	TRUE	1.2	1.21	TRUE	55%	61%	TRUE	15%	6.4%	FALSE
RLS	1.2	1.21	TRUE	1.2	1.06	FALSE	55%	47%	FALSE	15%	5.4%	FALSE
RMS	1.2	1.12	FALSE	1.2	1.11	FALSE	55%	47%	FALSE	15%	6.7%	FALSE
ROMO	1.2	1.47	TRUE	1.2	1.44	TRUE	55%	57%	TRUE	15%	8.5%	FALSE
RRWC	1.2	1.07	FALSE	1.2	0.96	FALSE	55%	11%	FALSE	15%	2.3%	FALSE
RRS	1.2	1.1	FALSE	1.2	1.11	FALSE	55%	73%	TRUE	15%	12.8%	FALSE
RSSP	1.2	1.22	TRUE	1.2	0.96	FALSE	55%	50%	FALSE	15%	3.8%	FALSE
RSK	1.2	1.2	TRUE	1.2	1.12	FALSE	55%	70%	TRUE	15%	2.0%	FALSE

Goal 2 Metrics Updates

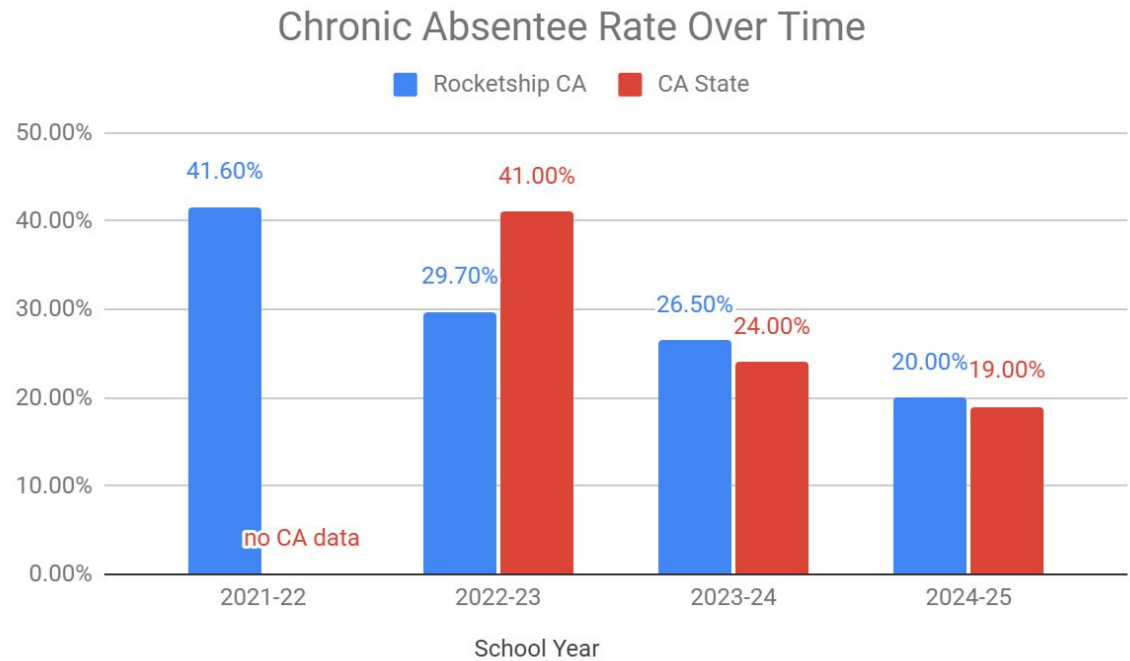
	Student Access to Materials Expected	Student Access to Materials Actual	Met?	Teachers Credentialed Expected	Teachers Credentialed Actual	Met?	Standards Implemented Expected	Standards Implemented Actual	Met?
RBM	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RSA	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RDL	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RDP	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RFZ	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RFA	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RLS	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RMS	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
ROMO	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RRWC	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RRS	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RSSP	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE
RSK	100%	100%	TRUE	100%	100%	TRUE	100%	100%	TRUE

Goal 3 Metrics Updates

	Facilities in Good Repair Expected	Facilities in Good Repair Actual	Met?	Student Safety Expected	Student Safety Actual (FINAL 23-24)	Met?	Parent Safety Expected	Parent Safety Actual (FINAL 22-23)	Met?
RBM	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RSA	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RDL	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RDP	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RFZ	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RFA	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RLS	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RMS	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
ROMO	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RRWC	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RRS	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RS SP	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD
RSK	100%	100%	TRUE	75%	NO DATA	TBD	85%	NO DATA	TBD

Goal 4 Chronic Absence Rate

	Chronic Absenteeism Expected	Chronic Absenteeism Actual (As of 11/8/24)	Met?
RBM	10%	15.4%	FALSE
RSA	10%	22.1%	FALSE
RDL	10%	30.1%	FALSE
RDP	10%	19.8%	FALSE
RFZ	10%	22.6%	FALSE
RFA	10%	19.0%	FALSE
RLS	10%	23.2%	FALSE
RMS	10%	22.5%	FALSE
ROMO	8%	7.6%	TRUE
RRWC	10%	24.4%	FALSE
RRS	10%	18.0%	FALSE
RSSP	10%	23.2%	FALSE
RSK	10%	17.4%	FALSE



Goal 5 Metrics Updates

	Parent Involvement Expected	Parent Involvement Actual (As of 11/8/24)	Met?	Home Visits Completed % Expected	Home Visits Completed Actual (as of 11/8/24)	Met?	Parent Satisfaction Expected	Parent Satisfaction Actual (BOY 24-25)	Met?
RBM	76%	81%	TRUE	95%	91%	FALSE	88%	87%	FALSE
RSA	90%	56%	FALSE	95%	79%	FALSE	90%	85%	FALSE
RDL	61%	50%	FALSE	95%	92%	FALSE	80%	68%	FALSE
RDP	84%	84%	TRUE	95%	100%	TRUE	85%	91%	TRUE
RFZ	84%	68%	FALSE	95%	93%	FALSE	88%	82%	FALSE
RFA	90%	84%	FALSE	95%	97%	TRUE	90%	84%	FALSE
RLS	90%	73%	FALSE	95%	76%	FALSE	90%	85%	FALSE
RMS	90%	55%	FALSE	95%	70%	FALSE	90%	87%	FALSE
ROMO	84%	87%	TRUE	95%	91%	FALSE	90%	84%	FALSE
RRWC	90%	83%	FALSE	95%	96%	TRUE	89%	76%	FALSE
RRS	90%	71%	FALSE	95%	94%	FALSE	89%	87%	FALSE
RSSP	60%	65%	TRUE	95%	99%	TRUE	84%	89%	TRUE
RSK	90%	97%	TRUE	95%	65%	FALSE	90%	85%	FALSE

Focus areas for input

1. Strengths
2. Needs
3. Suggestions

Input

Your input is a critical part of the LCAP process.

We welcome any observations, suggestions or needs that will support and help us meet our LCAP goals.

We welcome the input of our families, students, staff and members of the public. Written comments may be submitted by emailing compliance@rsed.org.

Adjourn



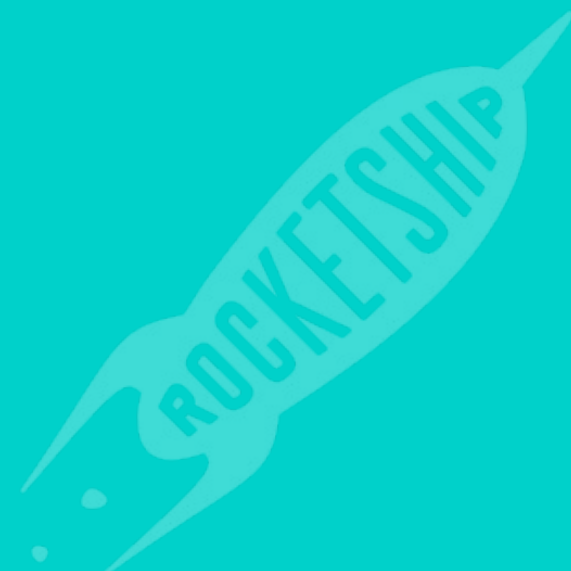
LCAP Appendix





School-specific Updates

Rocketship Alma Academy



RSA Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$6,613,287	\$6,438,189	(\$175,098)
LCFF Supplemental & Concentration Grants	\$959,417	\$932,710	(\$26,707)
All Other State Funds	\$3,184,779	\$3,291,386	\$106,608
All Local Funds	\$0	\$0	\$0
All Federal Funds	\$653,414	\$991,576	\$338,162
Total Projected Revenue	\$10,451,480	\$10,721,151	\$269,672
Expenses			
Total General Fund Expenses	\$10,166,000	\$10,368,457	\$202,457
Enrollment	550	535	(15)
ADA	512	498	(14)



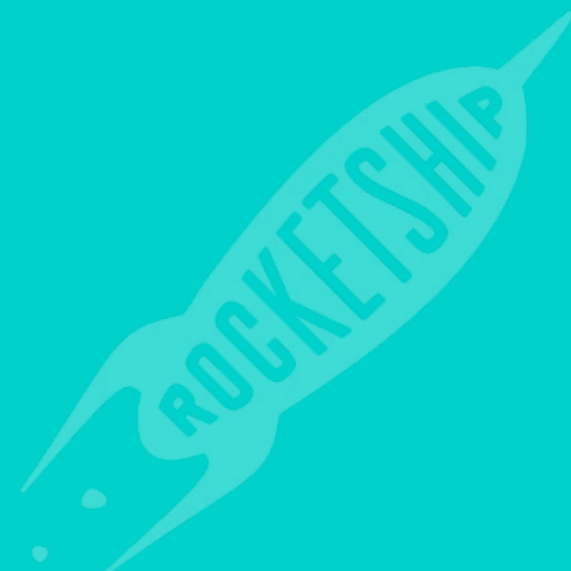
RSA Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 527,513	\$ 134,101
1	2	Special Education Supports	No	\$ 499,577	\$ 122,436
1	3	Services to Support Multilingual Students	No	\$ 39,026	\$ 8,749
1	4	Rocketship Reads	Yes	\$ 116,978	\$ 52,130
2	1	High quality, research-based curriculum	No	\$ 35,815	\$ 19,520
2	2	Professional Development	Yes	\$ 239,827	\$ 70,212
2	3	Data Driven Instructional Practices	Yes	\$ 72,247	\$ 15,913
2	4	Instructional Coaching	Yes	\$ 211,642	\$ 78,815
2	5	Teacher Credentialing	No	\$ 40,986	\$ 104
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 464,840	\$ 137,683
3	2	Facilities Maintenance	No	\$ 300,123	\$ 76,009
3	3	Safety Training	No	\$ 13,117	\$ 1,954
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 243,640	\$ 55,003
4	2	Outdoor Education and Community	Yes	\$ 51,985	\$ 15,000
4	3	Social Emotional Learning	Yes	\$ 149,844	\$ 35,876
4	4	Care Corps	No	\$ 78,791	\$ 29,349
5	1	Family Engagement	Yes	\$ 115,547	\$ 28,750
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 62,089	\$ 15,986
5	4	Los Dichos	No	\$ 18,527	\$ 5,427
5	5	Attendance Initiatives	No	\$ 55,138	\$ 4,796

RSA Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Brilliant Minds



RBM Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$7,229,547	\$6,939,394	(\$290,153)
LCFF Supplemental & Concentration Grants	\$1,852,502	\$1,781,974	(\$70,528)
All Other State Funds	\$3,642,451	\$3,646,667	\$4,216
All Local Funds	\$461	\$27,923	\$27,462
All Federal Funds	\$721,490	\$1,028,298	\$306,808
Total Projected Revenue	\$11,593,949	\$11,642,282	\$48,332
Expenses			
Total General Fund Expenses	\$11,302,000	\$10,835,503	(\$466,497)
Enrollment	520	495	(25)
ADA	484	466	(18)



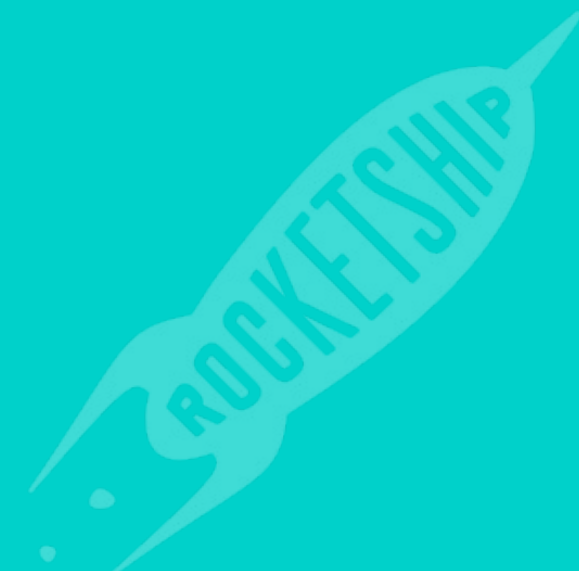
RBM Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 570,941	\$ 147,261
1	2	Special Education Supports	No	\$ 425,171	\$ 119,655
1	3	Services to Support Multilingual Students	No	\$ 37,412	\$ 8,590
1	4	Rocketship Reads	Yes	\$ 101,497	\$ 57,592
2	1	High quality, research-based curriculum	No	\$ 40,481	\$ 26,040
2	2	Professional Development	Yes	\$ 253,672	\$ 66,177
2	3	Data Driven Instructional Practices	Yes	\$ 74,110	\$ 19,042
2	4	Instructional Coaching	Yes	\$ 214,026	\$ 41,359
2	5	Teacher Credentialing	No	\$ 36,986	\$ 870
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 465,438	\$ 94,301
3	2	Facilities Maintenance	No	\$ 288,124	\$ 65,392
3	3	Safety Training	No	\$ 13,668	\$ 1,883
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 245,964	\$ 30,166
4	2	Outdoor Education and Community	Yes	\$ 60,178	\$ 10,564
4	3	Social Emotional Learning	Yes	\$ 137,849	\$ 33,950
4	4	Care Corps	No	\$ 78,791	\$ 27,773
5	1	Family Engagement	Yes	\$ 114,456	\$ 28,997
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 48,100	\$ 12,510
5	4	Los Dichos	No	\$ 18,527	\$ 5,135
5	5	Attendance Initiatives	No	\$ 42,828	\$ 3,753

RBM Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Delta Prep



RDL Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$8,225,008	\$7,189,987	(\$1,035,021)
LCFF Supplemental & Concentration Grants	\$1,853,377	\$1,630,186	(\$223,191)
All Other State Funds	\$3,493,547	\$3,369,503	(\$124,044)
All Local Funds	\$1,531	\$6,231	\$4,699
All Federal Funds	\$612,116	\$903,533	\$291,417
Total Projected Revenue	\$12,332,202	\$11,469,254	(\$862,948)
Expenses			
Total General Fund Expenses	\$12,070,000	\$11,025,942	(\$1,044,058)
Enrollment	620	541	(79)
ADA	565	497	(68)



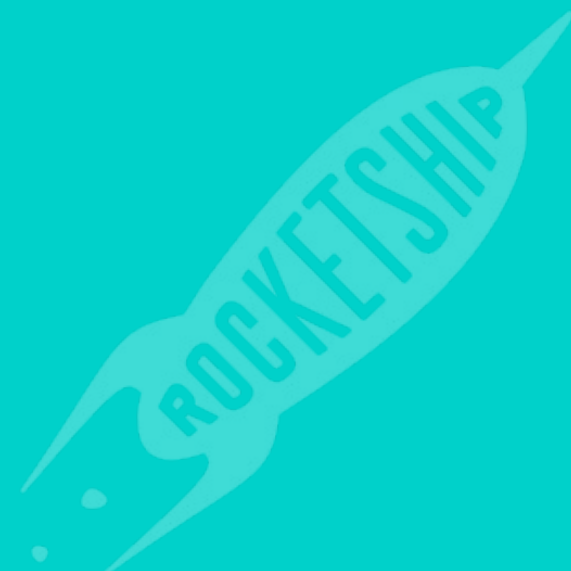
RDL Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 914,434	\$ 187,933
1	2	Special Education Supports	No	\$ 592,740	\$ 183,595
1	3	Services to Support Multilingual Students	No	\$ 39,453	\$ 9,454
1	4	Rocketship Reads	Yes	\$ 104,838	\$ 24,761
2	1	High quality, research-based curriculum	No	\$ 40,423	\$ 35,537
2	2	Professional Development	Yes	\$ 254,008	\$ 67,644
2	3	Data Driven Instructional Practices	Yes	\$ 89,257	\$ 14,119
2	4	Instructional Coaching	Yes	\$ 319,352	\$ 74,661
2	5	Teacher Credentialing	No	\$ 51,283	\$ 870
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 426,577	\$ 91,315
3	2	Facilities Maintenance	No	\$ 298,802	\$ 121,420
3	3	Safety Training	No	\$ 15,579	\$ 2,698
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 201,431	\$ 28,544
4	2	Outdoor Education and Community	Yes	\$ 51,920	\$ 14,056
4	3	Social Emotional Learning	Yes	\$ 168,910	\$ 40,457
4	4	Care Corps	No	\$ 78,791	\$ 33,096
5	1	Family Engagement	Yes	\$ 113,011	\$ 24,219
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 48,100	\$ 10,876
5	4	Los Dichos	No	\$ 18,527	\$ 6,119
5	5	Attendance Initiatives	No	\$ 42,828	\$ 3,263

RDL Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Discovery Prep



RDP Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$5,119,783	\$4,796,601	(\$323,182)
LCFF Supplemental & Concentration Grants	\$732,885	\$690,098	(\$42,787)
All Other State Funds	\$2,944,011	\$3,284,669	\$340,658
All Local Funds	\$0	\$0	\$0
All Federal Funds	\$561,418	\$810,826	\$249,408
Total Projected Revenue	\$8,625,213	\$8,892,096	\$266,884
Expenses			
Total General Fund Expenses	\$8,624,000	\$9,132,092	(\$508,092)
Enrollment	426	402	(24)
ADA	397	374	(23)



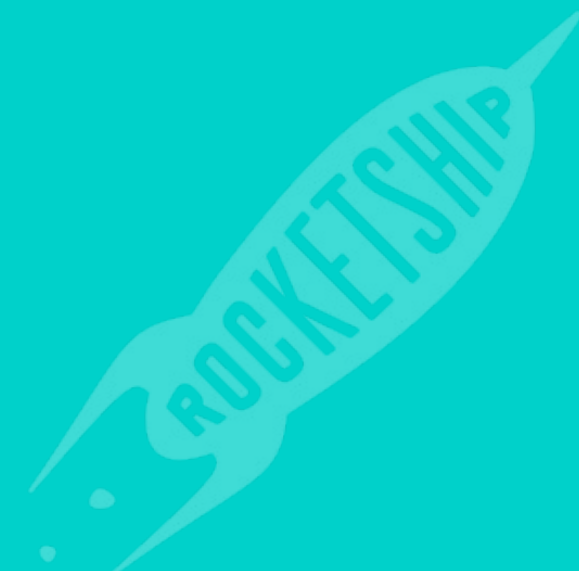
RDP Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 540,193	\$ 125,927
1	2	Special Education Supports	No	\$ 441,528	\$ 103,963
1	3	Services to Support Multilingual Students	No	\$ 34,577	\$ 7,613
1	4	Rocketship Reads	Yes	\$ 77,928	\$ 33,067
2	1	High quality, research-based curriculum	No	\$ 44,574	\$ 24,842
2	2	Professional Development	Yes	\$ 187,374	\$ 57,546
2	3	Data Driven Instructional Practices	Yes	\$ 64,910	\$ 12,200
2	4	Instructional Coaching	Yes	\$ 208,884	\$ 75,075
2	5	Teacher Credentialing	No	\$ 20,094	\$ 218
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 337,101	\$ 87,431
3	2	Facilities Maintenance	No	\$ 195,688	\$ 73,360
3	3	Safety Training	No	\$ 11,805	\$ 1,735
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 121,968	\$ 31,313
4	2	Outdoor Education and Community	Yes	\$ 58,090	\$ 9,199
4	3	Social Emotional Learning	Yes	\$ 116,057	\$ 27,785
4	4	Care Corps	No	\$ 78,791	\$ 22,729
5	1	Family Engagement	Yes	\$ 83,515	\$ 21,172
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 47,133	\$ 10,066
5	4	Los Dichos	No	\$ 18,527	\$ 4,203
5	5	Attendance Initiatives	No	\$ 41,977	\$ 3,020

RDP Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Fuerza Community Prep



RFZ Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$7,925,997	\$7,077,832	(\$848,165)
LCFF Supplemental & Concentration Grants	\$2,045,232	\$1,827,054	(\$218,178)
All Other State Funds	\$3,720,203	\$3,584,476	(\$135,726)
All Local Funds	\$399	\$352	(\$47)
All Federal Funds	\$699,304	\$998,730	\$299,426
Total Projected Revenue	\$12,345,903	\$11,661,390	(\$684,513)
Expenses			
Total General Fund Expenses	\$11,513,000	\$11,027,694	(\$485,306)
Enrollment	573	507	(66)
ADA	533	476	(57)



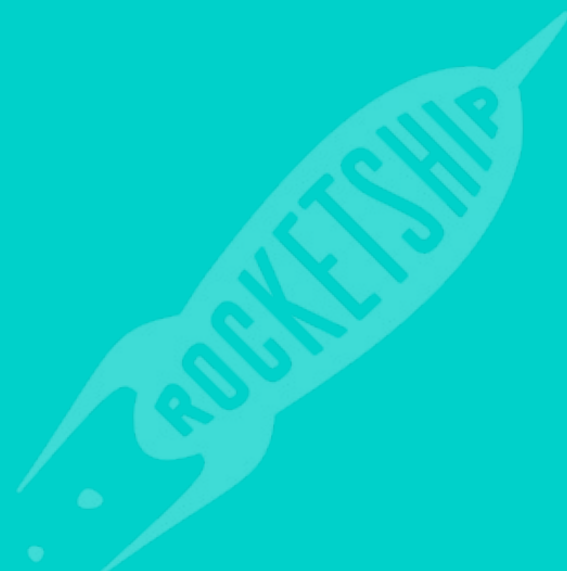
RFZ Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 779,243	\$ 172,132
1	2	Special Education Supports	No	\$ 545,640	\$ 211,711
1	3	Services to Support Multilingual Students	No	\$ 40,100	\$ 8,912
1	4	Rocketship Reads	Yes	\$ 92,983	\$ 65,220
2	1	High quality, research-based curriculum	No	\$ 45,635	\$ 18,516
2	2	Professional Development	Yes	\$ 228,654	\$ 57,210
2	3	Data Driven Instructional Practices	Yes	\$ 73,962	\$ 21,763
2	4	Instructional Coaching	Yes	\$ 206,876	\$ 68,307
2	5	Teacher Credentialing	No	\$ 51,675	\$ 218
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 589,063	\$ 163,770
3	2	Facilities Maintenance	No	\$ 258,068	\$ 77,986
3	3	Safety Training	No	\$ 13,765	\$ 1,646
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 235,186	\$ 60,415
4	2	Outdoor Education and Community	Yes	\$ 52,873	\$ 4,617
4	3	Social Emotional Learning	Yes	\$ 153,927	\$ 36,219
4	4	Care Corps	No	\$ 78,791	\$ 29,629
5	1	Family Engagement	Yes	\$ 105,654	\$ 27,006
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 53,970	\$ 8,593
5	4	Los Dichos	No	\$ 18,527	\$ 5,478
5	5	Attendance Initiatives	No	\$ 47,994	\$ 2,578

RFZ Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Futuro Academy



RFA Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$7,856,645	\$8,084,384	\$227,739
LCFF Supplemental & Concentration Grants	\$1,107,346	\$1,136,854	\$29,508
All Other State Funds	\$3,031,413	\$3,073,658	\$42,245
All Local Funds	\$1,176	\$1,189	\$13
All Federal Funds	\$673,556	\$1,061,921	\$388,365
Total Projected Revenue	\$11,562,791	\$12,221,153	\$658,362
Expenses			
Total General Fund Expenses	\$11,552,000	\$12,257,702	\$705,702
Enrollment	660	670	10
ADA	614	630	16



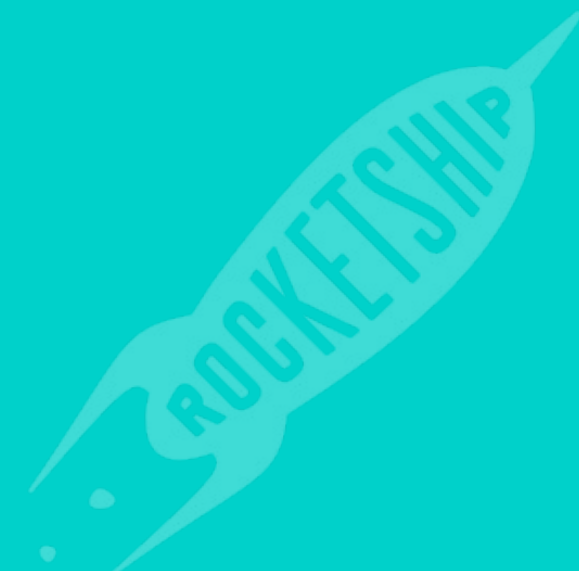
RFA Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 929,618	\$ 218,658
1	2	Special Education Supports	No	\$ 539,378	\$ 196,646
1	3	Services to Support Multilingual Students	No	\$ 43,380	\$ 9,856
1	4	Rocketship Reads	Yes	\$ 102,371	\$ 62,020
2	1	High quality, research-based curriculum	No	\$ 98,457	\$ 35,805
2	2	Professional Development	Yes	\$ 251,323	\$ 82,963
2	3	Data Driven Instructional Practices	Yes	\$ 91,138	\$ 18,619
2	4	Instructional Coaching	Yes	\$ 218,112	\$ 77,670
2	5	Teacher Credentialing	No	\$ 36,594	\$ 435
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 510,651	\$ 102,624
3	2	Facilities Maintenance	No	\$ 403,840	\$ 75,945
3	3	Safety Training	No	\$ 16,608	\$ 2,864
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 255,358	\$ 40,303
4	2	Outdoor Education and Community	Yes	\$ 80,000	\$ 18,032
4	3	Social Emotional Learning	Yes	\$ 179,809	\$ 43,068
4	4	Care Corps	No	\$ 78,791	\$ 35,232
5	1	Family Engagement	Yes	\$ 116,332	\$ 33,561
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 47,414	\$ 10,543
5	4	Los Dichos	No	\$ 18,527	\$ 6,514
5	5	Attendance Initiatives	No	\$ 42,224	\$ 3,163

RFA Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Los Sueños Academy



RLS Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$5,135,728	\$4,351,292	(\$784,436)
LCFF Supplemental & Concentration Grants	\$1,357,553	\$1,150,091	(\$207,462)
All Other State Funds	\$2,776,073	\$2,790,191	\$14,117
All Local Funds	\$930	\$18,748	\$17,817
All Federal Funds	\$479,641	\$736,402	\$256,761
Total Projected Revenue	\$8,392,373	\$7,896,632	(\$495,740)
Expenses			
Total General Fund Expenses	\$8,367,000	\$7,928,554	(\$438,446)
Enrollment	369	309	(60)
ADA	344	291	(53)



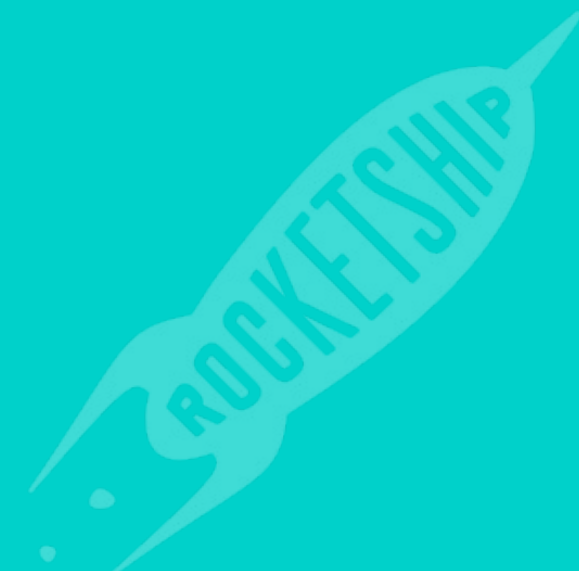
RLS Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 329,207	\$ 74,817
1	2	Special Education Supports	No	\$ 351,291	\$ 74,832
1	3	Services to Support Multilingual Students	No	\$ 32,538	\$ 6,593
1	4	Rocketship Reads	Yes	\$ 67,148	\$ 52,668
2	1	High quality, research-based curriculum	No	\$ 35,870	\$ 21,739
2	2	Professional Development	Yes	\$ 181,537	\$ 47,674
2	3	Data Driven Instructional Practices	Yes	\$ 61,867	\$ 11,669
2	4	Instructional Coaching	Yes	\$ 161,956	\$ 52,338
2	5	Teacher Credentialing	No	\$ 48,783	\$ 738
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 450,841	\$ 96,263
3	2	Facilities Maintenance	No	\$ 178,285	\$ 34,991
3	3	Safety Training	No	\$ 13,788	\$ 2,021
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 108,966	\$ 9,775
4	2	Outdoor Education and Community	Yes	\$ 24,848	\$ 1,677
4	3	Social Emotional Learning	Yes	\$ 99,438	\$ 21,877
4	4	Care Corps	No	\$ 78,791	\$ 17,896
5	1	Family Engagement	Yes	\$ 88,912	\$ 22,631
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 53,141	\$ 13,277
5	4	Los Dichos	No	\$ 18,527	\$ 3,309
5	5	Attendance Initiatives	No	\$ 47,264	\$ 3,983

RLS Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status-- All Schools
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Mateo Sheedy Elementary



RMS Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$6,190,895	\$5,562,257	(\$628,638)
LCFF Supplemental & Concentration Grants	\$905,257	\$811,262	(\$93,995)
All Other State Funds	\$3,493,261	\$3,314,519	(\$178,742)
All Local Funds	\$1,285	\$44,361	\$43,076
All Federal Funds	\$603,859	\$838,641	\$234,782
Total Projected Revenue	\$10,289,300	\$9,759,778	(\$529,522)
Expenses			
Total General Fund Expenses	\$10,280,000	\$9,902,142	(\$377,858)
Enrollment	514	457	(57)
ADA	479	429	(49)



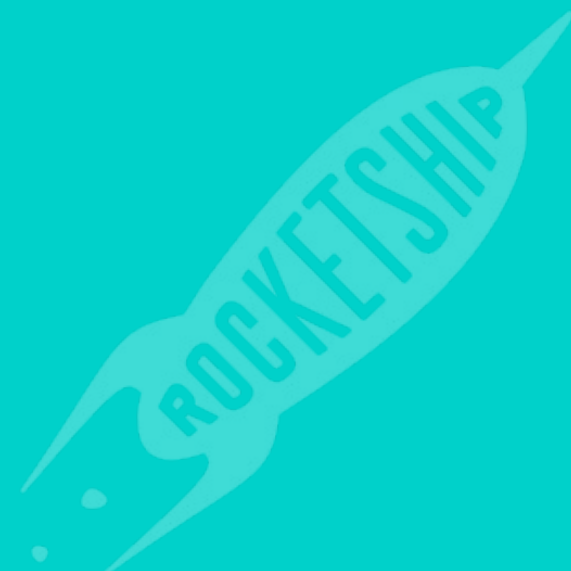
RMS Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 554,490	\$ 126,927
1	2	Special Education Supports	No	\$ 566,600	\$ 117,623
1	3	Services to Support Multilingual Students	No	\$ 37,632	\$ 8,503
1	4	Rocketship Reads	Yes	\$ 90,131	\$ 41,854
2	1	High quality, research-based curriculum	No	\$ 42,703	\$ 15,307
2	2	Professional Development	Yes	\$ 215,764	\$ 47,678
2	3	Data Driven Instructional Practices	Yes	\$ 83,361	\$ 12,542
2	4	Instructional Coaching	Yes	\$ 223,254	\$ 49,354
2	5	Teacher Credentialing	No	\$ 31,783	\$ 321
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 421,150	\$ 87,228
3	2	Facilities Maintenance	No	\$ 268,367	\$ 64,098
3	3	Safety Training	No	\$ 19,142	\$ 1,951
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 175,815	\$ 32,937
4	2	Outdoor Education and Community	Yes	\$ 69,410	\$ 5,286
4	3	Social Emotional Learning	Yes	\$ 140,030	\$ 33,564
4	4	Care Corps	No	\$ 78,791	\$ 27,457
5	1	Family Engagement	Yes	\$ 102,357	\$ 22,989
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 50,828	\$ 11,069
5	4	Los Dichos	No	\$ 18,527	\$ 5,077
5	5	Attendance Initiatives	No	\$ 45,229	\$ 3,321

RMS Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Mosaic Elementary



ROMO Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$7,947,846	\$7,050,058	(\$897,788)
LCFF Supplemental & Concentration Grants	\$1,886,964	\$1,673,649	(\$213,315)
All Other State Funds	\$3,870,547	\$3,686,732	(\$183,815)
All Local Funds	\$0	\$4,221	\$4,221
All Federal Funds	\$656,523	\$984,960	\$328,437
Total Projected Revenue	\$12,474,915	\$11,725,971	(\$748,945)
Expenses			
Total General Fund Expenses	\$11,745,000	\$11,689,349	(\$55,651)
Enrollment	600	528	(72)
ADA	559	496	(62)



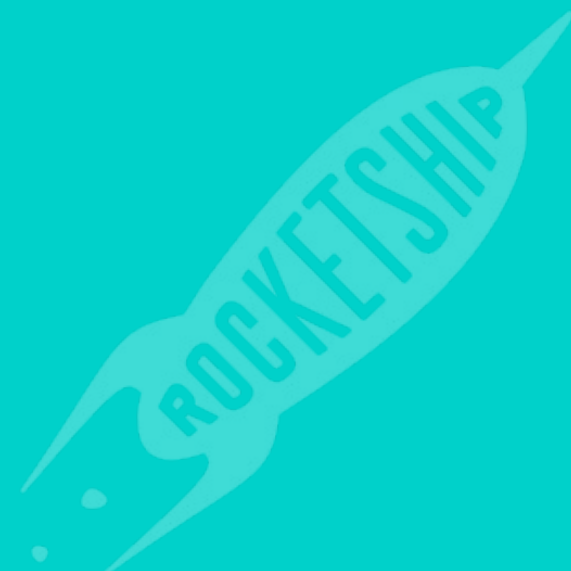
ROMO Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 715,624	\$ 182,185
1	2	Special Education Supports	No	\$ 525,492	\$ 162,775
1	3	Services to Support Multilingual Students	No	\$ 40,751	\$ 9,006
1	4	Rocketship Reads	Yes	\$ 95,649	\$ 64,100
2	1	High quality, research-based curriculum	No	\$ 50,005	\$ 19,025
2	2	Professional Development	Yes	\$ 223,432	\$ 69,012
2	3	Data Driven Instructional Practices	Yes	\$ 65,839	\$ 15,631
2	4	Instructional Coaching	Yes	\$ 211,562	\$ 75,467
2	5	Teacher Credentialing	No	\$ 29,189	\$ 33
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 456,570	\$ 142,095
3	2	Facilities Maintenance	No	\$ 241,235	\$ 57,800
3	3	Safety Training	No	\$ 13,374	\$ 2,283
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 254,208	\$ 71,373
4	2	Outdoor Education and Community	Yes	\$ 63,475	\$ 2,501
4	3	Social Emotional Learning	Yes	\$ 163,465	\$ 37,546
4	4	Care Corps	No	\$ 78,791	\$ 30,714
5	1	Family Engagement	Yes	\$ 98,194	\$ 28,309
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 62,511	\$ 15,992
5	4	Los Dichos	No	\$ 18,527	\$ 5,679
5	5	Attendance Initiatives	No	\$ 55,510	\$ 4,798

ROMO Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Redwood City Prep



RRWC Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$3,853,064	\$3,480,089	(\$372,975)
LCFF Supplemental & Concentration Grants	\$700,840	\$633,797	(\$67,043)
All Other State Funds	\$1,647,603	\$1,685,209	\$37,606
All Local Funds	\$0	\$85,545	\$85,545
All Federal Funds	\$424,789	\$684,565	\$259,776
Total Projected Revenue	\$5,925,455	\$5,935,408	\$9,953
Expenses			
Total General Fund Expenses	\$5,903,000	\$5,939,704	\$36,704
Enrollment	315	276	(39)
ADA	287	260	(27)



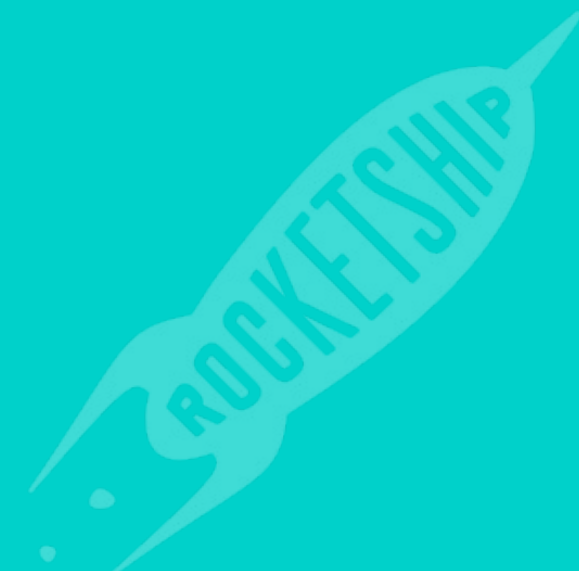
RRWC Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 438,616	\$ 104,989
1	2	Special Education Supports	No	\$ 250,458	\$ 71,948
1	3	Services to Support Multilingual Students	No	\$ 30,814	\$ 6,444
1	4	Rocketship Reads	Yes	\$ 53,888	\$ 29,411
2	1	High quality, research-based curriculum	No	\$ 17,458	\$ 15,110
2	2	Professional Development	Yes	\$ 135,355	\$ 30,672
2	3	Data Driven Instructional Practices	Yes	\$ 48,008	\$ 13,710
2	4	Instructional Coaching	Yes	\$ 109,057	\$ 52,609
2	5	Teacher Credentialing	No	\$ 21,500	\$ 218
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 392,053	\$ 94,819
3	2	Facilities Maintenance	No	\$ 134,063	\$ 47,581
3	3	Safety Training	No	\$ 12,444	\$ 2,062
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 121,128	\$ 5,751
4	2	Outdoor Education and Community	Yes	\$ 31,068	\$ 3,165
4	3	Social Emotional Learning	Yes	\$ 85,816	\$ 20,550
4	4	Care Corps	No	\$ 65,657	\$ 16,811
5	1	Family Engagement	Yes	\$ 65,916	\$ 13,367
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 51,562	\$ 13,314
5	4	Los Dichos	No	\$ 15,433	\$ 3,108
5	5	Attendance Initiatives	No	\$ 45,874	\$ 3,994

RRWC Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Rising Stars Academy



RRS Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$8,451,269	\$8,601,259	\$149,990
LCFF Supplemental & Concentration Grants	\$1,987,775	\$2,018,596	\$30,821
All Other State Funds	\$3,636,056	\$3,581,951	(\$54,104)
All Local Funds	\$1,266	\$3,336	\$2,070
All Federal Funds	\$611,413	\$936,909	\$325,496
Total Projected Revenue	\$12,700,003	\$13,123,455	\$423,452
Expenses			
Total General Fund Expenses	\$11,879,000	\$12,078,663	\$199,663
Enrollment	620	623	3
ADA	577	586	8



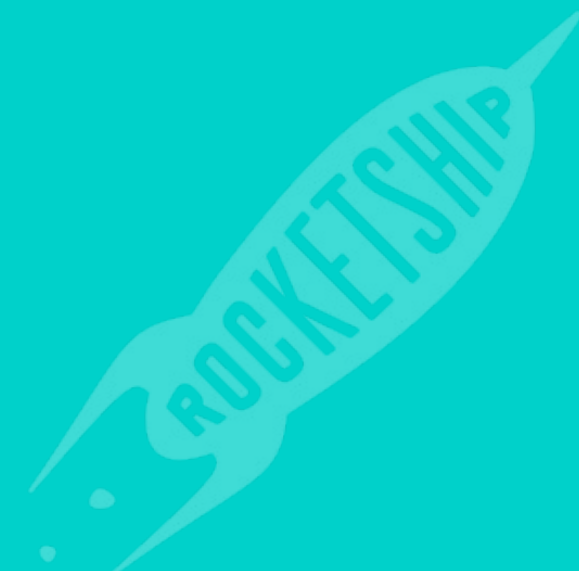
RRS Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 857,973	\$ 193,013
1	2	Special Education Supports	No	\$ 562,526	\$ 138,102
1	3	Services to Support Multilingual Students	No	\$ 41,203	\$ 9,619
1	4	Rocketship Reads	Yes	\$ 113,018	\$ 47,348
2	1	High quality, research-based curriculum	No	\$ 47,033	\$ 17,199
2	2	Professional Development	Yes	\$ 242,407	\$ 59,093
2	3	Data Driven Instructional Practices	Yes	\$ 69,457	\$ 20,838
2	4	Instructional Coaching	Yes	\$ 219,551	\$ 70,818
2	5	Teacher Credentialing	No	\$ 25,594	\$ -
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 532,585	\$ 124,796
3	2	Facilities Maintenance	No	\$ 261,707	\$ 57,297
3	3	Safety Training	No	\$ 17,254	\$ 2,399
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 210,417	\$ 11,288
4	2	Outdoor Education and Community	Yes	\$ 62,249	\$ 3,833
4	3	Social Emotional Learning	Yes	\$ 168,910	\$ 40,457
4	4	Care Corps	No	\$ 78,791	\$ 33,096
5	1	Family Engagement	Yes	\$ 107,214	\$ 27,908
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 54,911	\$ 13,951
5	4	Los Dichos	No	\$ 18,527	\$ 6,119
5	5	Attendance Initiatives	No	\$ 48,822	\$ 4,185

RRS Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Sí Se Puede Academy



RSSP Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$4,484,998	\$3,766,646	(\$718,352)
LCFF Supplemental & Concentration Grants	\$1,180,753	\$990,117	(\$190,636)
All Other State Funds	\$2,207,953	\$2,138,669	(\$69,284)
All Local Funds	\$7,936	\$23,216	\$15,280
All Federal Funds	\$469,221	\$716,923	\$247,702
Total Projected Revenue	\$7,170,109	\$6,645,454	(\$524,654)
Expenses			
Total General Fund Expenses	\$7,169,000	\$6,828,163	(\$340,837)
Enrollment	321	268	(53)
ADA	299	250	(49)



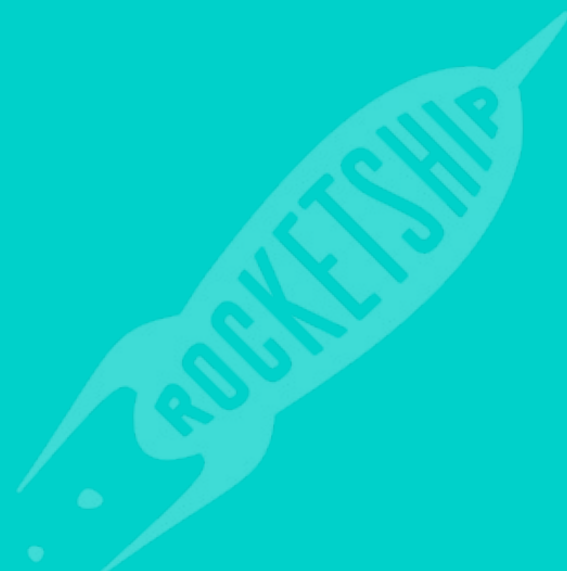
RSSP Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 384,756	\$ 115,522
1	2	Special Education Supports	No	\$ 280,633	\$ 66,978
1	3	Services to Support Multilingual Students	No	\$ 30,762	\$ 6,292
1	4	Rocketship Reads	Yes	\$ 43,957	\$ 15,290
2	1	High quality, research-based curriculum	No	\$ 30,654	\$ 28,699
2	2	Professional Development	Yes	\$ 134,274	\$ 45,135
2	3	Data Driven Instructional Practices	Yes	\$ 41,258	\$ 10,019
2	4	Instructional Coaching	Yes	\$ 108,094	\$ 51,940
2	5	Teacher Credentialing	No	\$ 30,189	\$ -
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 457,083	\$ 96,668
3	2	Facilities Maintenance	No	\$ 159,160	\$ 63,871
3	3	Safety Training	No	\$ 12,967	\$ 2,079
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 134,477	\$ 14,887
4	2	Outdoor Education and Community	Yes	\$ 30,602	\$ 3,750
4	3	Social Emotional Learning	Yes	\$ 86,363	\$ 19,565
4	4	Care Corps	No	\$ 78,791	\$ 16,005
5	1	Family Engagement	Yes	\$ 66,262	\$ 16,527
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 52,129	\$ 15,227
5	4	Los Dichos	No	\$ 18,527	\$ 2,959
5	5	Attendance Initiatives	No	\$ 46,373	\$ 4,568

RSSP Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress

Rocketship Spark Academy



RSK Budget Overview Comparison

Description	Budget	Current Forecast	Variance
Revenues			
Total LCFF Funds	\$7,470,062	\$7,246,598	(\$223,464)
LCFF Supplemental & Concentration Grants	\$1,589,498	\$1,538,200	(\$51,298)
All Other State Funds	\$3,209,366	\$3,438,427	\$229,061
All Local Funds	\$0	\$1,959	\$1,959
All Federal Funds	\$569,896	\$496,232	(\$73,664)
Total Projected Revenue	\$11,249,324	\$11,183,216	(\$66,107)
Expenses			
Total General Fund Expenses	\$10,748,000	\$10,933,949	\$185,949
Enrollment	570	545	(25)
ADA	531	513	(18)



RSK Mid-Year Expenditures Detail

Goal #	Action #	Action/Service Title	Contributed to Increased or Improved Services?	2024-25 Planned Expenditures (Total Funds)	YTD Expenditures (July-Sep) (Input Total Funds)
1	1	Personalized Learning	Yes	\$ 675,316	\$ 195,782
1	2	Special Education Supports	No	\$ 502,646	\$ 126,993
1	3	Services to Support Multilingual Students	No	\$ 39,216	\$ 8,953
1	4	Rocketship Reads	Yes	\$ 94,374	\$ 30,292
2	1	High quality, research-based curriculum	No	\$ 43,367	\$ 37,827
2	2	Professional Development	Yes	\$ 247,720	\$ 69,370
2	3	Data Driven Instructional Practices	Yes	\$ 75,540	\$ 18,555
2	4	Instructional Coaching	Yes	\$ 229,524	\$ 85,232
2	5	Teacher Credentialing	No	\$ 25,392	\$ 315
2	6	Culturally Responsive Pedagogy	No	\$ -	\$ -
3	1	Operations Staffing & Development	Yes	\$ 485,861	\$ 111,817
3	2	Facilities Maintenance	No	\$ 255,947	\$ 62,752
3	3	Safety Training	No	\$ 15,977	\$ 1,844
3	4	School-wide Operational Systems & Routines	No	\$ -	\$ -
4	1	Enrichment	Yes	\$ 224,128	\$ 47,949
4	2	Outdoor Education and Community	Yes	\$ 39,088	\$ 4,039
4	3	Social Emotional Learning	Yes	\$ 155,289	\$ 37,203
4	4	Care Corps	No	\$ 78,791	\$ 30,434
5	1	Family Engagement	Yes	\$ 111,003	\$ 27,886
5	2	Family Advocacy and Leadership	No	\$ -	\$ -
5	3	School-Family Partnership	No	\$ 65,562	\$ 15,424
5	4	Los Dichos	No	\$ 18,527	\$ 5,627
5	5	Attendance Initiatives	No	\$ 58,194	\$ 4,627

RSK Actions Implementation

Action #	Action Title	Contributing to Increased/ Improved Services?	Implementation Status
1.1	Personalized Learning*	N	In Progress
1.2	Special Education Supports	Y	In Progress
1.3	Services to Support Multilingual Students	N	In Progress
1.4	Rocketship Reads*	N	In Progress
2.1	High quality, research-based curriculum	Y	In Progress
2.2	Professional Development*	Y	In Progress
2.3	Data Driven Instructional Practices*	N	In Progress
2.4	Instructional Coaching*	Y	In Progress
2.5	Teacher Credentialing	Y	In Progress
2.6	Culturally Responsive Pedagogy	N	In Progress
3.1	Operations Staffing & Development*	N	In Progress
3.2	Facilities Maintenance	Y	In Progress
3.3	Safety Training	N	In Progress
3.4	School-wide Operational Systems & Routines	N	In Progress
4.1	Enrichment*	Y	In Progress
4.2	Outdoor Education and Community Experiences*	Y	In Progress
4.3	Social Emotional Learning	Y	In Progress
4.4	Care Corps	Y	In Progress
5.1	Family Engagement*	N	In Progress
5.2	Family Advocacy and Leadership	N	In Progress
5.3	School-Family Partnership	Y	In Progress
5.4	Los Dichos	N	In Progress
5.5	Attendance Initiatives	N	In Progress