DC PUBLIC CHARTER SCHOOL BOARD

Rick Cruz
Board Chair

Michelle J. Walker-Davis, Ed.D.
Executive Director

January 28, 2021

Via Electronic Mail

Jolene Sloter
Board Chair

Candice Bobo
Executive Director

Rocketship Public Charter School
2335 Raynolds Place SE
Washington DC, 20020

Re: Five-Year Charter Review of Rocketship Public Charter School

Dear Ms. Sloter and Ms. Bobo:

As you know, the DC Public Charter School Board (DC PCSB) must conduct a high-stakes review of a public charter school at least once every five years to determine whether the school's charter should be continued or revoked.[1] This year, DC PCSB conducted such a review of Rocketship Public Charter School (Rocketship PCS). DC PCSB staff prepared a comprehensive review report to assess the performance of the school according to the standard required by the School Reform Act.[2]

On October 23, 2020, DC PCSB staff provided the school with a draft version of this report and allowed an opportunity for the school to respond. Based on the findings in the preliminary charter review report, staff developed a proposal to present before the DC PCSB Board recommending the school's charter be continued.

At its public board meeting on November 16, 2020, the DC PCSB Board voted to continue the school's charter for the reasons outlined in the review report and accompanying proposal, incorporating and adopting the staff's findings and recommendations.

Representatives from the school were in attendance at the meeting and were provided an opportunity to address the DC PCSB Board prior to this vote. Members of the public were also allowed an opportunity to provide public comment prior to the vote.

[1] See DC Code § 38–1802.12(a)(3).
[2] See DC Code § 38–1802.13(a)-(b).

DC PUBLIC CHARTER SCHOOL BOARD

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Please see the following signed copy of the accompanying staff proposal, which outlines the basis upon which the DC PCSB Board voted to continue the school's charter along with the finalized version of the charter review report.

Thank you for your continued efforts in service of the students of the District of Columbia.

Sincerely yours,

Rick Cruz
Board Chair

Michelle J. Walker-Davis, Ed.D.
Executive Director

Cc: School Leaders

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

Charter Actions Requiring a Vote

- ☐ Approve a Charter Application (15 yrs)
- ☐ Approve a Charter Renewal (15 yrs)
- ☒ Approve Charter Continuance (5, 10, or 20 yrs)
- ☐ Approve a Charter Amendment Request
- ☐ Give a Charter Notice of Concern
- ☐ Lift the Charter Notice of Concern
- ☐ Commence Charter Revocation Proceedings
- ☐ Revoke a Charter
- ☐ Board Action, Other_____

Non-Voting Board Items

- ☐ Public Hearing Item
- ☐ Discussion Item
- ☐ Read into Record

Policies

- ☐ Open a New Policy or Changes to a Policy for Public Comment
- ☐ Approve a New Policy
- ☐ Approve an Amendment to an Existing Policy

PREPARED BY: **Melodi Sampson, Senior Manager, School Quality and Accountability**

SUBJECT: **Charter Review: Rocketship Education DC Public Charter School**

DATE: **November 16, 2020**

Recommendation

The District of Columbia Public Charter School Board (DC PCSB) staff recommends that its Board vote to continue the charter of Rocketship Education DC Public Charter School (Rocketship PCS).

Charter Review Findings

DC PCSB staff conducted a five-year charter review of Rocketship PCS, as required by the School Reform Act (SRA).[1] The review includes an evaluation of the school's 1) progress toward meeting its goals and academic achievement expectations (charter goals); 2) compliance with its charter and applicable federal and local laws; and 3) fiscal management. The chart below summarizes DC PCSB staff's findings in these three areas over the review period.

[1] D.C. Code §§ 38-1802 *et seq*.

Charter Review Findings					
Review Period	School year (SY) 2016 – 17 through SY 2019 – 20				
Charter Goals	Rocketship PCS **met** its charter goals.				
Compliance	Rocketship PCS **did not** violate the law or materially violate its charter.				
Finance	Rocketship PCS **did not** commit fiscal mismanagement.				
Performance Management Framework Outcomes					
Campus	**2016 – 17**	**2017 – 18**	**2018 – 19**	**2019 – 20**	**Average**
Rocketship PCS – Rise	71.3%	62.4%	53.8%	NA[2]	**62.5%**
Rocketship PCS – Legacy	Not applicable (NA)[3]	94.6%	74.0%		**84.3%**
Rocketship PCS – Infinity[4]	NA	NA	NA		**NA**

Rocketship PCS adopted the Performance Management Framework (PMF) as its charter goals, in accordance with DC PCSB's *Elect to Adopt the PMF as Charter Goals Policy* (*PMF as Goals Policy*).[5] In doing so, Rocketship PCS committed to achieving an average PMF score of 40.0% at each of its campuses over the review period at its five-year review. As the chart above shows, the school met its charter goals by achieving an average PMF score of 62.5% at Rocketship PCS – Rise Academy (Rocketship PCS – Rise) and an average PMF score of 84.3% at Rocketship PCS – Legacy Prep (Rocketship PCS – Legacy). Rocketship PCS – Infinity Community Prep (Rocketship PCS – Infinity) opened in SY 2020 – 21; given that it was not open during the review period, its performance does not factor into the school's five-year charter review.

The chart also shows that DC PCSB staff found the school has not committed a material violation of law or its charter, and has not committed fiscal mismanagement, meaning the school has adhered to generally accepted

[2] As written in DC PCSB's *COVID-19 Impact Policy*, the "COVID-19 public health emergency resulted in all DC public charter schools physically closing and implementing distance learning programs." As such, DC PCSB ceased collection, aggregation, and publication of SY 2019 – 20 academic data and did not produce a SY 2019 – 20 School Quality Report (also known as the Performance Management Framework). See the *COVID-19 Impact Policy* here: https://bit.ly/2FbYLMw.
[3] Rocketship PCS – Legacy did not open until SY 2017 – 18. Consequently, there are no PMF data to report in SY 2016 – 17.
[4] Rocketship PCS – Infinity did not open until SY 2020 – 21. Consequently, there are no PMF data to report during the review period.
[5] See the *PMF as Goals Policy* here: https://bit.ly/2PTj7fL.

accounting principles, has not engaged in a pattern of fiscal mismanagement, and is economically viable.

DC PCSB staff's complete findings are detailed in the school's Preliminary Charter Review Report (Attachment A), which forms the basis of staff's recommendation along with this proposal. The report will be finalized following the Board's vote on the school's continuance.

Charter Review Standard

The SRA stipulates that DC PCSB "shall review [a school's] charter at least once every [five] years."[6] As part of this review, DC PCSB must determine whether:

1) The school committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities; and/or

2) The school failed to meet the goals and student academic achievement expectations set forth in its charter.[7]

If DC PCSB determines that a school has committed a violation of applicable law or a material violation of the terms of its charter, or has not met its goals and academic achievement expectations, it may, at its discretion, revoke the school's charter, or grant the school a conditional continuance.

Additionally, there is a fiscal component to the charter review. DC PCSB is required by the SRA to revoke a school's charter if DC PCSB determines in its review that the school: 1) has engaged in a pattern of nonadherence to generally accepted accounting principles, 2) has engaged in a pattern of fiscal mismanagement, and/or 3) is no longer economically viable.[8]

Background

Rocketship PCS was chartered in 2014 under authorization from DC PCSB to operate a kindergarten through fifth grade elementary school. The local education agency was slated to opened its first campus in SY 2015 – 16, but Rocketship PCS postponed its opening until SY 2016 – 17 because it needed additional planning time. The school currently enrolls 1,520 students across three campuses in Wards 5, 7, and 8.[9] Its

[6] D.C. Code § 38-1802.12(a)(3).
[7] D.C. Code § 38-1802.13(a).
[8] D.C. Code § 38-1802.13(b).
[9] This enrollment figure is based on preliminary, unvalidated data as of October 5, 2020.

mission is as follows: "Rocketship Education DC will eliminate the achievement gap by graduating our students at or above grade level in Language Arts and Math."

Notification

On September 23, 2020, DC PCSB staff notified Advisory Neighborhood Commissioner Charles Wilson (8B03) of the school's five-year charter review. DC PCSB staff also posted a notice for public comment on the charter review in the DC Register and on the DC PCSB website.[10]

Attachment to this Proposal

Attachment A: Rocketship PCS Five-Year Preliminary Charter Review Report

Date: 11/16/2020

DC PCSB Action: X Approved _____Approved with Changes ____Rejected

Changes to the Original Proposal:

[10] See the notice here: https://bit.ly/37FXh9z.

DC PUBLIC CHARTER SCHOOL BOARD

2020 – 21 Five-Year Charter Review Report
Rocketship Education DC Public Charter School

November 16, 2020

DC Public Charter School Board
3333 14th Street NW, Suite 210
Washington, DC 20010
(202) 328-2660
www.dcpcsb.org

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BOARD VOTE AND KEY FINDINGS[1]

Rocketship Education DC Public Charter School (Rocketship PCS)[2]	
Review or Renewal	Five-year charter review
Review Period	School year (SY) 2016 – 17 through SY 2019 – 20
Charter Goals	Rocketship PCS **met** its charter goals.
Compliance	Rocketship PCS **did not** violate the law or materially violate its charter.
Finance	Rocketship PCS **did not** commit fiscal mismanagement.
Board Vote	The Board voted 7 – 0 to continue Rocketship PCS's charter.

Performance Management Framework Outcomes					
Campus	**2016 – 17**	**2017 – 18**	**2018 – 19**	**2019 – 20**	**Average**
Rocketship PCS – Rise	71.3%	62.4%	53.8%	NA[3]	**62.5%**
Rocketship PCS – Legacy	Not applicable (NA)[4]	94.6%	74.0%		**84.3%**
Rocketship PCS – Infinity[5]	NA	NA	NA		**NA**

Pursuant to the School Reform Act (SRA), the DC Public Charter School Board (DC PCSB) "shall review [a school's] charter at least once every [five] years."[6] As such, DC PCSB conducted a review of Rocketship PCS during its fifth year, evaluating the school's progress toward meeting its goals and academic achievement expectations (charter goals). The school adopted the Performance Management Framework (PMF) as its charter goals, in accordance with DC PCSB's *Elect to Adopt the PMF as Charter Goals Policy* (*PMF as Goals*

[1] See the appendices to this report here.

[2] See Rocketship PCS's Charter Application, Appendix 1. See Rocketship PCS's Charter Agreement and Amendments, Appendices 2 – 2.9.

[3] As written in DC PCSB's *COVID-19 Impact Policy*, the "COVID-19 public health emergency resulted in all DC public charter schools physically closing and implementing distance learning programs." As such, DC PCSB ceased collection, aggregation, and publication of SY 2019 – 20 academic data and did not produce a SY 2019 – 20 School Quality Report (also known as the Performance Management Framework). See the *COVID-19 Impact Policy* here: https://bit.ly/2FbYLMw.

[4] Rocketship PCS – Legacy did not open until SY 2017 – 18. As such, there are no PMF data to report in SY 2016 – 17.

[5] Rocketship PCS – Infinity did not open until SY 2020 – 21. As such, there are no PMF data to report during the review period.

[6] D.C. Code § 38-1802.12(a)(3).

Policy).[7] In doing so, Rocketship PCS committed to achieving an average PMF score of 40.0% at each of its campuses over the review period. As the chart above shows, the school met its charter goals by achieving an average PMF score of 62.5% at Rocketship PCS – Rise Academy (Rocketship PCS – Rise) and an average PMF score of 84.3% at Rocketship PCS – Legacy Prep (Rocketship PCS – Legacy). Rocketship PCS – Infinity Community Prep (Rocketship PCS – Infinity) opened in SY 2020 – 21; given that it was not open during the review period, its performance does not factor into the school's five-year charter review.

DC PCSB also evaluated the school's compliance with applicable federal and local laws, compliance with its charter, and fiscal management. DC PCSB determined the school has not committed a material violation of law or its charter, has adhered to generally accepted accounting principles (GAAP), has not engaged in a pattern of fiscal mismanagement, and is economically viable.

Based on these findings, DC PCSB staff recommended the Board vote to continue Rocketship PCS's charter. At its public board meeting on November 16, 2020, the DC PCSB Board voted 7 – 0 to continue Rocketship PCS's charter.

[7] See the *PMF as Goals Policy* here: https://bit.ly/2PTj7fL.

SCHOOL BACKGROUND

Rocketship PCS			
Year Opened	2016	**Ward(s)**	5, 7, and 8
Number of Campuses	3	**Year(s) of Previous Review**	NA[8]
Current Enrollment Ceiling			
1,950			
Current Enrollment and Grade Span[9]			
Rocketship PCS – Rise	Rocketship PCS – Legacy		Rocketship PCS – Infinity
684, PK3 – 5	679, PK3 – 5		157, PK3 – 2
Mission Statement			
"Rocketship Education DC will eliminate the achievement gap by graduating our students at or above grade level in Language Arts and Math."			

School Overview

Rocketship PCS was chartered in 2014 under authorization from DC PCSB to operate a kindergarten through fifth grade elementary school. Rocketship PCS is part of a larger network of charter schools managed by Rocketship Education, a charter management organization (CMO) headquartered in California. DC PCSB approved Rocketship PCS to operate up to eight campuses, starting with one campus, and adding no more than one campus a year, contingent upon the school meeting certain performance conditions.[10]

In October 2015,[11] before Rocketship PCS opened its first campus, DC PCSB approved the school to expand its grade offerings to include pre-kindergarten 3 (PK3) and pre-kindergarten 4 (PK4).[12] In SY 2016 – 17, Rocketship PCS opened Rocketship PCS – Rise in Ward 8. The following year, it opened Rocketship PCS – Legacy in Ward 7. In SY 2020 – 21, it opened Rocketship PCS – Infinity in Ward 5.

Rocketship PCS campuses typically open with grades PK3 through two, and then add a new grade level each subsequent year until the campus provides a full elementary continuum with grades PK3 through five. Rocketship PCS – Rise reached maturation with

[8] This is Rocketship PCS's first charter review.
[9] These enrollment figures are based on preliminary, unvalidated data as of October 5, 2020.
[10] See Rocketship PCS's Charter Agreement, Appendix 2.1, for the performance conditions.
[11] See Rocketship PCS's Grade Expansion Amendment, Appendix 2.2.
[12] Since SY 2016 – 17, Rocketship PCS has contracted with the AppleTree Institute for Education Innovation (AppleTree Institute) to fully manage and operate the PK3 and PK4 program at all Rocketship PCS campuses.

grade five in SY 2019 – 20, as did Rocketship PCS – Legacy in SY 2020 – 21. Rocketship PCS – Infinity will serve fifth graders by SY 2023 – 24.

In keeping with the school's mission to eliminate the city's achievement gap, Rocketship PCS's educational model is based on three pillars: personalized student learning, talent development for teachers, and parental empowerment. After DC PCSB's Qualitative Site Review (QSR) at the local education agency (LEA), DC PCSB staff noted how well Rocketship PCS teachers communicated their expectations that students put forth good effort to create high-quality work.

Rocketship PCS has faced numerous challenges regarding its community engagement efforts and lack of transparency in its daily operations. On three separate occasions in school years 2015 – 16, 2017 – 18, and 2018 – 19, Rocketship PCS had to either postpone or change the scheduled opening of one of its campuses, largely due to a lack of sufficient community engagement or strong opposition from residents who opposed where the LEA chose to locate its facilities.[13] Each time Rocketship PCS postponed a campus opening or changed a campus location with little notice, the students and families enrolled at those sites were likely adversely affected. At several DC PCSB public hearings during the review period, DC residents expressed their frustration with the LEA's lack of transparency and outreach efforts to ensure community members were supportive of Rocketship PCS locating in their neighborhoods. Since its latest campus postponement in SY 2018 – 19, the LEA hired a community liaison whose primary responsibilities are to increase the school's outreach efforts and facilitate more transparency about the LEA's expansion plans. Following the school's last postponement, both Rocketship PCS and DC PCSB agreed to execute a charter amendment to tighten the conditions regarding the LEA's approval to open a new campus each year, including requiring Rocketship PCS to produce a signed lease well in advance of a scheduled opening.[14]

In October 2019, a parent of Rocketship PCS students submitted a complaint to DC PCSB regarding an attempted kidnapping at Rocketship PCS – Rise. Rocketship PCS did not immediately inform the relevant guardian about the incident. Furthermore, the LEA failed to inform both the greater school community and DC PCSB about the incident in a timely manner. In response to the parent's complaint, DC PCSB met with the LEA privately on three occasions in November and December 2019. During its November 2019 public meeting, DC PCSB held a hearing with the school to discuss the matter before community members. The school reflected on the incident and explained to DC PCSB how Rocketship PCS will ensure students' safety going forward. The school also agreed to complete an action plan, which DC PCSB approved as a formal charter amendment in December 2019.[15]

[13] The school's first postponement, in SY 2015 – 16, was because the school needed additional planning time.
[14] See Rocketship PCS's Campus Opening Postponement Amendment, Appendix 2.6.
[15] See Rocketship PCS's Safety Amendment, Appendix 2.8.

Enrollment and Demographic Trends

The tables below show the school's enrollment history at the LEA and campus levels.

Rocketship PCS				
School Year	**2016 – 17**	**2017 – 18**	**2018 – 19**	**2019 – 20**
Audited Enrollment[16]	441	633	1,084	1,306
Enrollment Projections[17]	240	870	1,002	1,289
Enrollment Ceiling[18]	650	1,300	1,300	1,300

Rocketship PCS – Rise				
School Year	**2016 – 17**	**2017 – 18**	**2018 – 19**	**2019 – 20**
PK3	83	85	82	76
PK4	70	85	76	77
K	133	97	106	111
1	83	102	96	116
2	72	83	99	102
3	0	75	84	94
4	0	0	75	77
5	0	0	0	57

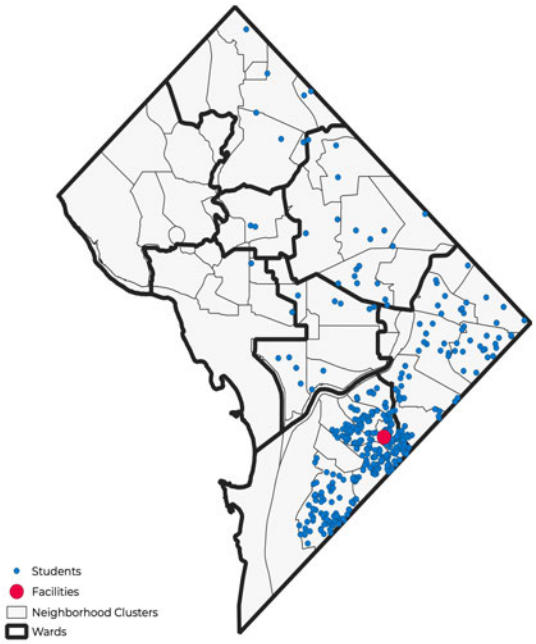
Rocketship PCS – Legacy				
School Year	**2016 – 17**	**2017 – 18**	**2018 – 19**	**2019 – 20**
PK3	0	6	102	83
PK4	0	10	58	87
K	0	44	107	112
1	0	30	94	113
2	0	16	59	102
3	0	0	47	54
4	0	0	0	45
5	0	0	0	0

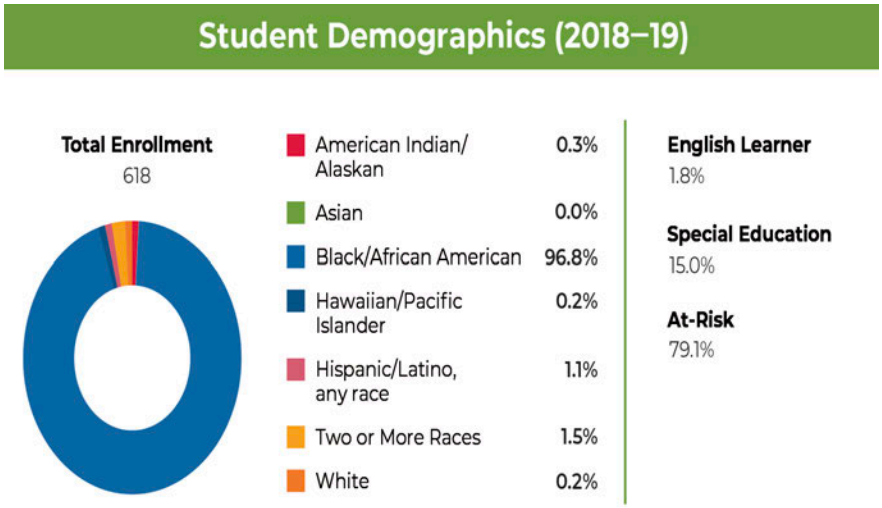
The maps below show where SY 2019 – 20 Rocketship PCS students live in relation to each campus, which is marked with a red dot. Each student is represented by a blue dot. As the

[16] The Office of the State Superintendent of Education conducts an annual enrollment audit to determine the number of students at each public school in the District.
[17] Each year, charter LEAs and DC PCSB must project student enrollment for the following school year.
[18] Each charter LEA has an enrollment ceiling in its charter agreement, designating the maximum number of students the school can receive per pupil funding for each school year.

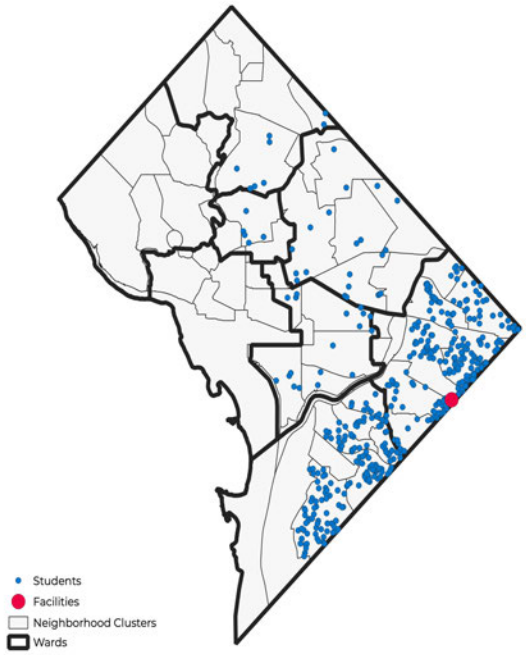
maps show, Rocketship PCS students come from nearly every ward of the city. Student demographic graphics from SY 2018 – 19 are found below the maps.[19]

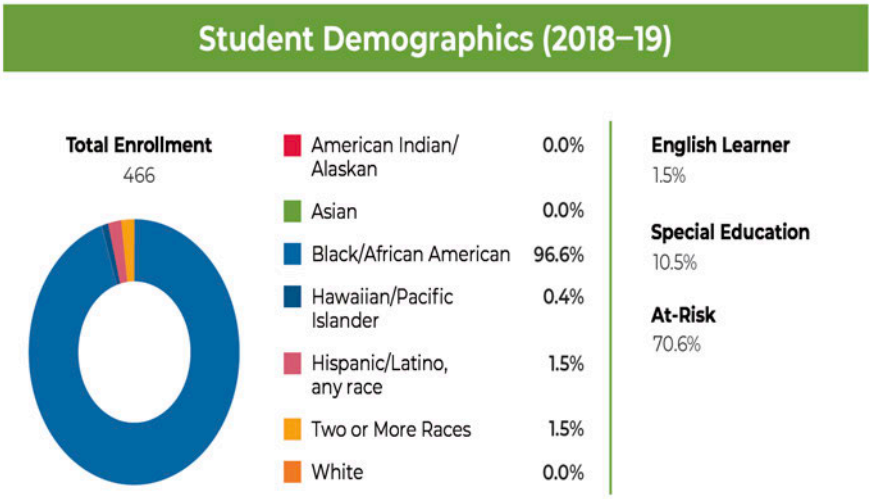
Rocketship PCS – Rise





Rocketship PCS – Legacy





[19] DC PCSB reports SY 2018 – 19 demographic data because DC PCSB did not produce such figures for SY 2019 – 20, per the previously cited *COVID-19 Impact Policy*.

Communication with the School

In June 2020, DC PCSB staff met with Rocketship PCS staff to discuss the school's performance ahead of its five-year review. DC PCSB staff provided the school with a chart similar to the one in Section One of this report, showing the school's charter goals performance during the review period.

CHARTER REVIEW STANDARD

The SRA stipulates that DC PCSB "shall review [a school's] charter at least once every [five] years."[20] As part of this review, DC PCSB must determine whether:

1) The school committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities; and/or

2) The school failed to meet the goals and student academic achievement expectations set forth in its charter.[21]

If DC PCSB determines that a school has committed a violation of applicable law or a material violation of the terms of its charter, or has not met its goals and academic achievement expectations, it may, at its discretion, revoke the school's charter, or grant the school a conditional continuance.

Additionally, there is a fiscal component to the charter review. The SRA requires DC PCSB to revoke a school's charter if DC PCSB determines in its review that the school: 1) has engaged in a pattern of nonadherence to GAAP, 2) has engaged in a pattern of fiscal mismanagement, and/or 3) is no longer economically viable.[22]

[20] D.C. Code § 38-1802.12(a)(3).
[21] D.C. Code § 38-1802.13(a).
[22] D.C. Code § 38-1802.13(b).

SECTION ONE: GOALS AND ACADEMIC ACHIEVEMENT EXPECTATIONS

The SRA requires DC PCSB to review whether a school has met its charter goals at least once every five years. Charter goals are part of the review analysis only if they were included in a school's charter or charter amendment.

In July 2016,[23] Rocketship PCS adopted the PMF as its charter goals in its initial charter agreement, and in June 2020,[24] the school amended its charter goals to reflect the most recent *PMF as Goals Policy* language. By adopting the PMF as its charter goals, the school agreed to the review standard recorded in the chart below. This chart also reports DC PCSB's determination that Rocketship PCS met its charter goals, followed by a detailed assessment.

Charter Goals	Met?
Review Standard: The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus: At its fifth-year charter review, obtains an average PMF score for school years 2016 – 17, 2017 – 18, and 2018 – 19 equal to or exceeding 40.0%. In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has met … the following: **Improvement Provision**: The School Corporation has demonstrated consistent improvement on overall PMF scores during the most recent three years of the review period. In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.	**Met**

[23] See Rocketship PCS's Charter Agreement, Appendix 2.
[24] See Rocketship PCS's Goals Amendment, Appendix 2.9.

PMF Outcomes[25]					
Campus	**2016 – 17**	**2017 – 18**	**2018 – 19**	**2019 – 20**	**Average**
Rocketship PCS – Rise	71.3%	62.4%	53.8%	NA[26]	**62.5%**
Rocketship PCS – Legacy	NA	94.6%	74.0%		**84.3%**

<u>Determination:</u> Rocketship PCS met its charter goals, earning average PMF scores of 62.5% and 84.3% at the two campuses that were open during the review period.

The remainder of this section contains a description of the PMF and an analysis of Rocketship PCS's performance on each PMF category during the review period. This section then addresses the school's early childhood assessment performance, and ends with a review of supplemental academic data, separate and apart from the charter goals.

<u>Overview of the PMF</u>[27]

DC PCSB evaluates all public charter schools according to a PMF. There are four separate PMF frameworks; Rocketship PCS is evaluated under the Early Childhood, Elementary School, and Middle School PMF (PK – 8 PMF). The PK – 8 PMF is divided into four categories: student progress, student achievement, gateway, and school environment. Using a 100-point scale, PK – 8 PMF schools will be identified as Tier 1 (high-performing), Tier 2 (mid-performing), or Tier 3 (low-performing) based on their overall performance in the four categories. See below for a summary of Rocketship PCS's performance on the PK – 8 PMF categories, including charts detailing the school's performance compared to the charter sector (sector).[28]

Key for Data Charts
Rate (Campus) Rate (Sector)

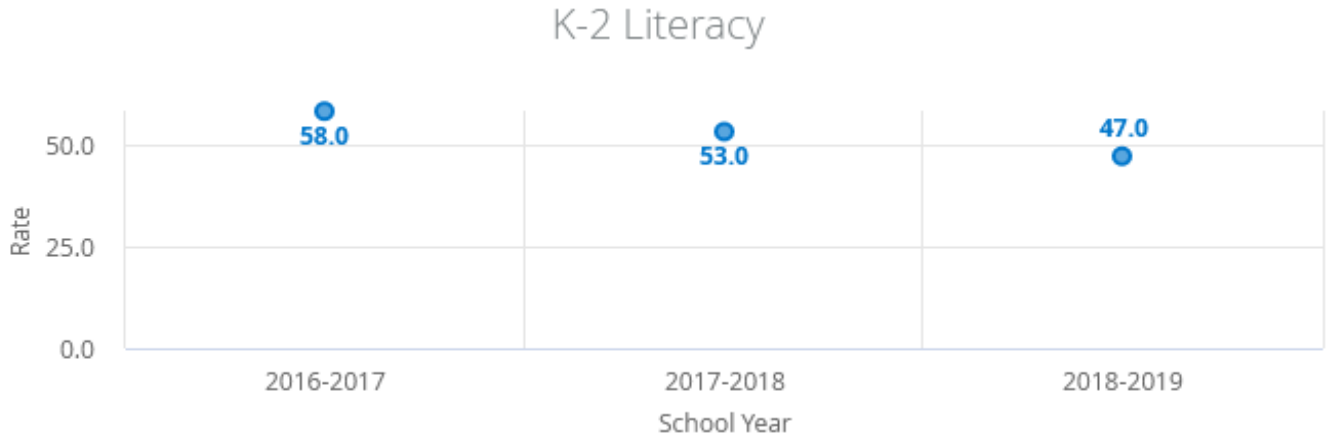
[25] See Rocketship PCS's PMF scorecards, Appendix A1 – A5.
[26] As previously mentioned, in May 2020, the DC PCSB Board approved the *COVID-19 Impact Policy* stating that DC PCSB would not produce a 2019 – 20 PMF, and that DC PCSB would not report on or consider SY 2019 – 20 goal attainment in charter review reports. This policy is reflected in the school's most recent amendment to its charter goals. Thus, SY 2019 – 20 performance is not included in the average PMF score.
[27] For detailed information on the PMF, see the *2019 – 20 PMF Policy and Technical Guide* at https://bit.ly/3leKRJm.
[28] The phrase "compared to the charter sector" here and throughout refers to the average performance achieved by all DC charter schools evaluated under the corresponding PMF.

Student Progress

Student progress is a measure of student growth over the course of a year. For schools ending in grades 3 or below, DC PCSB uses the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) conditional growth percentile (CGP) as the growth measure. Once a school reaches grade 4, DC PCSB uses the median growth percentile (MGP) on the Partnership for Assessment of Readiness for College and Careers (PARCC) as the growth measure. A CGP or MGP of 50 indicates that a school's students have average growth, as compared to other DC students for MGP and national students for CGP in the same grades and with the same initial state assessment performance.

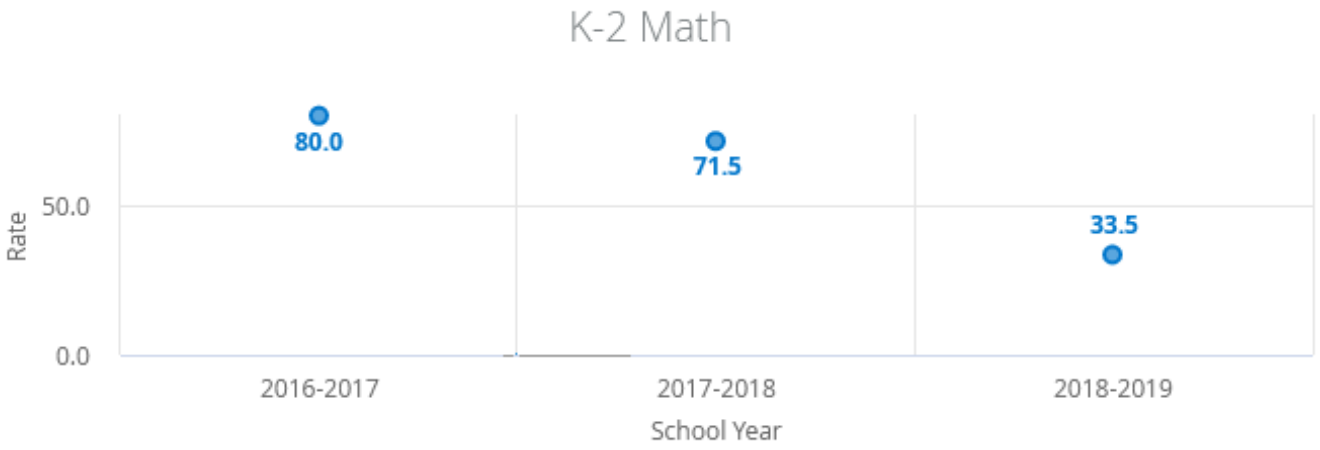
Charts detailing the school's performance compared to the standard of 50 can be found below. As the charts show, Rocketship PCS – Rise, demonstrated mixed success. While it scored over 50 during school years 2016 – 17 and 2017 – 18 for both reading and math on MAP CGP, in SY 2018 – 19 these scores fell. Rocketship PCS – Rise also saw mixed results in PARCC growth, surpassing average growth in ELA, but not math, during the last applicable year. Rocketship PCS – Legacy's performance on MAP CGP has exceeded the standard all applicable years during the review period in both reading and math. There is no PARCC MGP data to report for Rocketship PCS – Legacy.[29]

Rocketship PCS – Rise's MAP CGP – Reading

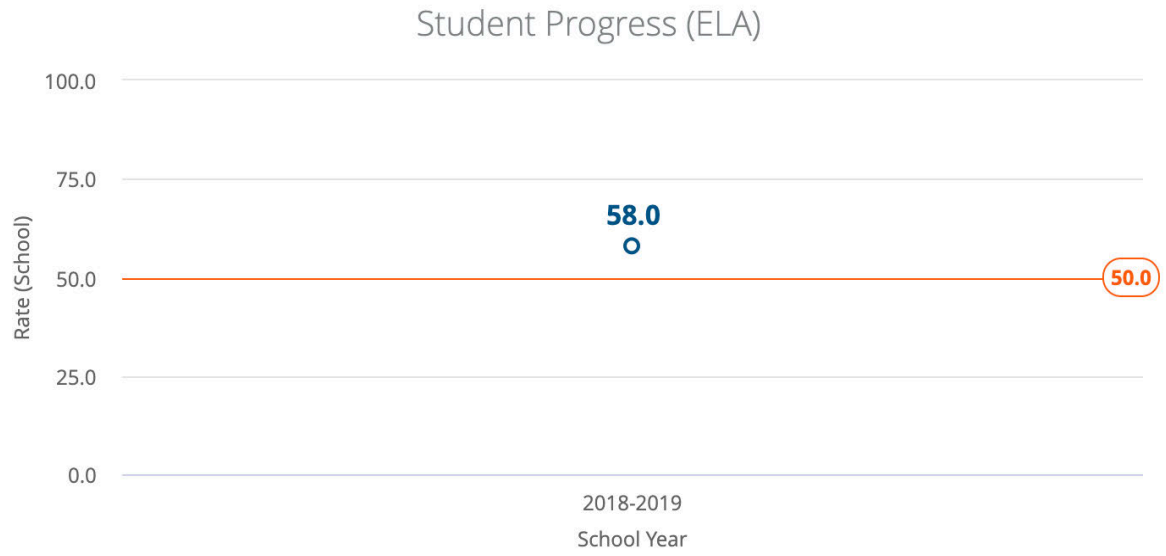


[29] DC PCSB must have two years of PARCC data to calculate an MGP rate. Rocketship PCS – Legacy only has one year of PARCC data from SY 2018 – 19, when it began enrolling third grade, PARCC-tested students. The school would have had a second year of PARCC data had DC PCSB collected academic data and produced the SY 2019 – 20 PMF.

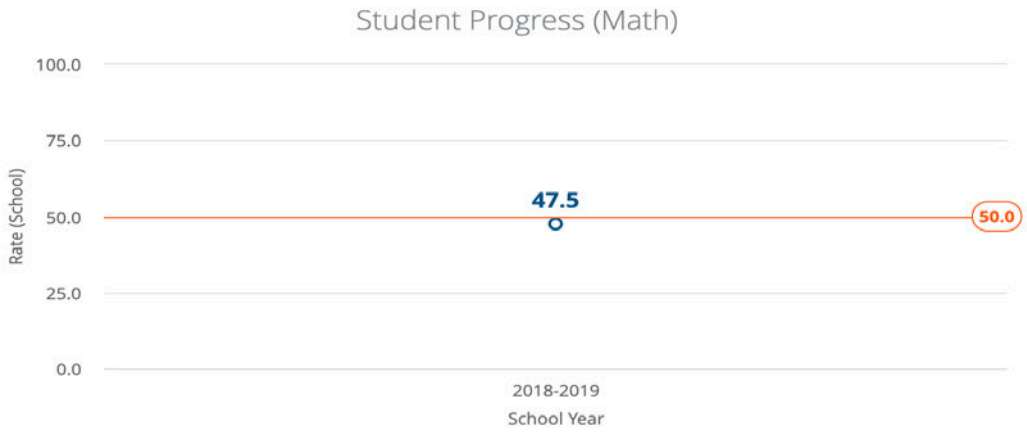
Rocketship PCS – Rise's MAP CGP – Math



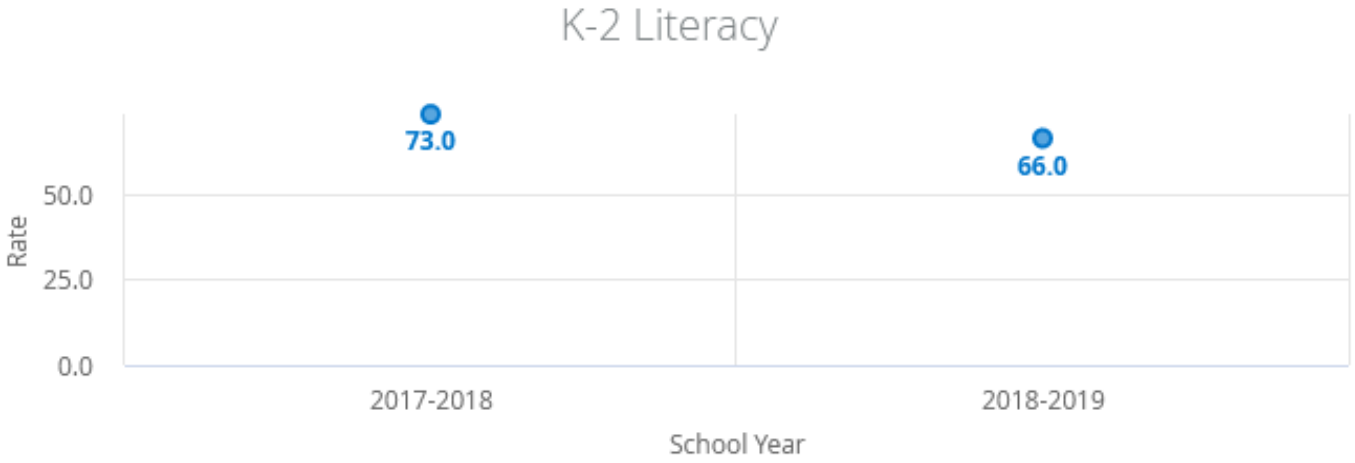
Rocketship PCS – Rise's PARCC MGP – English language arts (ELA)



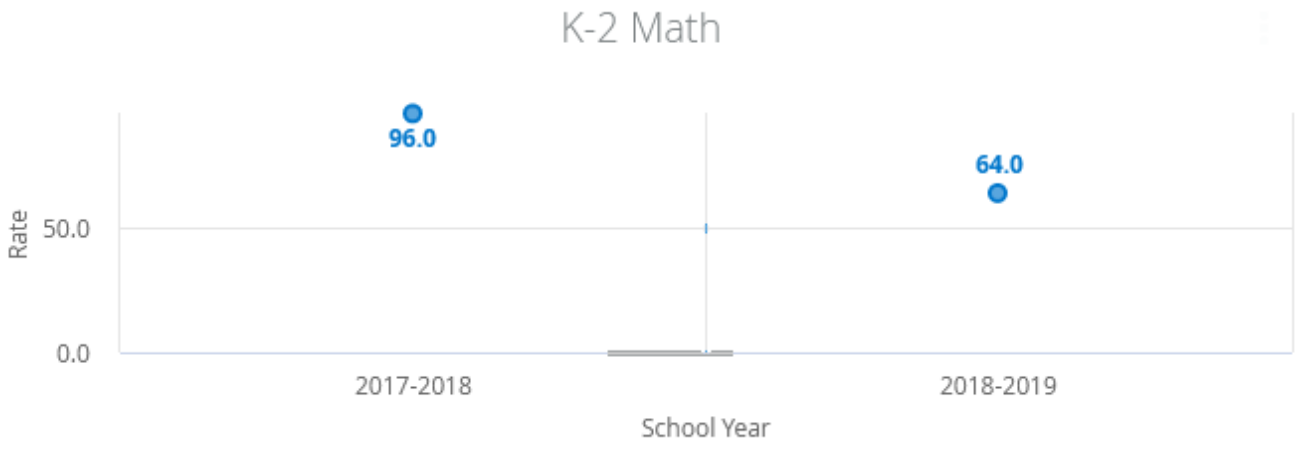
Rocketship PCS – Rise's PARCC MGP – Math



Rocketship PCS – Legacy's MAP CGP – Reading



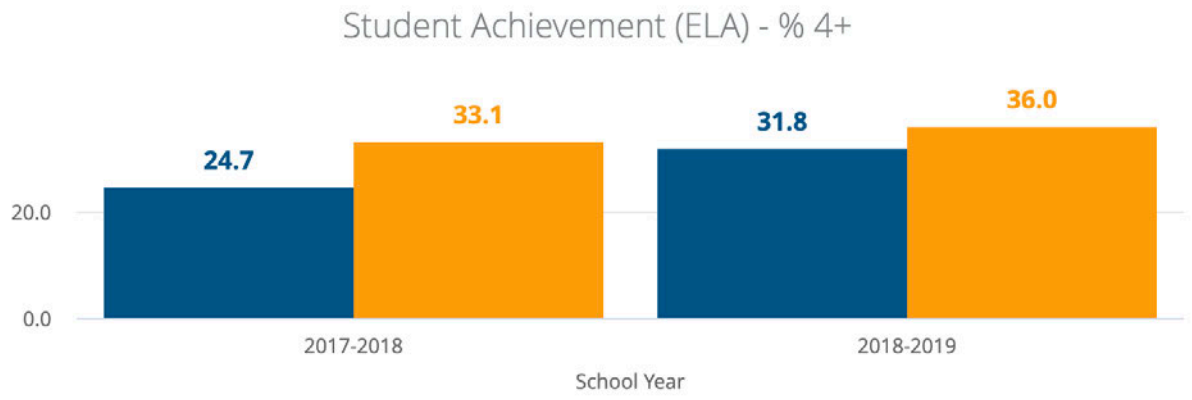
Rocketship PCS – Legacy's MAP CGP – Math



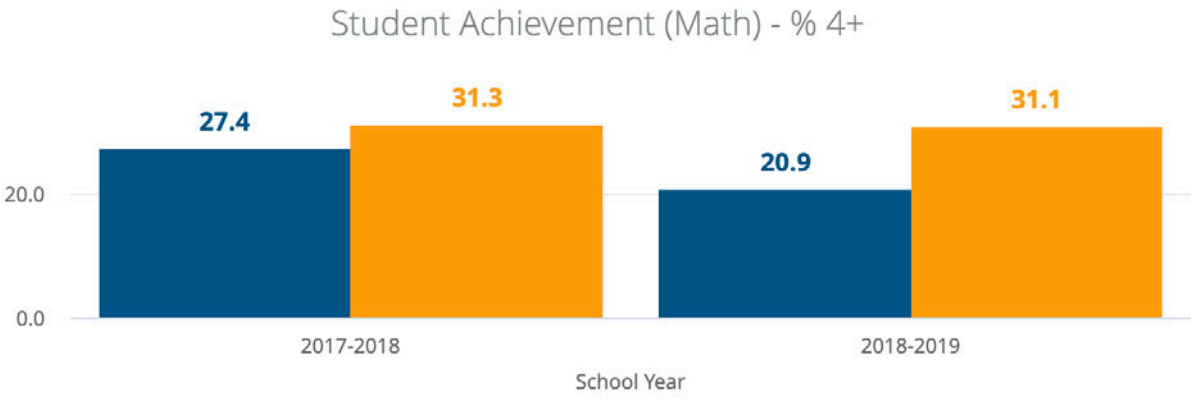
Student Achievement

The student achievement category captures overall student performance on the PARCC assessment, with level 4+ considered proficient and advanced.[30] This category includes overall performance in both ELA and math as compared to the District's charter sector (sector) average for students in the same grade band.[31] Charts detailing the school's performance compared to the sector can be found below. As the charts show, Rocketship PCS – Rise scored below the sector average in both reading and math for the last two applicable years, while Rocketship PCS – Legacy slightly exceeded the sector average in both subjects.

Rocketship PCS – Rise's ELA Proficiency (Overall)

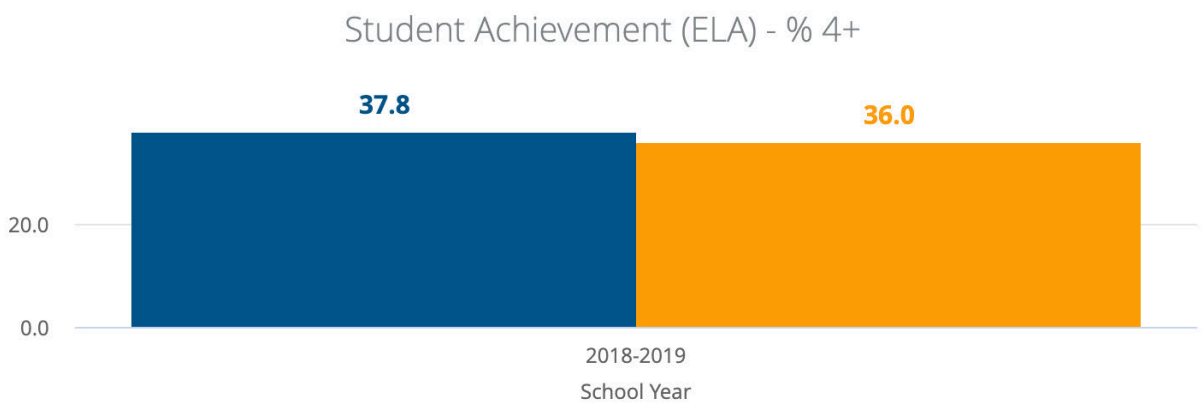


Rocketship PCS – Rise's Math Proficiency (Overall)

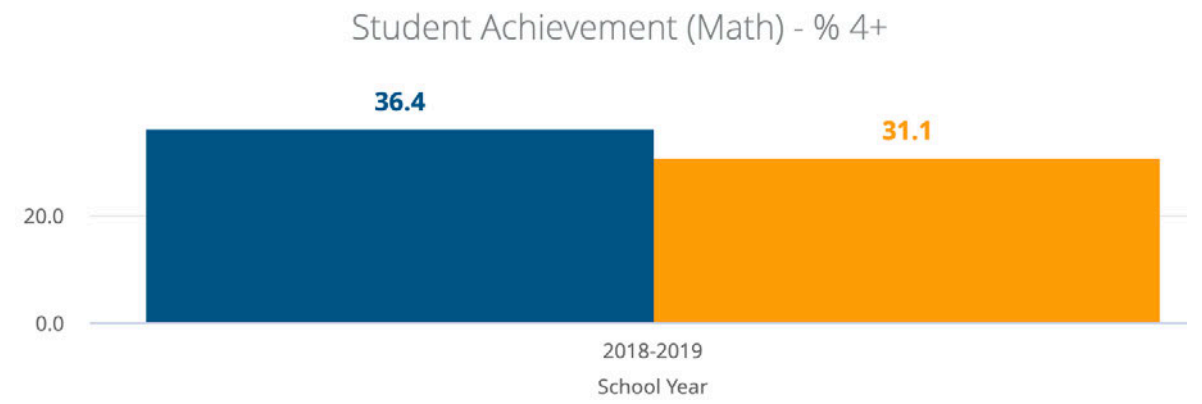


[30] The term "4+" refers to level 4 and level 5 PARCC scores. A student who earns a level 4 is considered proficient. A student who earns a level 5 is considered advanced.
[31] Floors and targets for this measure are set based on sector performance.

Rocketship PCS – Legacy's ELA Proficiency (Overall)



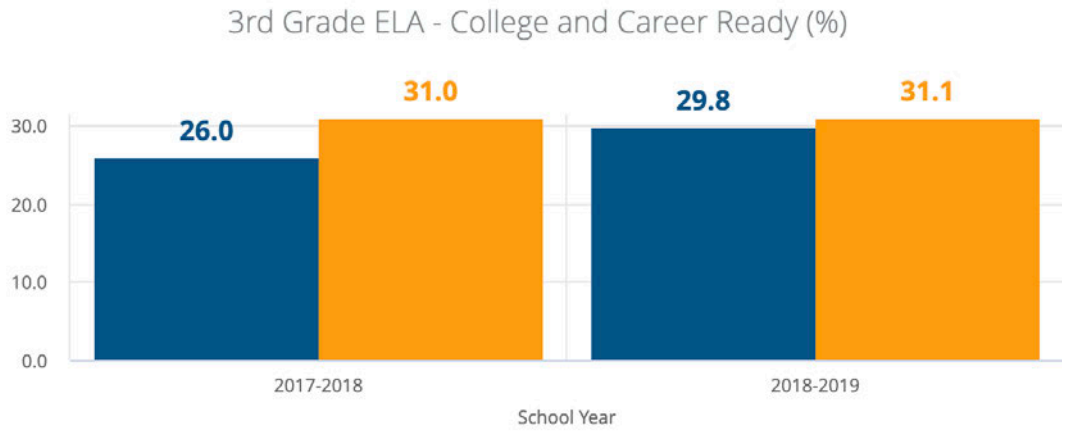
Rocketship PCS – Legacy's Math Proficiency (Overall)



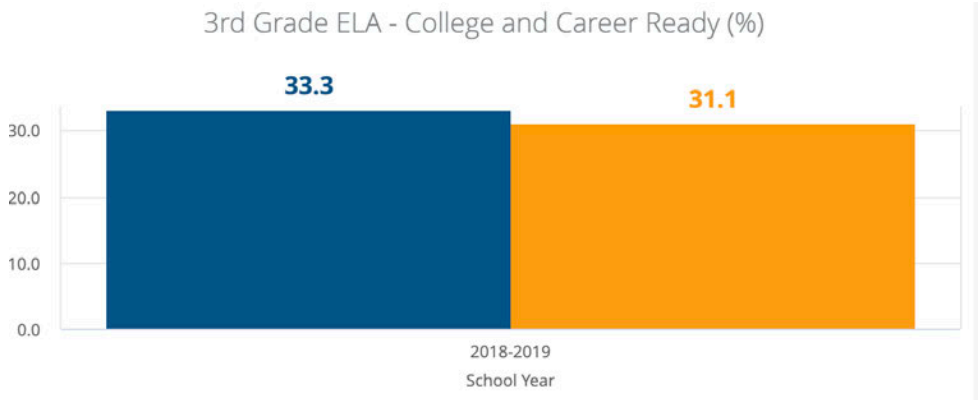
Gateway

The gateway category includes grade-specific measures that predict students' future academic performance, such as reading in third grade, which predicts future academic success. The gateway category specifically reports the percentage of third graders who attended the LEA for at least two years who either earned a score of 4 or above on the PARCC ELA assessment or earned a 3 or above on the Multi-State Alternate Assessment in ELA. The chart below reports the school's third grade ELA performance compared to the sector's third grade ELA performance.

Rocketship PCS – Rise's Gateway Measure



Rocketship PCS – Legacy's Gateway Measure

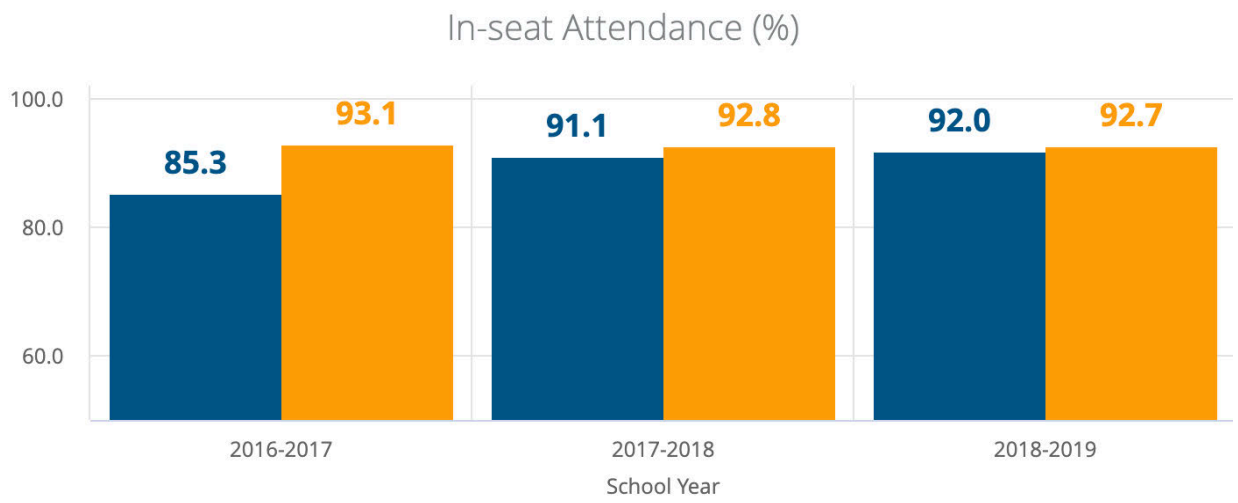


School Environment

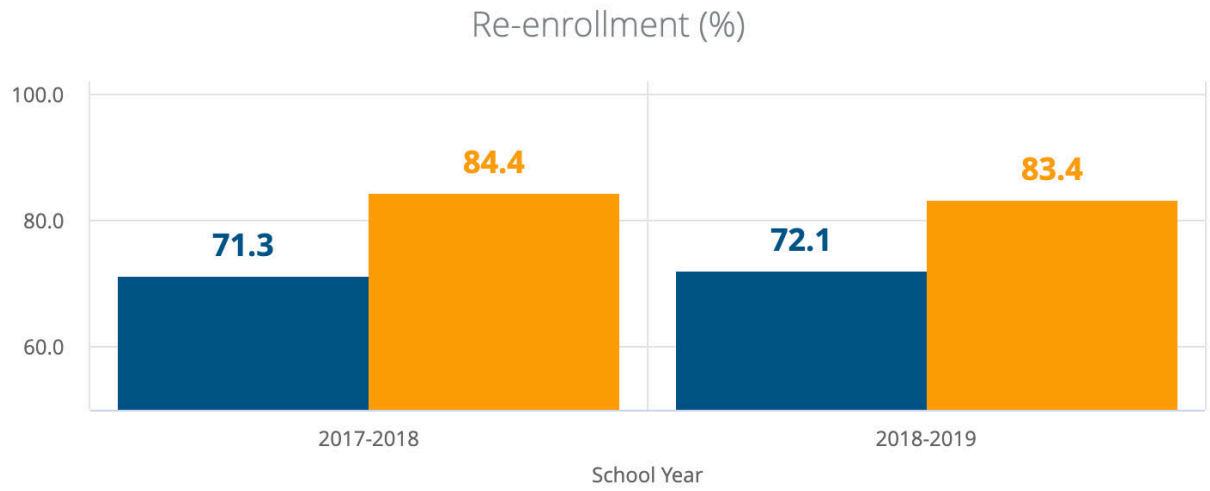
The school environment category includes in-seat attendance (ISA) rates and re-enrollment rates. The ISA rate measures the percentage of students who were present each day. The re-enrollment rate measures the percentage of eligible students who return to the school the following year. Charts detailing the school's performance compared to the sector on each of these measures can be found below. The school environment category also reports on teacher interaction in pre-kindergarten classrooms as measured by the Classroom Assessment Scoring System (CLASS).[32] The school's performance on CLASS each year is displayed in the charts below.

[32] Per the publisher, low CLASS scores are between 1 and 2, mid CLASS scores are between 3 and 5, and high CLASS scores are between 6 and 7. For details, see: https://bit.ly/3j2d1X4.

Rocketship PCS – Rise's ISA

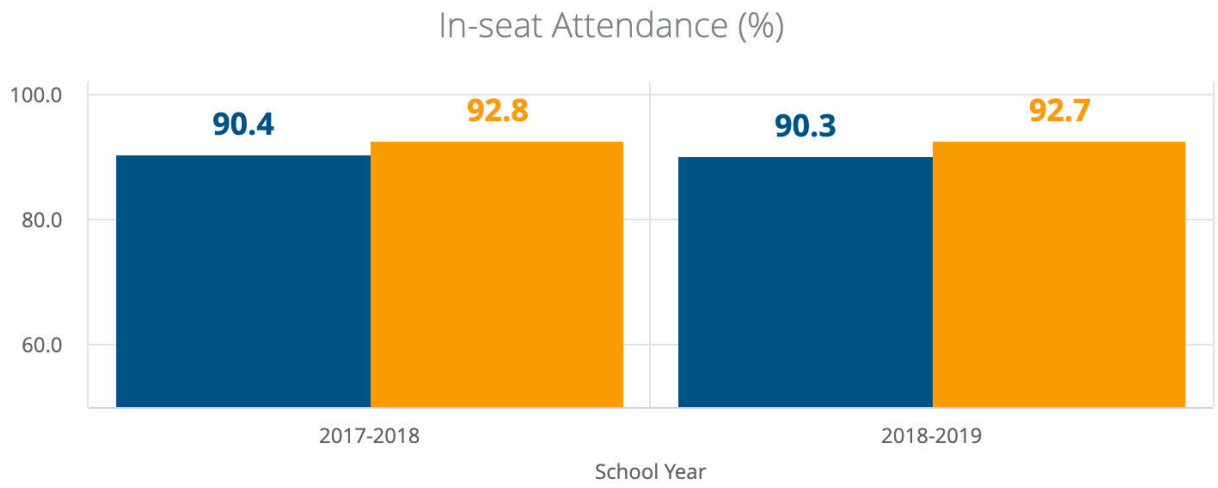


Rocketship PCS – Rise's Re-enrollment

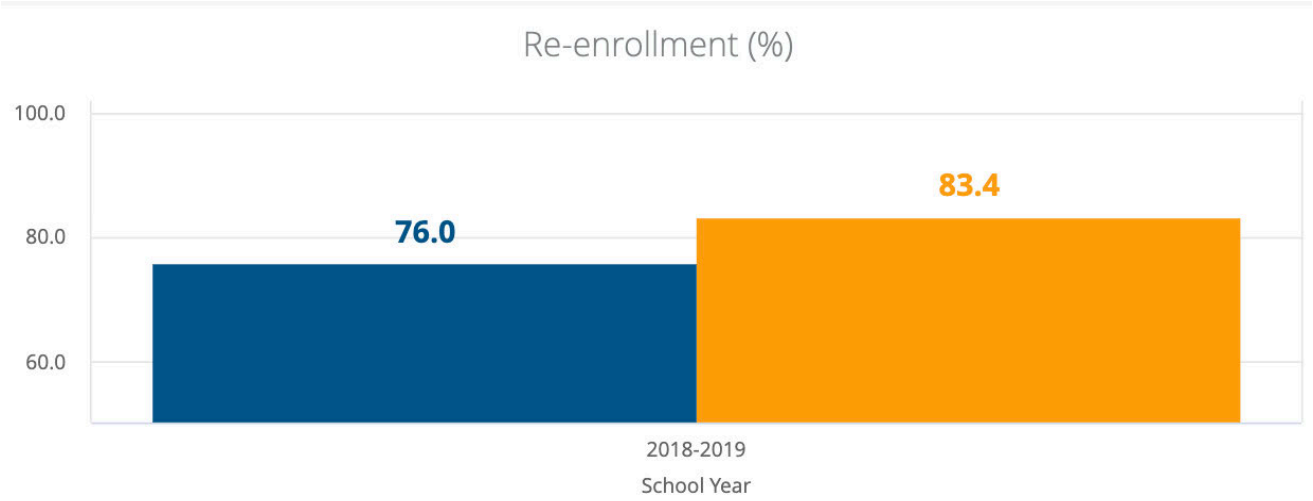


Rocketship PCS – Rise's CLASS

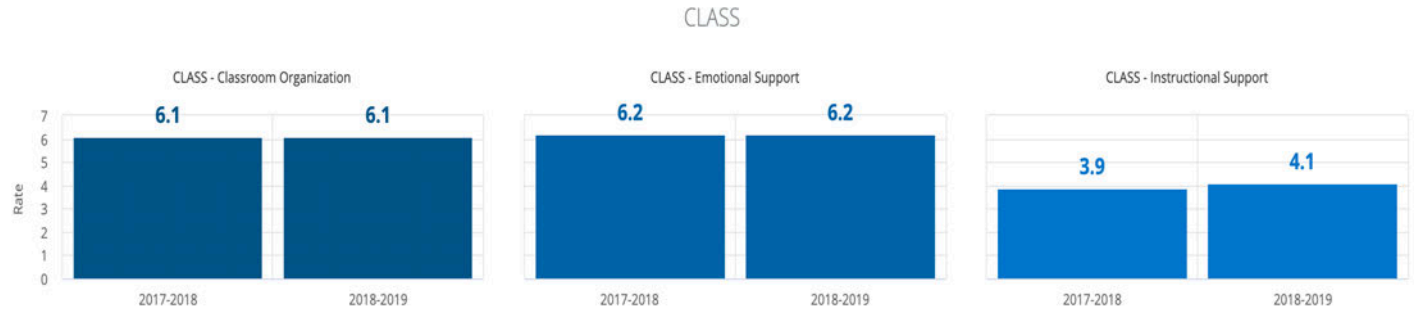
Rocketship PCS – Legacy's ISA



Rocketship PCS – Legacy's Re-enrollment



Rocketship PCS – Legacy's CLASS



Early Childhood Assessments

Each LEA that serves early childhood grades selects its own pre-approved assessments to use with pre-kindergarten (PK) through second grade students. These measures do not factor into the school's PMF score. Rocketship PCS uses the Every Child Ready assessment for its PK Pre-Literacy and PK Math measures.[33] The school uses NWEA MAP (K, 1, 2) for K – 2 literacy and NWEA MAP (K, 1, 2) for K – 2 math.

Rocketship PCS – Rise's PK Pre-Literacy and Math

PK Pre-Literacy

School Year	Assessments	Rate
2016-2017	Every Child Ready (PK3,PK4)	87.3
2017-2018	Every Child Ready (PK3,PK4)	93.6
2018-2019	Every Child Ready (PK3,PK4)	91.9

PK Math

School Year	Assessments	Rate
2016-2017	Every Child Ready (PK3,PK4)	91.5
2017-2018	Every Child Ready (PK3,PK4)	88.5
2018-2019	Every Child Ready (PK3,PK4)	87.8

Rocketship PCS – Rise's K – 2 Literacy and Math

K-2 Literacy

School Year	Assessments	Rate
2016-2017	NWEA MAP (K,1,2)	58.0
2017-2018	NWEA MAP (K,1,2)	53.0
2018-2019	NWEA MAP (K,1,2)	47.0

[33] The floor for these measures is 65, and the target is 100.

K-2 Math

School Year	Assessments	Rate
2016-2017	NWEA MAP (K,1,2)	80.0
2017-2018	NWEA MAP (K,1,2)	71.5
2018-2019	NWEA MAP (K,1,2)	33.5

Rocketship PCS – Legacy's PK Pre-Literacy and Math

PK Pre-Literacy

School Year	Assessments	Rate
2017-2018	Every Child Ready (PK3,PK4)	93.3
2018-2019	Every Child Ready (PK3,PK4)	92.4

PK Math

School Year	Assessments	Rate
2017-2018	Every Child Ready (PK3,PK4)	73.3
2018-2019	Every Child Ready (PK3,PK4)	90.3

Rocketship PCS – Legacy's K-2 Literacy and Math

K-2 Literacy

School Year	Assessments	Rate
2017-2018	NWEA MAP (K,1,2)	73.0
2018-2019	NWEA MAP (K,1,2)	66.0

K-2 Math

School Year	Assessments	Rate
2017-2018	NWEA MAP (K,1,2)	96.0
2018-2019	NWEA MAP (K,1,2)	64.0

Additional Academic Data

Subgroup Academic Data

The academic data below is presented by subgroup. Subgroup academic performance does not individually factor into the school's PMF score, and it does not factor into DC PCSB's charter goals analysis. However, subgroup academic data provides additional context, showing how the school is serving different student populations. The subgroup charts below show the school's academic data in both growth and achievement as compared to the sector average for that subgroup. Subgroup categories with less than 10 test takers are not displayed in the charts below.

Key for Subgroup Data Charts	
Green	Greater than the charter sector average of the same grade band.
Red	Less than the charter sector average of the same grade band.
Grey	Equal to the charter sector average for the same grade band.
∅	The number of test-takers (n-size) is less than 10.

Rocketship PCS – Rise's ELA Growth (MPG) by Subgroup

School Year >	2018-2019	
Student Group	Rate (School)	Rate (Sector)
At Risk	56.0	47.0
Black or African American	58.0	48.0
Female	58.0	53.5
Male	58.0	46.6
Students with Disabilities	37.0	42.5

Rocketship PCS – Rise's Math Growth (MGP) by Subgroup

School Year >	2018-2019	
Student Group ^	Rate (School)	Rate (Sector)
At Risk	49.0	45.0
Black or African American	48.0	46.5
Female	59.0	50.0
Male	34.0	46.5
Students with Disabilities	31.0	43.5

Rocketship PCS – Legacy's ELA Proficiency by Subgroup

School Year >		2018-2019	
Student Group	Measure	Rate (School)	Rate (Sector)
Black or African American	%4+	38.6	31.0
Female	%4+	41.7	43.1
Male	%4+	33.3	28.8
At Risk	%4+	39.4	23.7

Rocketship PCS – Legacy's Math Proficiency by Subgroup

School Year >		2018-2019	
Student Group	Measure	Rate (School)	Rate (Sector)
Black or African American	%4+	37.2	26.8
Female	%4+	41.7	33.2
Male	%4+	30.0	28.9
At Risk	%4+	31.3	20.8

Rocketship PCS – Rise's ELA Proficiency by Subgroup

School Year >		2017-2018		2018-2019	
Student Group	**Measure**	**Rate (School)**	**Rate (Sector)**	**Rate (School)**	**Rate (Sector)**
Black or African American	%4+	**25.4**	28.3	**31.7**	31.0
Female	%4+	**27.8**	39.2	**36.5**	43.1
Male	%4+	**21.6**	26.7	**27.0**	28.8
Students with Disabilities	%4+	**6.7**	5.8	**3.7**	8.4
At Risk	%4+	**17.9**	21.8	**28.6**	23.7

Rocketship PCS – Rise's Math Proficiency by Subgroup

School Year >		2017-2018		2018-2019	
Student Group	**Measure**	**Rate (School)**	**Rate (Sector)**	**Rate (School)**	**Rate (Sector)**
Black or African American	%4+	**28.2**	27.4	**21.4**	26.8
Female	%4+	**30.6**	32.9	**21.6**	33.2
Male	%4+	**24.3**	29.6	**20.3**	28.9
Students with Disabilities	%4+	**13.3**	7.2	**3.7**	8.2
At Risk	%4+	**19.6**	21.3	**17.0**	20.8

Qualitative Site Review (QSR)

DC PCSB uses QSR visits to collect qualitative evidence of the extent to which each school is meeting its mission. DC PCSB also uses QSR visits to assess classroom environment and quality of instruction, as defined in the Charlotte Danielson *Framework for Teaching*.[34] In March 2020, in anticipation of this review, DC PCSB conducted a QSR at Rocketship PCS – Rise and Rocketship PCS – Legacy.[35] After conducting unannounced classroom observations,[36] the QSR team rated the classroom environment and instruction as "unsatisfactory," "basic," "proficient," or "distinguished." The following table reports the percentage of Rocketship PCS – Legacy and Rocketship PCS – Rise classrooms the QSR team rated "proficient" or "distinguished." The table also reports the average rate of comparable charter school classrooms that received "proficient" or "distinguished" ratings during the review period.

[34] Danielson, Charlotte. *The Framework for Teaching: Evaluation Instrument*. Princeton, NJ: Danielson Group, 2013.
[35] See Rocketship PCS's QSR Reports, Appendices B1 and B2.
[36] The QSR team observes 75.0% of a school's core content classes.

	Classroom Environment	Instruction
Rocketship PCS – Rise	70.0%	67.0%
Rocketship PCS – Legacy	88.0%	77.0%
Average score for PK – 8 schools	74.2%	67.7%

The QSR team observed some evidence that Rocketship PCS – Rise's academic program is meeting the school's mission. Teachers had established strong relationships with students and showed interest in students' lives outside of school. Students engaged in learning tasks through a variety of methods. Teachers primarily asked closed-ended questions during classroom discussions and to check for student understanding. The QSR team observed evidence that Rocketship PCS – Legacy's program is meeting the school's mission. Teachers often used open-ended questions to engage students in content-related discussions and to check for student understanding. Student behavior was generally appropriate; however, effective redirection strategies were inconsistent across classrooms.

SECTION TWO: COMPLIANCE WITH CHARTER AND APPLICABLE LAWS

Per the SRA, DC PCSB must determine whether a school has "committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in its charter, including violations relating to the education of children with disabilities."[37] The SRA contains a non-exhaustive list of applicable laws, which DC PCSB monitors in its annual compliance reviews. Since SY 2016 – 17, Rocketship PCS has been compliant with all applicable laws captured in DC PCSB's compliance reviews.[38]

DC PCSB also monitors schools' compliance with the procurement requirements in the SRA, and supports the Office of the State Superintendent of Education (OSSE), as the state education agency (SEA), in its monitoring of compliance with special education laws.

The remainder of this section examines the school's compliance in these two areas over the review period.

Procurement Contracts

D.C. Code § 38-1802.04(c)(1) requires DC charter schools to use a competitive bidding process for any procurement contract valued at $25,000 or more. Within three days of awarding such a contract, schools must submit to DC PCSB all bids received, the contractor selected, and the rationale for which contractor was selected. To ensure compliance with this law, DC PCSB requires schools to report key contract information specifying any qualifying procurement contract that the school has executed.

During the annual reconciliation processes, DC PCSB found that Rocketship PCS properly reported two procurement contract packages during fiscal year (FY) 2017 and zero procurement contracts packages during FY 2018. The low number of procurement contract submissions across these fiscal years was somewhat alarming considering the size of the school.

In July 2018, DC PCSB began implementing a new *Procurement Contract Submission and Conflict of Interest Policy*,[39] which tracks the timeliness of procurement contract submissions. During the FY 2019 reconciliation process, DC PCSB found that the school did not report four procurement contracts. Since then, the school has reported these contracts.

Due to the LEA's history of inconsistent reporting, paired with the low volume of submissions for an LEA of its size, DC PCSB has concerns about the school's historical compliance with procurement contract submission requirements. DC PCSB recommends

[37] D.C. Code § 38-1802.12(a)(3).
[38] See Rocketship PCS's Compliance Reports, Appendices C1 – C4.
[39] See the *Procurement Contract Submission and Conflict of Interest Policy* here: https://bit.ly/2QkQjqn.

that the school revisit its internal processes to ensure compliance and will monitor the LEA closely in this area.

Special Education Compliance[40]

Charter schools are required to comply with all federal and local special education laws, including the Individuals with Disabilities Education Act (IDEA)[41] and Section 504 of the Rehabilitation Act of 1973.[42] As the SEA, OSSE monitors charter schools' compliance with special education laws and shares detailed findings in seven areas captured in the table below.[43]

Of the seven monitored areas,[44] Rocketship PCS was required to take corrective action in two areas during the review period. DC PCSB compared this performance to other DC charter LEAs and, based on this comparison, determined the school had among the highest instances of identified non-compliance. Further information on OSSE's special education compliance findings is reported in the remainder of this section.

OSSE Special Education Compliance Review Areas	Rocketship PCS Compliant All Years of the Review Period	Status of Corrective Action
1. Annual Determinations	Yes	NA
2. On-Site Monitoring	Yes	NA
3. IDEA Procedural Timeliness Monitoring a) Initial Evaluation b) Reevaluation c) Part C to B Transition	No	In Progress
4. Child Find Monitoring	No	Corrected
5. Disproportionate Representation and Significant Discrepancy Review	Yes	NA
6. Significant Disproportionality Review	Yes	NA

[40] See OSSE's Glossary of Special Education Compliance Terms, Appendix D1.
[41] 20 U.S.C. §§ 1400 *et seq*. See 20 U.S.C. § 1413(a)(5).
[42] 29 U.S.C. § 794.
[43] For a description of each review area, see the Special Education Factsheet, Appendix D2.
[44] Schools that do not enroll students who meet the criteria for Secondary Transition Monitoring are exempt from this indicator and are only monitored in seven compliance areas. Students must be 14 years of age or older to be monitored in the area of Secondary Transition; therefore, schools that enroll students 14 and older are monitored in eight compliance areas.

OSSE Special Education Compliance Review Areas	Rocketship PCS Compliant All Years of the Review Period	Status of Corrective Action
7. Hearing Officer Determination and State Complaint Implementation Review	Yes	NA

1. Annual Determinations[45]
   Each year, OSSE analyzes each LEA's compliance with special education requirements and publishes its findings in an Annual Determination report. As the table below shows, Rocketship PCS received a "Meets Requirements" designation in its 2016, 2017, and 2018 Determinations.

Year	Percent Compliant with Audited Special Education Federal Requirements	Determination Level
2016	93.0%	Meets Requirements
2017	90.0%	Meets Requirements
2018	87.8%	Meets Requirements

2. On-Site Monitoring Report
   OSSE conducts on-site monitoring visits at select LEAs to determine whether they are compliant with federal and local laws and regulations (including special education and related service requirements). To date, Rocketship PCS not been flagged for an on-site review in the last four years.

3. IDEA Procedural Timeliness
   OSSE monitors schools in three areas related to the timeliness of creating and maintaining compliant Individualized Education Programs (IEPs) for students: Initial Evaluation, Reevaluation, and Part C to B Transition.

   Initial Evaluation[46]
   An initial evaluation is a process used to determine whether a student has a disability and, if so, the nature and extent of the special education and related services the student needs. Rocketship PCS was flagged for noncompliance for not adhering to the required timeline for initial evaluation during the following school years:
   - SY 2019 – 20 Q3 and Q4 (January 1, 2019 – June 30, 2019)
   - SY 2019 – 20 Q1 (July 1, 2019 – September 30, 2019)

[45] See Rocketship PCS's Annual Determination Reports, Appendix E.
[46] See Rocketship PCS's Initial Evaluation Reports, Appendices F1 – F4.

- SY 2019 – 20 Q2 (October 1, 2019 – December 31, 2019)
- SY 2019 – 20 Q3 (January 1, 2020 – March 31, 2020)

For comparison, over the past four years, Rocketship PCS performed better than 10.9% of LEAs, receiving a finding in four reporting periods out of the 14 applicable reporting periods.[47] OSSE confirms that the SY 2019 – 20 findings are in progress and are not yet due for correction.

Reevaluation[48]
A reevaluation is used to determine whether a student with an identified disability still has a disability. Schools must conduct a reevaluation for each student with a disability once every three years. Rocketship PCS was flagged for noncompliance for not adhering to the required timeline for reevaluation during the following school years:

- SY 2018 – 19 August 2018 (April 1, 2018 – June 30, 2018)
- SY 2019 – 20 Q2 (October 1, 2019 – December 31, 2019)
- SY 2019 – 20 Q3 (January 1, 2020 – March 31, 2020)

For comparison, across the last four years, Rocketship PCS performed better than 75.0% of LEAs, receiving a finding in three reporting periods out of the 16 applicable reporting periods.[49] OSSE confirms that the school has addressed the SY 2018 – 19 findings, and SY 2019 – 20 findings are not yet due for correction.

Part C to B Transition
Part C to B Transition refers to transitioning children who receive early intervention services in IDEA Part C (birth through age two) to IDEA Part B special education services (age 3 to 21) by the child's third birthday. Rocketship PCS has not been flagged for noncompliance for Part C to B Transition timeliness in the last four school years.

4. Child Find Monitoring Report[50]
   Child Find is a set of policies, procedures, and public awareness activities designed to locate, identify, and evaluate students who may require special education and related services. In SY 2018 – 19 and onwards, OSSE began conducting two separate Child Find reviews: one for the entire special education population at the school, and one focused on the 3 to 5-year-old special education population. Rocketship PCS was reviewed and flagged for Child Find noncompliance in school years 2018 – 19 and 2019 – 20, as shown in the table below.

[47] Out of the 14 total reporting periods, the LEA with the highest number of reporting periods with a finding for Initial Evaluation timeliness has six.
[48] See Rocketship PCS's Reevaluation Reports, Appendices G1 – G3.
[49] Out of the 16 total reporting periods, the LEA with the highest number of reporting periods with a finding for Reevaluation timeliness has 13.
[50] See Rocketship PCS's Child Find Focused Monitoring Reports, Appendices H1 and H2.

Year	Special Education Population Monitored	Percentage Identified	Corrective Action Required	Corrected?
2018	3 to 5-year-olds	4.6	No action required	NA
2019	3 to 5-year-olds	4.1	Submit policy	Yes
			Participate in a webinar	Yes
			Receive technical assistance	Yes

For comparison, during SY 2018 – 19, 79.0% of charter LEAs were flagged for an identification rate lower than the 8.5% threshold for their 3 to 5-year-old special education population.[51] During SY 2019 – 20, 100% of charter LEAs that have a 3 to 5-year-old population were flagged for an identification rate lower than the 8.5% threshold and were required to take corrective action. OSSE confirms that the LEA addressed all SY 2019 – 20 required corrective action steps.

5. Disproportionate Representation Review
   OSSE annually reviews whether LEAs have overidentification or disproportionate representation by race and ethnicity of their identified students with disabilities. In the last four review periods, OSSE determined Rocketship PCS does not have disproportionate representation.

6. Significant Discrepancy Review
   OSSE annually reviews LEAs' rates of suspension and expulsion for students with disabilities as compared to their non-disabled peers. In the last four review periods, OSSE determined that Rocketship PCS does not have significant discrepancy.

7. Significant Disproportionality Review
   OSSE annually reviews LEAs for significant disproportionality based on race or ethnicity in an LEA with respect to the identification of children as children with disabilities, the identification of children in specific disability categories, the placement of children with disabilities in particular educational settings, or the taking of disciplinary actions. In the last four review periods, OSSE determined that Rocketship PCS does not have significant disproportionality.

[51] As a result of a case in the US Court of Appeals for the District of Columbia, *D.L. v. The District of Columbia*, the District must ensure at least 8.5% of 3 to 5-year-old children who reside in or are wards of the District are "enrolled" in special education and related services (Part B services). For details, see: https://bit.ly/2EnRn0o.

8. Hearing Officer Determination (HOD) Implementation Review
   Parents of students with disabilities may file complaints with OSSE as it relates to student-specific issues and systemic issues. Student-specific complaints are known as due process complaints, and systemic complaints are known as state complaints. When necessary, OSSE conducts hearings to resolve disagreements identified via parent complaint. OSSE issues a written HOD after each due process hearing, detailing its findings along with any actions the LEA must fulfill. OSSE then oversees the timely implementation of actions required by HODs. As of the date of this report, no HODs have been issued against Rocketship PCS during the review period.

SECTION THREE: FISCAL MANAGEMENT AND ECONOMIC VIABILITY[52]

Per the SRA, DC PCSB must revoke a school's charter if DC PCSB determines that the school:

- Has engaged in a pattern of nonadherence to generally accepted accounting principles (GAAP);
- Has engaged in a pattern of fiscal mismanagement; and/or
- Is no longer economically viable.[53]

DC PCSB assessed Rocketship PCS's financial performance by reviewing the previous three years of audited financials and DC PCSB's Financial Analysis Review (FAR) reports, dating from FY 2017 through FY 2019.[54] DC PCSB also reviewed the school's unaudited financials for FY 2020 and incorporated this data when relevant. For the purpose of this report, DC PCSB used the FY 2019 FAR Report's benchmarks to assess the school's financial strength. These ranges were established where the upper end of the range was the "target" for financial performance, and the lower end was the "floor." Schools performing at or above the targets are determined to be in a strong financial position for the specific metric being assessed. When a school's metrics fall below the targets, DC PCSB reviews the metrics collectively to identify and assess financial risks. Further, DC PCSB reviews metrics that fall below the floor to determine whether they pose imminent financial concerns. DC PCSB assesses the school's financial condition holistically in order to determine whether operations are adequately managed, sustainable, and economically viable.

Key for Fiscal Management and Economic Viability Charts	
Black Text	Within an average, financially healthy range based on the FAR and general finance principles.
Red Text	Falling within a range which is cause for concern based on the FAR and general finance principles. Though this does not necessarily show fiscal mismanagement on the part of the school, it indicates that this specific measure fell below the targets that DC PCSB considers financially sound.

Summary of Findings

Rocketship PCS has demonstrated adequate fiscal performance. Its financial audits confirm the school has adhered to GAAP. In two of the three years in which the school has completed financial audits, at least one material weakness was identified, indicating that the internal control environment needs strengthening. There is no indication, however, that the school has engaged in a pattern of fiscal mismanagement. The financial strength of the school's CMO, Rocketship Education, helps to ensure the school's financial sustainability.

[52] Each percentage in Section Three of this report has been rounded to the nearest whole percentage.
[53] See D.C. Code § 38-1802.13(b).
[54] See Rocketship PCS's FAR Reports, Appendices I1 – I3.

Rocketship PCS has strong liquidity, with a current ratio of 3.1 and 77 days of cash on hand. It is, however, highly leveraged, with a debt ratio of 1.7 and negative net assets of ($3M). In FY 2020, the school generated an operating surplus as it began operating at full capacity. To the extent that the school continues to add grades and realize the benefits of scale, it is likely that it will be financially sustainable with continued forbearance and rent deferrals from its related parties.

Financial Overview

The following table provides an overview of Rocketship PCS's financial information between FY 2017 and FY 2020. Rocketship PCS's enrollment has grown 196% since the school opened in SY 2017. Between FY 2017 and FY 2020, the school's revenue grew by 184%. The school generated operating deficits in its first three years of operation as it operated below capacity, which turned to an operating surplus in FY 2020. The operating deficits have resulted in a Negative Net Asset Position of $3M. The school is highly leveraged, with financing certain payables and deferred rent to related organizations. The school is financially sustainable to the extent that related parties continue to provide this financing.

Financial Highlights ($ in 000s)				
	2017	**2018**	**2019**	**2020***
Enrollment Ceiling	650	1,300	1,300	1,300
Audited Enrollment	441	633	1,084	1,306
Total Revenue	$10,098	$15,308	$23,528	$28,683
Surplus/(Deficit)[55]	($806)	($630)	($1,316)	$254
Unrestricted Cash Balances	$2,020	$2,454	$3,966	$5,988
Number of Days of Cash on Hand[56]	68	56	58	77
Net Asset Position[57]	($1,335)	($1,965)	($3,281)	($3,027)
Primary Reserve Ratio[58]	(12%)	(12%)	(13%)	(10%)

*FY 2020 financial data represents metrics calculated from unaudited financial statements provided by the LEA

Fiscal Management

Based upon DC PCSB's assessment of the school's liquidity, debt burden, and cost management, the school has shown evidence of adequate fiscal management, though performance should improve in a number of areas. Specifically, while liquidity is strong, the

[55] Surplus / (Deficit) is total revenue minus total expenses.
[56] Number of Days of Cash on Hand equals unrestricted cash and cash equivalents divided by daily operating expenses (which equals annual operating expenses divided by 365 days). It is a measure of the school's ability to pay debts and claims as they come due.
[57] Net Asset Position equals total assets minus total liabilities.
[58] Primary Reserve Ratio equals total net assets, less intangible assets, divided by total annual expenses.

school has extremely high debt leverage, with accounts payable to related parties of $7.1M at the end of FY 2019 ($3.3M in management fees payable to Rocketship Education, the school's CMO, and $3.8M in deferred rent to Launchpad Development One, a related organization). The school's Occupancy Expenses are relatively high, but the expenses are declining as the school reaches full capacity. Finally, as noted above, the internal control environment needs strengthening. These areas are discussed further below.

Liquidity

Liquidity						
	Floor	**Target**	**2017**	**2018**	**2019**	**2020***
Current Ratio	0.9	1.0	5.4	3.8	3.2	3.1
Days of Cash on Hand	15	45	68	56	58	77

*FY 2020 financial data represents metrics calculated from unaudited financial statements provided by the LEA

Liquidity refers to the school's ability to meet its immediate financial obligations. DC PCSB measures liquidity by assessing two metrics—the Current Ratio and Days of Cash on Hand—as well as considering the school's solvency.

Current Ratio: The current ratio divides a school's current assets by its current liabilities. "Current" means being available or coming due within the next year. The school's current ratio has consistently been well above the target of 1.0, meaning the school has the means to meet obligations that will come due in the next year.

Days of Cash on Hand: This measure approximates how many days of expenses a school can meet with the cash it has in the bank. Typically, DC PCSB recommends 45 days of cash or more; we consider this the target. Fewer than 15 days of cash is a liquidity concern; DC PCSB considers this the floor of acceptable performance. Similar to current ratio, this measure has consistently been well above DC PCSB's target.

Solvency: The final measure of liquidity is solvency, which considers the school's overall ability to pay outstanding obligations, including amounts due to vendors, employees, and lenders if the school's charter were to be revoked or non-renewed. DC PCSB reviewed Rocketship PCS's 2019 audited financial statements as well as the CMO's 2018 Form 990 to assess the risk to third parties in the event of school closure. Because the vast majority of the school's payables are to related parties (Rocketship Education and Lauchpad Development One, LLC, an entity formed to support Rocketship Education), DC PCSB expects the school would be able to meet its operating obligations, including estimated closure costs, to unrelated vendors and employees. Moreover, Rocketship Education's significant resources reduce DC PCSB's concerns regarding Rocketship PCS's solvency.

Debt Burden

Debt Burden					
	Floor	**Target**	**2017**	**2018**	**2019**
Debt Ratio	0.9	0.5	1.5	1.5	1.7
Debt Service Coverage Ratio	1.0	1.2	NA	NA	NA

DC PCSB reviews two ratios related to debt management—the debt ratio and the debt service coverage ratio. While Rocketship PCS has no long-term debt, its significant payables to related parties are reflected in an extremely high debt ratio.

Debt Ratio: This metric measures the extent to which a school relies on borrowed funds to finance its operations. As such, a lower metric implies that the school's operations are financed by a relatively low amount of debt compared to its assets. DC PCSB recommends a debt ratio of 0.5 or below; DC PCSB considers this the target. A ratio greater than the 0.9 floor could present a long-term concern. Rocketship PCS has a debt ratio of 1.7, with liabilities well in excess of assets. The risk of this high level of leverage is mitigated to the extent that the vast majority of liabilities are payables to related parties that continue to support the school.

Debt Service Coverage Ratio: The debt service coverage ratio compares a school's current year's operating surplus with the interest and principal due on its debt. A high ratio implies sufficient resources were available for debt service, while a low ratio indicates a potential challenge for a school to service its debt. Since Rocketship PCS has no long-term debt, this measure is not applicable.

Cost Management

Components of Expenses			
	2017	**2018**	**2019**
Direct Student Costs	$3,811,296	$4,540,152	$7,831,694
General Expenses	$1,277,049	$2,471,067	$3,761,587
Occupancy Expenses	$3,190,985	$4,542,405	$5,865,348
Salaries and Benefits	$2,624,028	$4,384,355	$7,385,624

As a Percent of Expenses				
	2017	**2018**	**2019**	**FY19 Sector Median**
Salaries and Benefits	24%	28%	30%	61%
Direct Student Costs	35%	28%	32%	10%

As a Percent of Expenses				
	2017	**2018**	**2019**	**FY19 Sector Median**
Occupancy Expenses	29%	29%	24%	17%
General Expenses	12%	16%	15%	11%

The tables above provide an overview of the school's expenses over the review period. The allocation of expenses differs significantly from the median for all DC charter schools in two respects: First, Salary and Benefits are less than half of the proportion of total expenses than the median level (30% vs. 61%), while Direct Student Costs are nearly three times the level of the median for all charter schools (32% vs. 10%). This is because Rocketship PCS contracts much of its instructional staff from Rocketship Education. When Salaries and Benefit Expense and Direct Student Costs are combined, the combination of these categories as a percent of expenses is more in line with the median for all charter schools. Second, the school's Occupancy Expenses have been well above the median for all charter schools. The proportion of expenses devoted to occupancy has declined as enrollment has increased. This expense remains, however, relatively high.

Internal Controls

At the highest level, internal controls are processes assuring achievement of an organization's objectives in operational effectiveness and efficiency, reliable financial reporting, and compliance with laws, regulations, and policies.

Audits of Rocketship PCS establish that the school has adhered to GAAP. The school's auditors issued unmodified audit opinions for all years during the review period. The auditors' findings did include material weaknesses in internal controls over financial reporting in FY 2018 and FY 2019. In FY 2018, the school entered into a new lease agreement but failed to change the amortization of the agreement for a lease amendment because the amendment remained unsigned. The school corrected this error, but there was a new finding related to the proper accounting treatment for leases and deferred rent in FY 2019 when the school failed to amortize its deferred rent when it signed the new lease agreement with Launchpad Development One. The school has remediated this issue as well. While these findings did not prevent the auditors from issuing an opinion that the school's financial statements were in compliance with GAAP, they do indicate a need to strengthen the internal control environment. The FY 2019 audit report commented that internal controls were strengthened from the prior fiscal year.

Internal Controls			
	2017	**2018**	**2019**
Modified Statement Opinion. The auditor issues an opinion letter on the basic financial	No	No	No

Internal Controls			
	2017	**2018**	**2019**
statements. An *unmodified* opinion means the auditor is satisfied professionally that the statements present fairly the financial position of the school and the results of operations. Should there be areas of doubt, the opinion may be *modified, adverse*, or *disclaimed*.			
Material Weakness. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the school's financial statements will not be prevented, or detected, and corrected in a timely manner.	No	Yes	Yes
Statement Non-Compliance. The auditor tests for compliance with certain provisions of laws, regulations, contracts, and grant agreements. Non-compliance could have a direct and material effect on the determination of financial statement amounts.	No	No	No
Modified Program Opinion (Uniform Guidance). When expenditures of federal funds are greater than $750,000, the auditor performs an extended review and issues an opinion letter on compliance with the requirements of laws, regulations, contracts, and grants applicable to each of the school's major federal programs. A *modified opinion* indicates instances of non-compliance.	No	No	No
Program Material Weakness (Uniform Guidance). In planning and performing the audit of major federal programs, the auditor considers internal control over compliance with the requirements of applicable laws, regulations, contracts, and grants. A material weakness in internal control indicates that there is a reasonable possibility of material non-compliance with a requirement of a federal program that will not be prevented, or detected and corrected, on a timely basis.	No	No	No

Internal Controls			
	2017	**2018**	**2019**
Findings & Questioned Costs. The auditor discloses audit findings that are important enough to merit attention by those charged with governance, with documentation of corrective action plans noting the responsible party.	0	0	0
Unresolved Prior Year Findings. The auditor discloses prior year audit findings that have not been corrected.	0	0	0
Going-Concern Issue. The auditor indicates that the financial strength of the school is questioned.	No	No	No
Debt-Compliance Issue. The audit discloses that the school was not in compliance with certain debt covenants. A debt-compliance issue may prelude insolvency.	No	No	No

Economic Viability

Economic viability can be assessed by considering earnings, cash flows, reserves, and trends in both enrollment and revenue. Rocketship PCS just began to generate a surplus in FY 2020, and it has negative reserves. Enrollment and revenue trends, however, are extremely strong. The risk of a currently weak financial position is mitigated both by the school's ability to attract and retain students and by the financial health of its CMO, Rocketship Education.

Economic Viability ($ in 000s)					
	Floor	**2017**	**2018**	**2019**	**2020***
Earnings before Depreciation and Amortization	<$0	($806)	($630)	($1,316)	$254
Surplus/(Deficit)	<$0	($806)	($630)	($1,316)	$254

*FY 2020 financial data represents metrics calculated from unaudited financial statements provided by the LEA

Earnings and Operating Cash Flow

One measure of economic viability is whether a school runs a surplus or, put simply, whether revenues exceed expenditures. While healthy schools can occasionally run deficits, in most years they do not. Earnings before Depreciation and Amortization (EBDA) removes

major non-cash items from the earnings calculation and is an indicator of whether the school has generated positive cash surpluses for the year. Rocketship PCS generated operating deficits and negative EBDA in its first three years of operations. It is not unusual for a new school to have deficits in its early years. As the school opens its new campus in FY 2021, however, operating deficits may continue until the building reaches capacity. Reliance on financing of operating deficits by related parties is likely to continue.

Earnings and Operating Cash Flow ($ in 000s)						
	Floor	**Target**	**2017**	**2018**	**2019**	**2020***
Net Asset Position	$0	NA	($1,335)	($1,965)	($3,281)	($3,027)
Primary Reserve Ratio	0%	25%	(12%)	(12%)	(13%)	(11%)

*FY 2020 financial data represents metrics calculated from unaudited financial statements provided by the LEA

Net Asset Position

Net Asset Position measures a school's assets less its liabilities. DC PCSB would be concerned with net assets reserves below zero. Because of operating deficits in its first years of operation, Rocketship PCS has a negative Net Asset Position of $3M in FY 2020, of which $3.3M is payable to Rocketship Education. This would be an area of concern if Rocketship PCS were a standalone school, but it is not a concern since the school's CMO, Rocketship Education, had a net asset position of $29M at the end of FY 2018 and, Section 8.d. of the Network Services Agreement with Rocketship Education defers the obligation of making payments to Rocketship Education until there is sufficient cash and the making of such payment(s) would not provide an undue financial burden to the school.

Primary Reserve Ratio

The Primary Reserve Ratio divides net assets by a school's total expenses to measure net assets relative to the size of the school. Similar to the Net Asset Position, while the school's Primary Reserve Ratio is negative, this is not an area of concern because of the strength of the CMO.

Enrollment and Revenue Trends

The final measures of economic viability are trends in enrollment and revenues. Enrollment trends provide information about a school's ability to attract students and receive DC and Federal funds for operations. Stable or increasing enrollment and revenue indicate that a school is likely to remain financially viable, barring extraordinary circumstances.

Enrollment Over Time ($ in 000s)				
	2017	**2018**	**2019**	**2020***

Enrollment Ceiling	650	1,300	1,300	1,300
Enrollment	441	633	1,084	1,306
Growth in Enrollment	NA	44%	71%	20%
Total Revenue	$10,098	$15,308	$23,528	$28,683
Growth in Revenues	NA	52%	54%	22%

*FY 2020 financial data represents metrics calculated from unaudited financial statements provided by the LEA

Rocketship PCS has grown its enrollment from 441 in its first year of operation to 1,306 just three years later, an increase of 196%. At the same time, revenue has increased 184%, roughly commensurate with the growth in enrollment. These metrics indicate that the school is likely to remain financially viable.

Appendix 1

Rocketship Education D.C.

Charter Application

Submitted to District of Columbia Public Charter School Board
November 16, 2012

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Applicant Information Sheet

Experienced Operator

Request for Approval

This application is a request to establish and operate a Public Charter School as provided in the District of Columbia School Reform Act of 1995, as amended

Name of Proposed Charter School: Rocketship Education D.C. (names of individual schools will be determined post-approval)

Name of Entity Applying for Charter Status in D.C.: Rocketship Education

Contact Person: Kristoffer Haines

Address: 350 Twin Dolphin Drive Ste 109, Redwood City, CA 94065

Daytime Telephone: (512) 906-9803 E-mail: khaines@rsed.org

Name of Person Authorized to Negotiate: Kristoffer Haines
(Must be member of founding group and not serving as a consultant or affiliated with an educational service provider.)

Authorized Signature: _____

Proposed Start Date: Fall 2015, though region would still need to be green-lit by Rocketship Education National Governing Board of Directors

Proposed Year 1Budget: 9 million

Start Up Information

Year One Enrollment: From age/grade: K to age/grade: 5 Number of students: appx 630

Year Five Enrollment: From age/grade: K to age/grade: 5 Number of students: appx 5,040

Enrollment at Capacity: From age/grade: K to age/grade: 5 Number of students: appx 5,040

Note: Rocketship D.C. intends to open 8 campuses within 5 years. Each campus will open at full-enrollment. These numbers reflect the Rocketship D.C. total enrollment numbers

Proposed location of school (address or area of city): Precise location yet to be determined, but likely Wards 7 and/or 8

Name(s) of Organization(s) Involved in Planning (if applicable): N/A

Name of Educational Service Provider (if applicable): N/A

LEA Status: Will the school elect to be treated as a Local Education Agency (LEA) for purposes of Part B of the IDEA and Section 504 of the Rehabilitation Act of 1973? x Yes ☐ No

Pending Applications: Do you have applications pending in other states? x Yes ☐ No

If so, list the locale(s): Chicago, IL and Detroit, MI

Executive Summary

School Type, Model, and Enrollment
Rocketship Education D.C. (RSDC) intends to open elementary charter schools in traditionally under-served communities in D.C. Each school projects a total enrollment of 630 students and will open serving kindergarten through fifth grade. The Rocketship Public School Model combines traditional classroom instruction with blended learning, which enables highly individualized instruction through online adaptive technology and tutors; a parent engagement strategy that allows for advocacy on behalf of all children and their education; and a leadership development program that creates sustainable careers for highly effective educators.

Mission Statement
Rocketship Education D.C. will eliminate the achievement gap by graduating our students at or above grade level in Language Arts and Math.

Vision
RSDC seeks to create a future in which thousands of children from D.C. have graduated from four-year colleges and return to their communities in D.C. to eradicate the last traces of the achievement gap. In order to achieve this vision, we seek initial approval of eight schools to open over five years, based on a performance contract that is mutually agreed upon with the D.C. Public Charter School Board.

Education Philosophy
The goal of Rocketship Education D.C. (RSDC) is to provide an environment in which children will develop into confident, self-motivated, competent, productive and lifelong learners. Vested with these skills, these children will become responsible young adults. Students will possess the habits, skills, and confidence necessary to succeed in school and beyond, as contributing citizens of the 21st century.

Specifically, RSDC believes that an educated person in the 21st Century should possess the academic and life skills listed below. Each Rocketship Charter School seeks to impart these skills by the time that a student has completed the Rocketship Education program.

Academic Skills
Critical Thinking: the set of skills required to succeed at higher levels of Bloom's taxonomy, including the analysis of data, synthesis of information and evaluation of arguments.

Problem Solving: building on a foundation of strong critical thinking, problem solving involves using insight and creativity to solve complex problems such as applying familiar strategies in multiple or unfamiliar contexts.

Meta-Cognition: the ability and disposition to explore the thinking and learning process, explain how and why a particular strategy was chosen, and to explain the rationale behind a particular viewpoint, including supporting one's claims with evidence.

Life Skills
Sense of Self: an understanding of one's own strengths, abilities, emotions, and identity that contribute to positive self-esteem and a sense of purpose.

Relationship and Social Skills: understanding and appreciating the emotions and perspectives of others and developing positive relationships among diverse groups, including peers and adults; developing the ability to cooperate effectively, resist social pressure, resolve conflicts and seek help appropriately.

Commitment to Learning: pursuing goals and taking responsibility for self-development academically, socially, and emotionally; having a sense of curiosity, interest and involvement in learning and advocating for one's own learning at Rocketship and beyond.

Academic Goals

In order to attain our mission, Rocketship schools maintain high-expectations for all students. Each school strives to ensure that all students make at least 1.5 years of growth towards proficiency in reading and language-arts and attain grade level proficiency in math and science. By setting and attaining these ambitious goals, we ensure that all Rocketeers graduate fifth grade with the knowledge, skills, and mindset of high achievement that will place them on a path to college and lifetime of success.

Demonstrated Capacity

Rocketship Education (RSED) was founded in 2006 in San Jose, California, to promote the mission, vision and educational philosophy of a national network of high-performing charter schools. The Rocketship Education Public School Model will bring the effective and proven model of blended learning instruction to students in D.C., in order to collaborate with communities to eliminate the achievement gap in D.C. As a partner with D.C. Public Charter School Board, our founding team is excited to bring innovative, high-quality options to high-need areas throughout the city.

Currently, Rocketship Education has seven elementary schools in San Jose, California. With a network Academic Performance Index (API) of 855, Rocketship is California's top performing school system serving low-income students. The founding group's collective capacities in school leadership, governance, curriculum, business management, and parent and community engagement has fostered dramatic results for at-risk students in California. In order to realize Rocketship's mission to eliminate the achievement gap, the founding group is energized by the opportunity to open and operate high-performing Rocketship schools in D.C. Local community and civic leaders will be recruited to join the Rocketship Education D.C. Board to ensure that the specific needs of the communities our schools serve are being met.

In order to eliminate the achievement gap in D.C., we believe that RSDC must scale quickly, yet with a focus on quality. D.C. has been identified as a target city due to the widespread educational disparities that exist between students from low-income communities and their higher-income peers.

In order to bring Rocketship's Public School Model to D.C., RSDC must establish a regional structure that is financially sustainable as well as operationally efficient and effective. We intend to open a minimum of eight elementary (K-5) charter schools in D.C., which will enable regional collaboration and sharing of resources in order to bring the highest quality education to the students each school serves. In order to build a solid foundation for our regional cluster in D.C., we have developed a strategic plan that involves opening schools systematically to ensure both high quality and significant impact in the community. RSDC plans to open its first school in the fall of 2015 in D.C. Detailed plans of our regional structure and expansion plans can be found in sections A.1 and B.5.

A

A. Educational Plan

1. *Mission and Purpose of the Proposed Public Charter School*

Mission and Philosophy
Rocketship Education D.C. (RSDC) will eliminate the achievement gap by graduating our students at or above grade level in Language Arts and Math.

The Rocketship Public School Model combines traditional classroom instruction with blended learning, which enables highly individualized instruction through online adaptive technology and tutors in order to meet the needs of all students, including those with disabilities or who are English Language Learners; a parent engagement strategy that allows for advocacy on behalf of all children and their education; and a leadership development program that creates sustainable careers for highly effective educators.

Closing the achievement gap at a national level depends on building, executing, and scaling a revolutionary school model that encompasses the following initiatives:

- **Innovate**: Leverage blended learning to deliver exceptional and enduring academic results for students to emerge with the skills and characteristics necessary for success in college and life.
- **Empower**: Foster deep parental engagement and ongoing advocacy for their children and to expand educational opportunities for all students.
- **Lead**: Elevate the professions of teaching and school leadership by enabling high-level work with students and families in a sustainable, highly rewarding manner with commensurate compensation.
- **Impact**: Use resources efficiently so that we can scale effectively in high-need areas across the country, opening clusters of schools that offer a holistic education and serve all students without necessitating philanthropy.

The goal of RSDC is to provide an environment in which children will develop into confident, self-motivated, competent, productive, and lifelong learners. Vested with these skills, these children will become responsible young adults. Students will possess the habits, skills, and characteristics necessary to succeed in school and beyond, as contributing citizens of the 21st century. Specifically, RSDC believes that an educated person in the 21st Century should possess the academic and life skills listed below. Each Rocketship Charter School seeks to impart these skills by the time that a student has completed the Rocketship Education program.

Academic Skills
Critical Thinking: the set of skills required to succeed at higher levels of Bloom's taxonomy, including the analysis of data, synthesis of information and evaluation of arguments.

Problem Solving: building on a foundation of strong critical thinking, problem solving involves using insight and creativity to solve complex problems such as applying familiar strategies in multiple or unfamiliar contexts.

Meta-Cognition: the ability and disposition to explore the thinking and learning process, explain how and why a particular strategy was chosen, and to explain the rationale behind a particular viewpoint, including supporting one's claims with evidence.

Life Skills

Sense of Self: an understanding of one's own strengths, abilities, emotions, and identity that contribute to positive self-esteem and a sense of purpose.

Relationship and Social Skills: understanding and appreciating the emotions and perspectives of others and developing positive relationships among diverse groups, including peers and adults; developing the ability to cooperate effectively, resist social pressure, resolve conflicts and seek help appropriately.

Commitment to Learning: pursuing goals and taking responsibility for self-development academically, socially, and emotionally; having a sense of curiosity, interest and involvement in learning and advocating for one's own learning at Rocketship and beyond.

How Learning Best Occurs

Every child possesses a wide range of learning skills. RSDC believes that learning best occurs when students are taught a comprehensive curriculum through innovative instructional design that promotes learning in a challenging and exciting way, and most importantly when students are taught to love reading and become proficient readers (Walberg, 1981).

The unique RSDC culture is fostered from the beginning of each school year as a RSDC staff member makes a home visit to every RSDC family. These home visits are incredibly powerful and ensure that a positive relationship is created between the families and RSDC staff. To express his/her level of commitment to the RSDC mission and support of the RSDC culture, every parent or guardian of a Rocketeer signs a letter committing to these RSDC values with the Principal. Once the relationships between teachers and families are established through home visits and parent commitments, the RSDC staff is able to continue this personal flow of information with each family throughout the year to ensure even higher academic success may be realized throughout the school year.

Learning Best Occurs When There is a School-wide Expectation of High Achievement

At RSDC, every teacher will be striving for significant gains with each of their students. Rocketship defines significant gains according to two metrics. First, we aspire for every child to demonstrate 1.5 years of growth in literacy skills on the Strategic Teaching and Evaluation of Progress Assessment (STEP). We believe that many of our at-risk students will come to school 1.5 years behind, due to a lack of literacy habits at home (Zill, N. & West, J., 2000). By making 1.5 years of progress in literacy each year as measured by STEP an expectation and goal, we can bring our students to grade level by second grade and graduate students at or above grade level. In addition to the STEP assessment, Rocketship uses the Northwest Evaluation Association's Measures of Academic Progress (NWEA MAP) assessment to measure growth in Reading and Math. Our teachers strive to have a classroom average of one year and a half of growth according to the MAP assessment. We believe that this type of school-wide growth year after year is fundamental to our success in fostering academic progress for every student at our school and therefore is component of the way that teachers at RSDC will be evaluated and compensated. High expectations are an important part of a school culture and lead to higher student achievement (Cotton, 1989).

Learning Best Occurs When Teachers Are Subject Matter Specialists

RSDC will be structured differently from a traditional elementary school. Teachers will be in compliance with state licensing requirements and we will use a teaming approach with our instructional staff. This teaming approach means that teachers have their own instructional home-room, however, the students move to different teachers throughout the day. Each student will have a Humanities teacher each day that focuses primarily on literacy instruction integrated with social studies instruction; and a

Math/Science teacher that is focused primarily on math instruction that is integrated with science instruction. Many researchers have found that an early focus on these core skills have long-term effects on student achievement (Adams, 1990; Schenk et. al, 1980; McGill-Franzen, 1987). Advantages of elementary schools that follow the teacher teaming focus include deeper content knowledge, a team structure allowing for better collaborative focus, improved teacher retention, easier transition to middle school, and more flexibility in student grouping (Chan and Jarman, 2004; Bowser, 1984; Findley, 1966; NEA, 1965). We believe that specialization will allow teachers to focus deeply on their subject matter and their students, helping them to intervene with struggling students earlier and more effectively.

Learning Best Occurs When Teachers Are Highly Motivated

The Rocketship Public School Model is constructed to combat the enormous turnover among new teachers that plagues our public schools. It is estimated that half of new teachers leave the profession within five years (Ingersoll, 2001). We believe that teachers need a career path which rewards their success both with more responsibility and significantly greater compensation. Rocketship seeks to elevate the profession of teaching by paying teachers at least 20% more than surrounding districts and creating a career path for teachers, which recognizes student performance as a primary factor in advancement. A career path like Rocketship's has several advantages, including employee retention, succession planning, and better career development (CA State Dept. of Employee Development, 2003). The teacher career path consists of both opportunities to advance in compensation and level of responsibility in the classroom, and opportunities to move into leadership positions within the network. The Academic Dean is a highly-trained expert in teacher coaching and elementary instructional content, with both outstanding classroom results and leadership abilities. Additionally, the Assistant Principal is responsible for cultivating a strong college preparatory environment of high expectations and for driving a high-performing academic experience during students' individualized learning time. In addition to the added level of support and capacity these roles bring to the school as a whole, for the individuals, these positions provide an attractive career path as well as impactful leadership experience. We believe this career path will motivate young teachers to make the investment in development of their teaching practice and advance to the position of Academic Dean or Assistant Principal.

Learning Best Occurs In a Culture of Caring

We believe that specialization will lead to better teachers who will increase the academic progress of our students. We also believe that our implementation of specialization will allow us to care for our students more effectively than a traditional elementary school. The advantage of this structure is that it allows for both content-area teachers to collaborate in identifying instructional best-practices that best meet the needs of the groups of students they share. This collaboration will allow them to detect both academic and emotional problems earlier and divide the work of home visits and other time-intensive interventions with the students that need their help most. In designing our school model, we leveraged J.M. McPartland's Staffing Patterns and the Social Organization of Schools (McPartland, 1992) to determine ways to increase both academic and emotional well-being of students through teacher specialization.

Learning Best Occurs When the Curriculum is Individualized

RSDC believes that individualization should be a core component of all schools. The RSDC model is a full Response to Intervention model, providing three tiers of intervention for students in need of additional assistance. Bi-monthly interim assessment results are analyzed to identify students who are failing to make adequate progress in reaching the school's goal for significant gains. Individualized Learning Plans ("ILP") are then generated for students demonstrating a need for intervention services. The Rocketship RtI program is further outlined in the A.3 Curriculum and Instruction section.

Learning Best Occurs When Students Have Extra Time to Practice

RSDC will offer all students the opportunity to participate in our Individualized Learning time on a daily basis, for several hours each week. The purpose of the Individualized Learning time is to provide students with additional practice in Humanities and Math/Science at exactly their current level of instruction.

The Individualized Learning time is a combination of a computer lab and tutoring center. There is a full-set of leveled books where students can read independently at their "just right" level (the top of their independent reading level) as well as at computers running assignable online programs that allow students to access instruction at exactly their current level of understanding. We have selected the programs used during Individualized Learning time based on their ability to adapt to each student's skill level. If a student is struggling with a particular concept, our adaptive programs adjust the pacing and content the student presented in order to target additional practice until the concept is mastered.

Learning Best Occurs in a Well-Run School

RSDC's Regional Support Office (RSO) provides the Critical Systems and support for RSDC. The RSO trains school staff on how to effectively use the Critical Systems that allow for the continued successful practices at RSDC. Critical Systems licensed to the school include:

- Operations Toolkit for streamlining compliance reporting;
- Teacher Recruiting;
- Teacher Development Framework;
- Leadership Development Program;
- Budgeting and Financial Management Systems;
- Centralized Operations Management including Attendance, Facilities and Maintenance;
- RSDC-negotiated vendor contracts for food service, software, computers, curriculum, special education service providers;
- Rocketship Education Response to Intervention model including curriculum and staffing;
- Full Scope and Sequence for core subject areas;
- Rocketship Education UbD Units for Science and Social Studies (explained below);
- Systems for many operational issues including attendance, food service management, assessments and assessment data management; and
- Blended learning model including management of centers and staffing methods.

Closing the Achievement Gap

Rocketship's mission and core beliefs have led us to found our schools with the expressed purpose of serving low-income, at-risk students in order to close the achievement gap. Our unique academic model and core principles position us to effectively educate all students including those who are low-income students, English Language Learners, and students with disabilities.

Strategic Vision and D.C. 5 Year Growth Plan

RSDC seeks to create a future in which thousands of children from D.C. have graduated from four-year colleges and return to their communities in D.C. to eradicate the last traces of the achievement gap.

Rocketship Education's mission is to close the achievement gap nation-wide within our lifetimes. Opening a cluster of schools within D.C. will help Rocketship achieve that mission. In order to eliminate the achievement gap in D.C., we believe that RSDC must scale quickly, yet with a focus on quality. D.C.

has been identified as a target city due to the widespread educational disparities that exist between students from low-income communities and their higher-income peers.

In order to bring Rocketship's Public School Model to D.C., RSDC must establish a regional structure that is financially sustainable as well as operationally efficient and effective. We intend to open elementary (K-5) charter schools in an initial cluster of eight schools in D.C., which will enable regional collaboration and sharing of resources in order to bring the highest quality education to the students each school serves. In order to build a solid foundation for our regional cluster in the D.C. region, we have developed a strategic plan that involves opening schools systematically to ensure both high quality and significant impact in the community. RSDC plans to open its first school in the fall of 2015, pending board approval, and dedicate its first years to growing slowly, focusing on the region's initial success. Due to the regional founding principal's significance in the success of a new region, this timeline may be modified based on our ability to identify and select a highly-qualified candidate for the regional founding principal role. Each subsequent school will open according to the timetable below only if previous schools meet a set of performance metrics that will be mutually developed through collaboration between RSDC and the D.C. Public Charter School Board. While we recognize the first school opening is several years out, we are submitting our charter applications now so that we can leverage the charters, pending approval, in order to secure start-up funds, facilities, and begin aggressive school leader recruitment. More detail can be found in section B.5.

School Year	New Schools	Total Students Served
2015	1	630
2016	1	1,260
2017	1	1,890
2018	2	3,150
2019	3	5,040
Total	***8***	***5,040***

5 Year National Growth Plan

In Rocketship Education's efforts to achieve educational reform, we intend to demonstrate that the Rocketship Public School Model can be a vital, strategic contributor to the elimination of the achievement gap in high-need neighborhoods across the country. We are currently engaging with our first set of expansion cities and aspire to open clusters of schools in high-need regions across the nation, effectively changing the lives of 1 million students.

Over the next 15 years, Rocketship will open hundreds of schools across the United States, serving disadvantaged elementary school students. Each regional cluster will begin by opening 8 schools that we expect to grow into region-wide networks. By operating at this scale, Rocketship will eliminate the achievement gap in each of the communities we serve while operating its schools solely and sustainably with traditional government funding.

In the next five years, Rocketship aims to open schools in ten new regions across the country. Each region will open according to the same timeline as articulated above—eight schools in five years. When selecting new regions, we assess the need by identifying how many at-risk students reside in the geographic area and then consider other factors such as political environment, charter-friendly legislation, and presence of a local Teach For America region. Washington D.C. has remained high on our list of target regions based on the aforementioned factors as well as the Public Charter School Board's support of recruiting high-performing charter networks to open schools in D.C. In the next five years, we intend to operate schools where student achievement is significantly higher than surrounding schools. Ultimately, we hope to eliminate the achievement gap that exists between students from low-income communities and their peers from higher-income communities.

Rocketship 5 Year Expansion Plan-Total Open Schools Per Region					
	2012-2013	2013-2014 *(1 new region)*	2014-2015 *(1 new region)*	2015-2016 *(3 new regions)*	2016-2017 *(4 new regions)*
Bay Area	7	9	15	21	27
Milwaukee	-	1	2	3	5
Region #3	-	-	1	2	3
Region #4	-	-	-	1	2
Region #5	-	-	-	1	2
Region #6	-	-	-	1	2
Region #7	-	-	-	-	1
Region #8	-	-	-	-	1
Region #9	-	-	-	-	1
Region #10	-	-	-	-	1
Region #11	-	-	-	-	1
Total Per Year	7	10	18	29	46
Estimated # of Students	3,800	6,300	11,340	18,270	28,980

Educational Needs of the Target Student Population

Needs of Existing Students

As noted above, Rocketship's mission is to close the achievement gap by serving the most at-risk underserved students in the communities we operate. Rocketship Education currently operates 7 schools in San Jose, CA serving 3,800 students of whom 86% are low-income and 70% are classified as English Language Learners. Further demographic information about existing schools is available in "Demographic and Socioeconomic Data for Current Schools 2012-13" in section B.2.

Additionally, many of these students enter our schools significantly below grade-level. As detailed throughout this application, Rocketship's academic model is designed to individualize instruction through a variety of methods and assist students in achieving grade-level proficiency by the time they graduate from Rocketship. Please see "Mission and Philosophy" in section A.1 above and "Educational Focus" below.

Target Population

As part of our mission and charter, Rocketship Education D.C. (RSDC) explicitly seeks to educate the most underserved students in communities in D.C., and will conduct recruitment and marketing activities accordingly. As a result, we anticipate serving a student population where nearly all students are performing below grade level. While at this time we intend to open our schools in Wards 7 and 8, in the year before opening we will work with the D.C. school district and the D.C. Public Charter Schools Board to identify highest need areas and conduct extensive community engagement in these neighborhoods. As an open-enrollment school, we will accept any eligible student. We do not shy away from enrolling low income or special education students – we consider "at-risk" students to be our target student population and at the core of the design of our educational program.

Alignment of Program to Needs of Target Population

Rocketship's mission is to close the achievement gap, and so all RSDC Schools will have a high expectations culture and all staff will be driven by the belief that all students can and will succeed academically. RSDC Schools will primarily serve low-income, traditionally underserved students and because of that the Rocketship Public School Model has very specific programs geared towards serving this target population.

RSDC Schools will utilize a blended learning model and a robust Response-to-Intervention (RtI) program that combines online technology and small group tutoring to help provide students individualized practice on basic skills in math and literacy. Through the use of adaptive, online technology and a data-driven instructional model students will consistently receive practice and support on the individualized skills that they need to practice and master to meet and exceed grade-level expectations.

All RSDC school leaders and teachers will consistently monitor and analyze student results' data and use this information to drive all instructional decisions. Teachers' Profession Growth Plans (PGP) will reflect explicit goals revolving around student achievement and they will be held accountable to these student growth goals. Further, the Rocketship Individualized Scheduling Engine (RISE) will help facilitate easier access to all student data (including online data, RtI data, assessment data, and in-class data) and allow teachers to monitor data more frequently than in more traditional academic models.

We anticipate that a significant majority of our students will initially be behind grade level, and struggle particularly in the area of reading. The academic program will be geared toward swift academic gains in the first year, particularly in reading. To that end, most of our students will spend 3 hours of the instructional day in reading, writing, and literature instruction.

Social and Emotional Needs

Because Rocketship D.C. will serve primarily low-income students we expect that many of our students will have varying levels of social and emotional needs. First and foremost, each student will have an Individualized Learning Plan (ILP). The ILP is filled out by teachers and other school staff in order to document the individual needs of each Rocketship student. This document does not only list their academic goals, but also any behavioral or emotional needs that students have. In this way, all staff can be informed about the social and emotional needs of each individual student. The ILP is updated frequently throughout the school year in order to reflect student growth and their evolving needs and goals. The use of ILPs helps teachers and all school staff be informed, receptive, and proactive in meeting our students' social and emotional needs.

Rocketship also makes great efforts to engage parents and involve them in the school. RSDC teachers will make home visits to all their students to gain context about their home life and to engage parents in

their own environment. Parents are also asked to volunteer at the school which further enhances parents' investment in their child's education.

For students with intensive behavioral and social needs, each school will also have an Integrated Services Delivery (ISD) Teacher who will work closely to provide supports and interventions at school (always striving to keep students integrated with classmates whenever possible). When necessary, the ISD Teacher will also write Individualized Education Plans (IEP) for children classified as special needs students. The ISD Teacher will also serve as case manager for students and work to provide them with access to external specialists and experts when necessary.

Demographic Analysis of Proposed Student Body

While Rocketship D.C. is still several years out from the first school's opening, we have conducted significant research into the needs of Washington D.C. students. Moreover, post-charter approval and once the Rocketship Education Governing Board of Directors has green-lit the D.C. region, work will begin a full 18-months in advance of the first school's opening in order to determine precise location of the school, detailed analysis of potential student body, and development of a detailed student recruitment strategy to ensure we are serving our target population.

Much of our initial research was informed by IFF's report, "Quality Schools: Every Child, Every School, Every Neighborhood". Several of the highest need "Neighborhood Clusters by Service Gap" are located in Wards 7 and 8. Because Rocketship's expressed mission is to close the achievement gap, we desire to locate our schools in the highest-need neighborhoods.[1]

At this early stage, based on our research and desire to locate generally within wards 7 and 8 we are able to anticipate a general student demographic as reflected in the table below. We anticipate that all 8 Rocketship D.C. campuses that we would open would also reflect a similar demographic.

% Low-Income	% English Language Learner	% Students w/ Disabilities	% African American
90+%	10%	15%	90%+

This proposed demographic of students are well-aligned with Rocketship's goal to close the achievement gap by serving at-risk students and bolsters our commitment to bring our innovative Rocketship Public School Model to Washington D.C. in order to improve the educational outcomes for the region's most at-risk students.

Similarities and Differences in Populations

While there are many similarities between the proposed Rocketship D.C. student demographics and those of the students we currently serve in San Jose, there are also differences. The primary similarity is that we serve an equally high percentage of low-income students. Rocketship has extensive experience serving low-income students as detailed in several sections of the charter (A.1, A.3, and A.4)

The major differences are that we will serve a much higher African American population in D.C. and also anticipate serving a higher percentage of students with disabilities. Please see "Rocketship Education is Poised to Ensure Academic Success with African American Student Populations" in section A.1 below

[1] Quality Schools: Every Child, Every School, Every Neighborhood, pg 13, http://dme.dc.gov/DC/DME/Publication%20Files/IFF_Final_Report.pdf

and "Students with Disabilities" in A.3 for detailed information about how Rocketship D.C. will effectively serve African American students and students with disabilities.

One final difference is that Rocketship D.C. anticipates serving a significantly lower percentage of English Language Learners than it currently serves in Rocketship's current San Jose schools. Nevertheless, an intensive focus on language acquisition will remain a critical component of the academic model and we are convinced that there remain significant literacy gaps in D.C. between low-income, African American students and their more affluent peers.

Please see "Demographic and Socioeconomic Data for Current Schools 2012-13" in section B.2 below for comparisons to the demographics of Rocketship's current schools.

Educational Focus

Rocketship D.C plans to strategically open schools in communities that have a high density of at-risk students. In order to ensure we are serving students from these backgrounds, preference in recruiting will be given to students that reside within a two-mile radius of the school and also students from economically disadvantaged families.

In addition to the information above in the "Educational Needs of the Target Student Population" section, please see A.3 for additional detail on educational program and research supporting its efficacy.

Rocketship Education is Poised to Ensure Academic Success with African American Student Populations

While a vast majority of Rocketship students in San Jose, California are Latino, Rocketship is fully prepared to serve a student population in Washington D.C. that serves a much higher percentage of African American students. That said, Rocketship D.C. still anticipates serving a very high-percentage of students who are low-income, similar to the demographic of students currently being served. Rocketship's current growth has demonstrated to us that there tends to be significant demographic and cultural demographic differences neighborhood to neighborhood and any new region we expand to will likely yield a diverse student population of ethnicities, cultures, and communities. Thus, the Rocketship Public School Model has been designed for at-risk students in general, and not a specific racial subgroup.

Rocketship Education's child-centered holistic model leverages collaboration with parents and the community to eliminate the achievement gap. The Rocketship Public School Model speaks directly to the African American population and Rocketship schools in Washington D.C. will provide African American children opportunities that will place them on a firm path to college.

Research confirms that African American children face educational inequity that is set in motion even before entering elementary school. Compared with Caucasian children, African American children are more likely to grow up in poverty and enter school with significant educational disadvantages. Unfortunately, the educational disparity in Washington D.C. only increases with time. For example, for every three Caucasian students who achieve proficiency in second-grade math, only two African American students achieve at that level. But by high school, for every three Caucasian students who achieve proficiency in Algebra II, only one African American student reaches proficiency.

At Rocketship, we refer to this current blight as a "destiny of demographics" that must be viewed with a greater sense of urgency. To eliminate the achievement gap, we are committed to serving African American students well by implementing our highly successful elementary school model, incorporating best practices, and continuing to evolve according to what improves achievement.

Please see "Rocketship Education is Poised to Ensure Academic Success with African American Student Populations" in section I for a comprehensive description and research into how Rocketship Education and its model is poised to serve a high demographic of African American students.

Conclusion for Educational Needs of Target Population and Educational Focus

We are exceptionally proud of the work we do, our best practices in teaching, the students who attend our schools, and the communities that support us. In the 2011-12 school year, 90 percent of our students were socioeconomically disadvantaged. Yet, 59% of Rocketship students scored proficient or advanced in ELA on the 2011-2012 California State Test and 81% in math.

RSED has established a strong foundation in the kind of education we provide students. Yet we know that we can be even more successful. We want to make sure that wherever we open a school, we are sensitive to cultural and regional differences and that we adapt our model to fit that community. For instance, our UbD units and curriculum can be further revised to better fit African American students. We are also eager to examine what other social-emotional and parental support strategies would work best for the families of Wards 7 and 8 in Washington D.C. Rocketship recognizes that there is room to learn and grow within our model and we look forward to providing an ever-increasingly excellent education for all of the students we serve.

Rocketship is excited about the opportunity to become an integral part of the Washington D.C community and to serve African American students in larger numbers. Our school model was built on a foundation of educational best practices, which will have a significant impact on raising student achievement in African American communities. Through these best practices, Rocketship Education D.C. can address specific challenges facing African American students, and build a community around a school so that students can thrive from an early age and be poised for a lifetime of opportunity and success.

2. Goals

Goals for Schools Not Electing to Use the PMF in Setting Goals

Basis for Creation of Goals

Rocketship Education D.C. will elect not to use the PMF in setting goals. Instead RSDC will set equally ambitious goals that measure student performance, school performance, and operational goals similar to those used at existing Rocketship schools. Using similar measures of success will help both the Regional Support Office (RSO) and Rocketship Education accurately measure and hold RSDC schools accountable for high student performance from their onset. Rocketship will meet or exceed all goals set by the D.C. Public Charter School Board and will work with the Board to adjust our goals as deemed necessary.

RSDC is dedicated to documenting student achievement of the state content standards each year through state-mandated student assessments. Through these assessments, RSDC shall demonstrate student mastery of state standards. Standardized assessments allow us to compare our students' performance with the rest of the state. In the absence of a state mandated test in any year, RSDC may administer another nationally standardized test. In addition, Rocketship may provide internal learning

performance accountability documentation. Our school-wide and student outcome goals are aligned with our mission of closing the achievement gap and our intensive and data-driven educational program.

The goals outlined below are monitored within our network health dashboards, which are regularly reviewed by our executive team, board, and school leadership. This regular review helps keep our schools on track to meet these goals. These goals and metrics were chosen as the best measures to ensure high academic student achievement. The operational goals are focused on efficiency and financial solvency so that we can be confident in providing a robust academic program for our students. These goals articulate our commitment towards ensuring our students are brought up to grade level as quickly and effectively as possible and are adequately prepared to enter sixth grade, graduate, and enter post-secondary education.

Student Performance and Assessments

Student Outcome Goals	Proposed Assessment Tools/ Methods
Students will demonstrate at least one and a half years of growth towards grade-level proficiency in reading and language arts.	• Interim reading/language Arts diagnostics (e.g. STEP) • Interim assessments including CORE Phonics Survey and sight words assessments • State standardized test data • Informal classroom-based assessments
Students will demonstrate grade-level proficiency on standards in the areas of Math, Science, and Social Studies.	• Interim diagnostic assessments • State standardized test data • Informal classroom-based assessments
Students will develop a love of reading and will read daily both for information and pleasure.	• Accelerated Reader test results showing reading activity.

Rocketship Assessments

	Core Local Measures For All Years of School Operation:	**Description of Outcome** (*e.g.*, ability to make a complete sentence, ability to add and subtract 2 and 3 digit numbers)	**Measurement or Assessment Form** (*e.g.*, writing samples, mastery tests, etc.)	**Frequency of Measurement or Assessment** (*e.g.*, daily, weekly, monthly)	**Students to Whom Measurement or Assessment Applies** (*e.g.*, grade level)
National Assessments	NWEA: MPG (Northwest Evaluation Association: MAP for Primary Grades)	Grade-level literacy and math skills proficiency based on national norms	Computer-based, adaptive test, multiple choice	3 times per year (Sept, Jan, June)	K-1; Math & Reading

	NWEA: MAP (Northwest Evaluation Association: Measures of Academic Progress)	Grade-level literacy and math skills proficiency based on national norms	Computer-based, adaptive test, multiple choice	3 times per year (Sept, Jan, June)	2-5; Math & Reading
State Assessments	DC CAS: Reading/Language Arts/Writing	Grade-level reading and language arts skills proficiency based on state standards	Paper-based standardized test, multiple choice & short answer	Once per year (Window: Apr)	3-5
	DC CAS: Math	Grade-level math skills proficiency based on state standards	Paper-based standardized test, multiple choice & short answer	Once per year (Window: Apr)	3-5
	DC CAS: Science	Grade-level science and skills proficiency based on state standards	Paper-based standardized test, multiple choice & short answer	Once per year (Window: Apr)	5
Literacy	STEP	Reading fluency, accuracy, speed, use of expression, and comprehension	Reading running records, oral responses, written responses	5 times per year (Sep, Nov, Jan, Mar, Jun); more often if needed	K-5

Leading Indicators of School Success and Future Student Success

Student Attendance
Rocketship schools will maintain an average student attendance of 95%.

School-Wide Growth Targets
Rocketship schools will meet or exceed internally created growth targets.

Comparative School-Wide Performance
Rocketship schools will meet or exceed the average achievement for schools in the same geographic area on the DC CAS.

School-Wide Academic Growth
Rocketship schools will demonstrate student gains of one grade per year or more.

Growth in Reading and Language Arts
Students will demonstrate at least one and a half years growth towards grade-level proficiency in reading and language arts.

Growth in Math, Science, and Social Studies
Students will demonstrate grade-level proficiency on standards in areas of Math, Science, and Social Studies.

School-Wide Outcome Goals—Leading Indicators of Success

School-Wide Outcome Goals	Local Benchmark Instruments	State-level Year-End Assessments
At least 95% student attendance	Daily attendance reporting via Student Management System ("SMS")	Calculated ADA rate, comparison of attendance rate to other district schools
Meet or exceed growth targets	Bi-monthly interim assessments	
Meet or exceed the average achievement for the schools in the same geographic area on DC CAS		DC CAS Mathematics, Reading, and Writing (Grades 3-5); Science (Grade 5)
Demonstrate student gains of one grade per year or more at Rocketship DC Regional Support Office	Northwest Evaluation Association ("NWEA") assessment administered three times per year	

Other Operational Goals
Teacher Retention
Rocketship schools will maintain a teacher retention rate of 80% or higher.

Finances
Rocketship schools will have a positive fund balance at the end of each fiscal year.

Enrollment
Rocketship schools will have ample waitlists for each grade level.

Overarching Goals for Experienced Operator
Rocketship Education's goal is to close the achievement gap nation-wide within our lifetimes by opening high quality elementary schools that graduate all students at or above grade-level.

We have developed a series of academic metrics (many of them listed above) by creating network health dashboards which push us toward greater internal accountability, and ensure that we are meeting our mission. These dashboards are regularly reviewed by our executive team and school leaders to make sure schools are academically on-track. Some of the data reviewed includes state

standardized tests, national tests such as NWEA (Northwest Evaluation Association) and internal benchmark assessments.

Our executive team reviews these dashboards every six (6) weeks. If schools are underperforming, they schedule additional time to discuss mitigating measures which may include: allocating additional resources, considering staffing changes, and reallocating resources from other parts of the organization.

The regular performance tracking these dashboards provide allow individual Rocketship schools to be held to high standards of accountability throughout the school year, rather than waiting for end-of-year testing to determine whether or not a school is academically on-track. Further details on the Rocketship dashboards will be provided upon request.

Graduation/Promotion Requirements

RSDC students must demonstrate sufficient mastery of material in all subject areas in order to earn promotion to the next grade. Promotion from one grade to another will be based on the following evaluative criteria:

- Students must achieve a score proficient or above on internal math and literacy benchmarks;
- Students must demonstrate growth on state standardized tests and the NWEA assessment; and
- Third grade students must show a basic understanding of curriculum through standardized tests or daily grades before passing to the fourth grade.

The above criteria will help Rocketship to identify students that are at risk for retention, but all final decisions will be made in conjunction with parents, and approved by the principal.

Rocketship D.C. will follow D.C. Public Schools minimum graduation requirements for 5th graders. In order for students to be successful in middle school, high school, and in college RSDC will require that all students meet 5th grade standards for Common Core State Standards in order to graduate from RSDC and move on to middle school. A copy of the 5th grade report card will be provided upon request.

Further Discussion Around Goals and Performance Tracking

Because of the importance of data to our RtI model, RSDC will be a data-driven school. RSDC will use the Rocketship Individualized Scheduling Engine (RISE) and the Data Analysis Form as outlined below. State standardized test data and data from the NWEA MAP assessment will be used at the beginning of the year to help teachers understand the baseline achievement of their students along with specific areas of strength and weakness. To correctly assess whether students are on track to make significant gains during the year, we will administer the NWEA assessment in September, January, and June of each year, as well as conducting additional bi-monthly assessments of each student in Reading, Writing, and Math. Following are the current methods we plan to use to assess students. Our Reading assessment is based on STEP. Our Writing assessment is a rubric at each grade-level based on Six Traits. Our Math assessment is designed internally with a bank of questions derived from our focus standards at each grade level. We are currently working to correlate the NWEA assessment and these internal assessments with performance on end of year state standardized test and English Language Learner testing to correctly measure progress and give teachers detailed data about areas in which each student needs improvement.

The staff will be trained on how to interpret assessment data, and will be engaged in critical analysis of the data in order to determine how the school can address any performance deficiencies or negative

data trends. The data analysis will be tied to professional development on instruction, so that teachers can enhance their understanding of student performance in light of normative data, and modify their instructional designs accordingly. In this way, staff will continuously be challenged to rethink current pedagogical practices to meet the changing needs of students.

Data Analysis

We have created network health dashboards which push us toward greater internal accountability. These dashboards are regularly reviewed by our executive team, board, and school leaders to make sure schools are academically on-track. Some of the date reviewed includes state standardized tests, national tests such as NWEA (Northwest Evaluation Association) and internal benchmark assessments

The regular performance tracking these dashboards provide allow individual Rocketship schools to be held to high standards of accountability throughout the school year, rather than waiting for end-of-year testing to determine whether or not a school is academically on-track.

Use of Data

As discussed further in the professional development section, teachers will spend much of their professional development time developing the expertise to use data to understand student challenges and then to develop the skills they need to individualize instruction and overcome these challenges. Monthly student data will be used for early identification of at-risk and high-performing students.

Student progress towards skill mastery will be documented three times annually in standards-based report cards. In addition to the standards-based report card items, we add summary metrics in Humanities and Math/Science based on our bi-monthly assessments to aid parents in understanding where their children are on the path to reaching or exceeding grade level proficiency. Parent-teacher conferences will be held at least once per school year and more often on an as-needed basis. Teachers will share students' academic, social, and emotional progress with parents. Upper grade students will be given the opportunity to participate in conferences to reinforce their participation in the learning process. Additionally, the school will report student results regularly to the authorizer and state.

Student assessments are designed to align to the mission, exit outcomes, and the curriculum described in the charter. RSDC collects annual data from the assessments listed above and will utilize the data to identify areas of necessary improvements in the educational program.

The RSDC planning team is prepared to provide that information and use the data in making decisions about organizational change and student learning. In addition to the required reporting to the authorizer, RSDC will develop an annual performance report based upon the data compiled. The report will also include:

Summary data showing student progress toward the goals and outcomes from assessment instruments and techniques as described in this section. This data will be displayed on both a school wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality. RSDC shall comply with all state and federal public records laws and regulations.

A summary of major decisions and policies to be established by the Rocketship D.C. Board during the year include:

- Data on the level of parent involvement in RSDC governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.
- Data regarding the number of staff working at the RSDC Schools and their qualifications.

- A copy of the Charter School's health and safety policies and/or a summary of any major changes to those pollcies during the year.
- Information demonstratlng whether RSDC implemented the means listed in the charter to achieve a racially and ethnically balanced student population.
- An overview of RSDC admissions practices during the year and data regarding the numbers of students enrolled, the number on waiting lists, and the numbers of students expelled and/or suspended.
- Analyses of the effectiveness of RSDC internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.
- Other information regarding the educational program and the administrative, legal and governance operatlons of RSDC relatlve to compliance wlth the charter generally.

Data Management Plan

The Rocketshlp Indlvidualized Scheduling Engine (RISE) provides a unified "view" into each student's academic performance, and consists of a dashboard of student progress for each student. RISE tracks progress based on Common Core State Standards, and allows educators to:

- Identify a student's specific learning challenge early, by assessing the student's mastery relative to predefined goais.
- Quickly drill down to identify the underlying skills deficits which are preventing mastery.
- Review and coordinate the student's progress in mastering basic skills in during Individualized Learning tlme.
- Facilitate communications and updates between teachers, Individualized Learning staff and tutors, on the student's progress – in the classroom, during Individualized Learning time and in tutoring sessions.
- Provlde more data-rich ways to evaluate and improve teacher effectiveness.

By using RISE, teachers can augment their important classroom work – instructlon, guided practice, and critical thinking skills enhancement – with targeted and individualized independent practice, assessment and remediation that occurs during Individualized Learning, with homework and with tutors (as needed).

Both educators and students benefit in multiple ways from RISE. First, since all educators are using the same consistent interface to assess, prioritize, monitor and manage student learning, teachers can make collaborative, more fully informed decisions about each student's individual learning needs. In addition, use of RISE as the repository for a student's Individual Learning Plan (ILP) ensures that each student's out-of-class time is maximlzed to address his/her own individual learning needs. Finally, students benefit from having the perspective and collaboration from multiple educators to boost their academic progress.

Key benefits of RISE include:

- Real-time feedback on student progress. Real-time assessments – from tutors, from online curricula and external online assessments – are available for teachers to track and prioritize each student's progress.
- More effective lesson planning. RISE information gives teachers useful content and context for plannlng lessons based on students' current levels, enabling teachers to re-aliocate instruction tlme for key toplcs, and regroup students based on mastery, as appropriate.

- Data-driven assessments of teacher effectiveness. Teachers and administrators have access to more assessment data. With more ways to assess students, teachers gain more insights into the effectiveness of their teaching methods and practices.

Using RISE on Data Analysis professional development days, teachers at Rocketship are able to fully analyze their students' achievement data and progress. This data is also used by school leadership teams to identify trends and needs for school-wide or grade level-specific professional development programming. Moreover, following this analysis, they are quickly able to find solutions and next steps involving multiple resources (tutors, online curricula, in-class objectives/interventions, focusing on a particular instructional objective with the Academic Dean, etc.).

3. Charter School Curriculum

Student Learning Standards

The RSDC curriculum will follow Common Core State Standards for the subject areas of: English/Language Arts (includes Writing) and Mathematics. Current Rocketship Schools also use the Common Core State Standards. RSDC alignment to any additional state standards will be ensured prior to the first school opening. The curriculum will be aligned with state standards for Science, Social Studies, Art and Music. We place most of our emphasis on the subjects of Humanities and Math/Science for our students. Our goal is to ensure grade-level proficiency in Literacy and Math by second grade and achievement above grade level by the time students leave RSDC in fifth grade. This will ensure that all Rocketship students graduate able to be nationally competitive and well on their way to college graduation. Students will also take Science, Social Studies, and Arts at all grade levels to broaden their understanding of the world and to create avenues to exercise different facets of their intelligence. The curriculum at RSDC is aligned with Common Core State Standards with the goal that students will not only achieve the objectives specified in the charter but will also master the academic content standards in core curriculum areas as adopted by the D.C. Public Charter School Board. Teachers will be encouraged to assist their students in exceeding minimum standards.

Methods of Instruction, Resources, and Instructional Materials

Reading

By individualizing instruction through the Response to Intervention model we help our students make rapid gains in literacy skills. Reading is central to all parts of the RSDC curriculum, especially in grades K-2. We will also actively prioritize Reading above other subject areas in the early grades and for students who are still struggling in later grades.

We are firm believers in the findings of the National Reading Panel ("NRP"), which reviewed all of the available high quality research with measurable results and a study size and student composition indicating that they could be generalized to the entire population of American students. They found five general areas of reading instruction which were crucial for developing excellent readers: phonemic awareness, phonics, fluency, vocabulary, and text comprehension. We expect that even our Academic Deans will spend a significant amount of time building their skills in each of the five areas of Reading. The Common Core Language Arts standards are likewise organized around these areas for the early grades.

The Imagine It! program is a resource that Rocketship teachers will leverage when planning the whole-class portion of our Humanities block. RSDC will use Strategic Teaching and Evaluation of Progress

("STEP") assessments to diagnose current reading ability with students. STEP contains running record assessments measuring a student's fluency and comprehension which establishes a baseline reading ability. These assessments drive decisions about whether students need additional classroom support or tutoring during Individualized Learning time.

Writing

Children begin writing their first day at RSDC. RSDC leverages the Northwest Regional Educational Laboratories ("NWREL") Six Trait Writing Model to guide their writing instruction. This model identifies six qualities seen in outstanding written works. These traits include:

Ideas: The content or main theme-can be seen as the heart of the message.

Organization: The internal structure of the writing.

Voice: The personal voice of author comes through-his gives a sense of a real person speaking.

Word Choice: The use of precise, colorful and rich words to communicate.

Sentence Fluency: The writing flows together often with a rhythm or cadence.

Conventions: Mechanical correctness, including spelling and grammar.

We have adapted a six-trait rubric developed by NWREL to provide students with specific feedback on their writing. The rubric emphasizes the development of ideas, organization and voice, which supplements students' and teachers' natural tendency to emphasize word choice, sentence fluency, and grammatical conventions.

The NWREL 6 Traits Writing model will give the RSDC staff a solid foundation of key traits to focus on in their application of writing and also provides the staff with a specific model of instruction. However, teachers often require further support depending upon their experience levels. Consequently, RSDC will utilize other writing strategies such as Step Up to Writing and Lucy Calkins Units of Study. For example, Step Up to Writing provides rather simplistic models and strategies to help students to organize their ideas prior to generating writing. Thus, this model will be especially helpful to use for new teachers on staff at RSDC who are beginning their writing instruction. Additionally, the color-coded organization system for expository writing has proven quite effective in helping English Language Learners to better prepare for the task of producing organized and effective writing.

More experienced staff at RSDC will be able to supplement the NWREL 6 Traits writing instruction through the use of Lucy Calkins Units of Study. These units of study focus on very specific strategies and elements of strong writing. They give students a chance to take ownership over idea generation and ultimately lead to writing that is more interesting, unique, reflective of a student's voice, and higher student engagement in the process of writing. The Lucy Calkins Units of Study will allow the students at RSDC to further develop their writing skills while also giving our staff at RSDC the opportunity to grow and develop more as writing instructors.

Math

Students will master the basic skills, computational fluency, and conceptual understanding required in Common Core State Standards through lessons aligned with resources such as Harcourt's GO Math! program, John Van de Valle's Elementary and Middle School Mathematics, and the work of Marilyn Burns and Cathy Fosnot. Within the context of the Common Core State Standards, students will

constantly be challenged to reason and communicate mathematically, in addition to demonstrating proficiency in all required math standards. Specifically, teachers will focus on developing students' number sense and algebraic reasoning abilities. This approach is supported by the recently released "Final Report of the National Mathematics Advisory Panel" (USDE, 2008, p. 17). Even young students can begin to understand numbers conceptually, and can recognize relationships among mathematical concepts (Building a Foundation for Learning in the Elementary Grades, NCISLA VOL. 1, NO. 2, Fall 2000). According to research conducted at the University of Texas, Austin, "Number sense not only leads to automatic use of math information, but also is a key ingredient in the ability to solve basic arithmetic computations." (Gersten, 1999) As a result, they are more prepared for the rigors of higher math. Important elements of number sense among young children include linking symbols to quantities, understanding part-to-whole relationships, and being able to make calculations with the same fluency that we stress in reading, so that they can devote more of their thinking to visualizing and tackling difficult word problems.

As students progress, this will be constantly monitored and evaluated by the central organizing theme of preparing them for Algebra, which will drive much of our Math instruction. Some of the main concepts that we will help our students internalize to be ready to perform Algebra include understanding multiple representations of data, functions, working with missing information through the use of variables, and inductive reasoning used to prove equations. We strive to hire teachers who are generally more fluent and more passionate about the teaching of Math as an area of specialty. Additionally, our Academic Deans will find relevant professional development experiences for our math teachers to improve their practices including observations of highly skilled teachers, conferences and workshops, and exploring professional literature as well.

Science

Science instruction will be embedded in Math classes through the use of thematically integrated, standards-based UbD units. Integrating Math and Science gives students the context through which to understand how mathematics relates to the physical world. Moreover, science naturally integrates into various aspects of math. Consequently, this integration of subject matter ensures that students will have greater exposure to skill areas like reading expository texts, using scientific notebooks, graphing, organizing data, and many other math and literacy skills that correlate with science.

The science curriculum at Rocketship D.C. will be primarily organized through the implementation of UbD units. At Rocketship Education, we have done extensive work to group science standards into robust UbD Units that cover science topics in depth. We believe in focusing on depth instead of breadth in the teaching of science. Consequently, our units cover standards from various grade levels, grouped together into a manner that allows our students to understand at a very high level the concepts behind the standards and how this information relates to their own lives. By taking this approach, our teachers create 8-12 week long units that are relevant and engaging to students as opposed to rushing through many small units on varying topics. This allows students to learn material in a much deeper way, and consequently, they are able to apply these lessons in future grade levels and later in life. Moreover, each unit reviews science standards from previous units. Thus, as students mature, they are better able to master various concepts through this spiral approach.

For example, our Animal Adaptations & Habitats unit includes state standards from several grades. Students review concepts taught in the first grade Food Webs unit and are given a solid foundation that allows for an even greater understanding of the fifth grade Plant and Animal Systems unit. By grouping similar standards together we are giving students a chance to explore a concept in more depth.

However, all of our units build upon each other. So, a first grader will receive a strong introduction to states of matter that will be reviewed and added to in the 5th grade unit on Chemistry.

We believe that Science offers a broad array of concepts crucial to student understanding. Students will discover and learn about the natural world by using the methods of science as extensions of their own curiosity and wonder. Students will acquire knowledge of the life, earth and physical sciences from a balanced curriculum, which includes building on their understanding of science concepts to learn about the logic of the scientific method and applications of science to the world around them. Students will develop critical thinking skills of science: observing, comparing, organizing, inferring, relating, and applying.

All students will be exposed to life, earth, and physical sciences in a curriculum that is based on state standards. Our desired outcomes from science are an understanding of the process of scientific inquiry, curiosity about the world around them, skills to comprehend informational text, and increased self-esteem from producing a tangible work-product as a result of their understanding.

Social Studies

Social Studies instruction will be embedded in the Humanities block through the use of thematically integrated, standards-based UbD units. Social Studies are an opportunity to integrate aspects of our curriculum like Reading and Writing in a context that naturally requires them. Our use of the UbD framework to design Social Studies curriculum makes the concepts and academic vocabulary accessible to our students regardless of current reading level.

Key content outcomes for Social Studies include knowledge and cultural understanding, democratic principles and civic values, and academic and social skills necessary for effective participation in diverse societies. Key skills we hope students will learn include the integration of multiple skills to solve a complex problem, the ability to use informational text to find the answer to a meaningful question, mastery of academic vocabulary, and increased reading and writing skills. This curriculum will be aligned with the State Framework.

Arts (Art and Music)

The curriculum will be aligned with State standards and will include dance, drama/theater, music and visual arts. Arts will be integrated into the Humanities block, often as part of Social Studies content. All students, including English Language Learners and students with special needs, will have equal access to the visual and performing arts core curriculum, with modifications to meet their individual needs. Integrated instruction will be delivered by the regular classroom teacher, as well as by the enrichment staff. State standards will guide the integration of arts into the curriculum. Through a process of unpacking and prioritizing content standards for the four core content areas, teachers will identify opportunities to integrate the arts into those curricular areas, and will build unit clusters that maximize student exposure to and engagement in the arts.

Instructional Support

As described in more detail below in the A.4 Professional Development section, teachers will be supported by the Academic Dean position which will provide intensive coaching and professional development for teachers. Additionally, the Rocketship Regional Office's Regional Director of Achievement will also oversee the academic achievement of all RSDC schools and provide further instructional support.

Please also see "Curriculum Example" in section J as this illustrates additional instructional materials and how the Regional Support Office's Director of Achievement will assist teachers by identifying and developing additional instructional materials in year 0, prior to the opening of the first RSDC School.

Students with Disabilities

Overview of Serving Students with Disabilities

Rocketship understands that charter schools in the District of Columbia can choose to apply as a non-Local Education Agency (LEA) and part of DCPS for special education purposes or as their own LEA for special education purposes. Rocketship prefers to serve as its own LEA and is familiar with the LEA's obligation to serve all students with disabilities (SWDs) in currently existing Rocketship schools located in California.

As the LEA, Rocketship assumes responsibility, at a minimum, to conduct Child Find, provide compliant evaluations and re-evaluations within mandated timelines, and deliver a Free Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE). Rocketship holds high expectations for the success of all students and is committed to promoting a school culture in which "all staff embraces all students," the most important tenet underlying the success of SWDs and struggling students.

Rocketship abides by all civil rights and applicable laws during the student enrollment process, does not consider disability or non-disability status during either the application or enrollment process, and does not engage in "counseling out" tactics to dissuade parents of SWDs from applying. Admission is based solely on availability of student enrollment space in a "general education" classroom. Following the public random drawing, students who are not awarded one of the open enrollment spaces are placed on a wait list, in the order in which they have been picked at the drawing for acceptance during the school year.

Rocketship charter schools strive to achieve a student population that is comparable to the community population in which the schools are located. Rocketship realizes the great level of need that students in the D.C. area will bring as they enroll and is committed to a system of early identification and support toward prevention and increased academic achievement for all students.

<u>Identifying Students with Disabilities through Child Find</u>

Rocketship schools engage in ongoing Child Find activities, including locating, evaluating and identifying students with disabilities both applying and enrolling in Rocketship schools. Rocketship publications and marketing materials contain information about Rocketship's commitment and policy to identify and serve all students, including struggling students who could need more intensive support to access the general education curriculum. Public notification methods will include notices in local newspapers, brochures, postings on the website, and information provided at parent meetings.

Tracking and Retrieving Records

In addition to informing parents and the community through marketing materials and publications, Rocketship will search the D.C Office of State Superintendent of Education's (OSSE's) databases (SEDs) to track, access, review, adjust as necessary, and implement all Individual Education Programs (IEPs) within 30 days of enrollment. Rocketship ensures general education teachers are provided with the IEP goals and objectives and accommodations and modifications that they are responsible for addressing in general education classes.

Early Identification

Rocketship conducts a continuous and proactive effort to identify students with special needs and meets all requirements mandated by IDEA 2004; District of Columbia Municipal Regulations, Chapter 28, Section 3000 entitled Special Education Policy; and OSSE's Memorandum of March 22, 2010 entitled Comprehensive Child Find System.

Rocketship provides to parents a user-friendly information sheet describing ways to access services at enrollment and makes information about early identification available for parents in the school office throughout the school year.

Staff receives intensive training before school opens on Child Find responsibilities and activities, including functions of the student support team; RtI processes/procedures; screening requirements; and referral for evaluation by teachers, parents, agency representatives, and other qualified professionals. Rocketship schools honor both verbal and written requests for an evaluation of a student and convenes the IEP Team, as appropriate, to determine next steps and/or develop a Student Evaluation Plan for tests and measures needed to assess a student in all areas of suspected disabilities and to secure parent permission to begin the evaluation process.

Pre Referral activities: Student Support Team & Response to Intervention (RtI)
Rocketship recognizes OSSE's emphasis on parent outreach and participation in all aspects of RTI and special education processes (based on Rocketship's written policies regarding parent involvement per requirements of Title I A). Including parents as equal partners in all phases of intervention is underscored by the Elementary and Secondary Education Act (ESEA), Section 9101(32) which expects schools to engage parents "in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring "...that parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child."

Rocketship's charter schools are committed to implementing early intervening services through the Student Support Team (SST), chaired by a knowledgeable educator or social worker and comprised of an administrator(s), general education teacher(s), math and reading literacy specialists, school nurse, social worker, parent, student, as appropriate, clinical providers, special education teacher(s), and agency representatives, as needed. The SST will work cooperatively to empower students, parents, teachers and school leaders to support student success in school by:

- ✓ reinforcing and promoting high expectations for academic achievement and meaningful interventions and teaching strategies through Response to Intervention (RtI) processes; and
- ✓ addressing the physical health problems and psycho-social and mental health concerns that may represent barriers to student learning, social awareness and resiliency.

Rocketship's RtI system identifies struggling students, including SWDs suspected of having another disability, and provides referred students with dedicated, targeted, supplemental instruction. The SST oversees a problem solving process that facilitates the analysis of student concerns presented by school leaders, teachers, counselors and clinicians, the nurse, other school staff, parents, and social service agency representatives.

Rocketship's RtI process has been designed as a system of interventions that are closely aligned with the Blended learning model of individualized instruction and guided by student outcome data. The SST monitors Tier I interventions; drives the cooperative development, case management and documentation of Tier II interventions; and proactively recommends, monitors and graphs Tier III

interventions for students unresponsive to less intensive strategies.

Rocketship's model for academic RtI starts with daily in-class interventions such as Small Group Instruction, Guided Reading, Centers, and Writer's Workshop. Bi-monthly Formative Assessments and progress monitoring inform the need for Tier II interventions such as teacher analysis with specialist consultation and support; changes in classroom practice; more intensive small group and individual interventions using secondary, scientifically-based tools and materials; and individualized intervention strategies, which could include changes in methodology, design or delivery of learning.

Rocketship's model for behavior interventions start with a carefully crafted, school-wide "Code of Conduct," school-wide positive behavior guidance and management support, standard classroom management plan, and tracking/monitoring of absenteeism and tardiness. Rocketship will adhere to Title 5 of the DCMR, Chapter A25, Student Discipline, requiring LEAS to "adopt and implement written policies and procedures," governing a safe and orderly environment and fair intervention and remediation practices. Rocketship offers specific programs, strategies and group counseling designed to promote mental health wellness and prevention of threats of violence, bullying, peer conflicts within the classroom and school, gang related conflict, drug and alcohol abuse, unhealthy sexual behavior and pregnancy, and inappropriate use of technologies.

Rocketship conducts clinical screenings of socio-emotional/behavior functioning and tracks intervention outcomes through graphed presentation of individual student performance as compared to peers.

Rocketship's model for medical and physical health interventions includes plans to apply to become a Medicaid eligible provider and begins with nursing services that support immunizations for all students, in-school medical treatment, medication disbursement and monitoring, and vision and hearing screenings. Rocketship will develop and monitor student health plans. Rocketship is proactive in identifying and addressing school-wide health concerns through programs and counseling groups.

Evaluation and Identification in All Areas of Suspected Disabilities

When RtI interventions are not effective, the school will provide the parent(s) with written notice that their student has not made adequate progress, despite the additional support, and ask for the parent(s)' consent to conduct an educational evaluation. Students demonstrating significant needs can move immediately to special education evaluation with appropriate screening data and parent permission, as Rocketship's RtI process is not designed to hinder or delay prompt identification of disabilities. If written consent is provided, the school's multidisciplinary team (MDT) members will conduct a comprehensive educational evaluation and convene a meeting within 60 days from the date that parental consent was given in accordance with the timeline regulations established by OSSE. Rocketship staff will uphold this mandate regarding the evaluation of any student suspected of having a disability without exception particularly in light of the fact that special education Focused Monitoring conducted in D.C. found non-compliance in the area of evaluation timelines. Other issues of non-compliance in D.C. include ensuring the education of SWD in the Least Restrictive Environment and the timely implementation of Hearing Officer Decisions as a result of parents prevailing in due process decisions.

The Multi-Disciplinary Team, chaired by the Special Education Director will conduct the educational evaluation using appropriate and nondiscriminatory assessment tools noted in Student Evaluation Plans (including, at a minimum, cognitive, language and academic measures), developed in a meeting of SST and MDT members including the parent and student (if appropriate), clinicians, teacher(s), and the Special Education Director. The SST provides the MDT with all requisite screening, academic, behavior,

and health information, in addition to RtI interventions and outcomes to ensure holistic and comprehensive assessment of student needs within mandated timelines.

Rocketship will engage employed/contracted clinical providers during the start-up year to serve as members of the MDT. Rocketship's MDT, designed to comply with the requirements set forth in Chapter 28 of subtitle A, Title 5 of the DCMR, will be chaired by the school's Special Education Director. The MDT's composition includes parents, general educators, the school leader/designee, the LEA representative, clinical providers, and others with specific knowledge of the student as indicated.

Rocketship expects MDT members to increase opportunities for special education student success, respect and consider the input of teachers and other clinicians and specialists, remain engaged in thoughtful problem solving, and share responsibility for meaningful special education outcomes. The MDT ensures parents are provided information about their rights and makes both students and/or parent(s) feel welcome, comfortable, and respectfully accepted as full partners in developing a meaningful IEP and implementing educational instruction and services.

Rocketship's IEP Team, comprised of, at a minimum, the special education teacher/case manager, general education teacher, clinical providers, parent, and student, when appropriate, develops an initial IEP within 30 days of the determination eligibility. The IEP Team develops measureable IEP goals based on quantitative measures and written to curriculum standards and content. Rocketship conducts parent surveys throughout the course of the school year to determine level of satisfaction with special education evaluation and services.

Serving Students with Disabilities (SWDs)

An Integrated Service Delivery System

Rocketship organizes special education programs and services to provide integrated service delivery in each school. The integrated service delivery approach requires schools to align educational services for students with special education needs within existing structures (grade levels, groupings, looping, etc.) rather than exclusively through special and segregated programs. Special and general education teachers prioritize working collaboratively to bring appropriate instructional supports to each child in the general school setting and Least Restrictive Environment (LRE). Rocketship delivers specialized instruction and support based on culturally relevant differentiation and instruction through universal access of content-driven curriculum.

The Special Educator as Technical Expert and Case Manager

Rocketship employs qualified special education teachers, who serve as technical experts in inclusion classes and during Individualized Learning time. The special educator as technical expert model has been proven effective in high performing schools where both general and special education students are achieving AYP. The model centers on the special education teacher, who also serves as the case manager directly responsible and accountable for ensuring the academic progress, individual case compliance, and provision of FAPE for no more than 12-16 special education students. All other special education staff, providers and consultants wrap support and expertise around the teacher/case manager, make tools and resources readily available, and remove barriers hindering student achievement and success.

Special educators/case managers strive to educate SWDs in the least restrictive setting, co and team-teach in general education classes as needed, consult to school staff, train and empower general education teachers to modify lesson plans, advise staff on behavior management techniques, and

ensure accommodations are implemented (during school and at Rocketship extra-curricular activities such as field trips, etc.) and adjusted as students become more proficient. Most importantly, special educators will monitor student achievement through benchmark assessment analysis, monitor attendance and discipline incidents and teacher input, and proactively call for additional support when a student's needs are not being met.

The teacher/case manager, supported by the Special Education Director and related service providers, is expected to lead the IEP Team in implementing and updating meaningful IEPs based on accurate and qualitative Present Levels of Performance (PLOPs), curriculum-based indicators of classroom success, ongoing monitoring of benchmark assessments, and learning strengths that support continuing progress in the least restrictive setting. The teacher/case manager reports progress each advisory period, assumes responsibility for updating and maintaining compliant student files, enters data into the state level reporting system, collects a portfolio of student work demonstrating achievement of IEP goals, communicates regularly with parents, provides continuous feedback to students, relies on advice and support from the clinicians and consultants, and refers to the IEP Team to help reinforce and/or redirect individualized programming.

Rocketship schools promote school-wide understanding that the majority of special education students have the same cognitive potential their general education peers do and can and should meet or exceed academic standards. General education teachers are expected to take ownership of the academic success of both general and special education students without discrimination.

Continuum of Instruction Options

In addition to wrap around support in general education classes, Rocketship provides SWDs flexible instructional opportunities that include large group, small group, and one-to-one instruction for students with more significant needs during Individualized Learning. Special educators provide or work with reading and math specialists and Individualized Learning staff to provide a continuum of instruction options for all struggling students. Special educators integrate the benefits of online learning opportunities for students with disabilities the materials and delivery platforms, through full access to Rocketship's Blended learning instructional model.

Special educators collaborate with general educators to provide struggling students with both push-in and pull-out support to pre-teach or re-teach lessons in core subject areas, fill in learning gaps, build compensatory strategies, promote effective study and organization skills, and remediate deficit skills during Individualized Learning time as well as alternative scientifically-based instructional methods and tools to supplement the Individualized Learning tools when necessary.

Rocketship provides resource support for students whose needs require specialized instruction 40% to 79% of time in school per hours mandated on IEPs. Qualified special educators and well-trained paraprofessionals will work together to provide intensive support for students with IEPs mandating intensive services (in regular education less than 40% time in school).

Related Service Delivery

Rocketship will contract with certified/licensed clinicians to provide speech and language services, occupational and physical therapy services, counseling services, and vision and hearing services, as needed to address IEP goals for related services. Rocketship will also contract with clinical evaluators to provide educational evaluations to determine initial and on-going eligibility for special education. Rocketship will hire a licensed, certified social worker and/or a trained Behavior Intervention Case Manager (BICM) to provide counseling and in-class behavior support for SWDs with socio-emotional and

behavior goals on IEPs, conduct Functional Behavior Assessments, and develop and monitor Behavior Intervention Plans in collaboration with special educators/case managers and general education teachers.

Rocketship expects both employed and contracted clinicians to integrate therapeutic services within the Blended learning model, collaborate closely with special educators/case managers, maintain positive communication with parents, consult to general education teachers on classroom strategies, and stay abreast of best practice research. Rocketship has developed clinical standards of practice to guide providers in writing IEP goals based on current assessment data, reporting on progress achieving specific goals, reporting on session content, and aligning service delivery with classroom lesson content. Most importantly, Rocketship's special education coordinators and teachers/case managers monitor clinical service delivery to ensure therapeutic outcomes are transferred to practical classroom application.

Rocketship expects the school social worker or other designated clinical provider to establish collaborative community connections to family, child welfare and court agencies that provide family outreach and mental health supports. Rocketship staff will establish processes and procedures to access emergency psychiatric interventions and psychiatric consultations as needed.

Rocketship will provide transportation to any student if required by a written statement in the student's IEP, and only with the written consensus of the IEP team as needed, for any eligible child to and from school and all school related activities. Rocketship will contract with a transportation service provider to fulfill these portions of the IEP. A transportation assessment will guide the determination.

Progress Monitoring

Rocketship's reliance on frequent benchmark assessments to ascertain early, actionable insights into students' strengths and weaknesses empowers special educators to monitor and track the academic progress specifically for SWDs. The Rocketship Individualized Scheduling Engine (RISE), continually being developed by Rocketship, will broaden the performance management information available to teachers in driving academic growth. Special educators analyze performance data, including behavior indicators, to inform any changes needed to the IEP and/or recommendations for targeted program adjustments and enhancements.

Special educators/case managers and clinical providers use performance data and student portfolio samples to write quarterly progress notes detailing progress made toward achieving IEP goals and objectives and write annual IEP goals. In addition to the Annual Review meeting, Rocketship's IEP Team convenes quarterly to discuss student performance with parents and students.

Special education/case managers, in collaboration with general education teachers, begin their school year with a home visit to all students on their caseload. Education Specialists are available and in contact with parents by e-mail, phone and home/school communication notebooks on a regular basis throughout the year.

Program Budget and Staffing

Rocketship's special education budget is based on the number of SWDs enrolled and their eligibility classifications as funded through the special education funding allocations. In addition, Rocketship will apply for IDEA Part B funding to support special education in areas identified by OSSE's State Improvement Plan.

Rocketship will hire a Special Education Director at each school to serve on the school's management team, advocate for special education students and staff, and supervise the special education service delivery system. The Special Education Director will assume ultimate accountability for the academic success of SWDs, program compliance, and state level special education reporting requirements. The SEC, in collaboration with the special education team, will also be responsible for ensuring parents are informed of their due process rights and promote Early Dispute Resolution strategies in cases of disagreement and conflict, including use of the Facilitated IEP and Mediation. Aware of the significant administrative, documentation and compliance related responsibilities of special education, the SEC will not carry a student caseload if and when the special education population exceeds 25 to 30 SWDs.

Rocketship will hire enough certified (or in certification process) special educators/case managers to support no more than a 16-to-1 student to special educator ratio, adding teachers if the number of SWDs increases after the start-up year. In addition to the SEC and special educators/case managers, Rocketship's special education team will include a credentialed social worker and/or school psychologist, a behavior intervention case manager (probably during year two as the population of SWDs increases), and instruction assistants/paraprofessionals.

Paraprofessionals, as needed, will be adequately trained on responsibility for providing individual and small group instruction for students with special needs, students with typical learning needs, students with behavioral needs, and students with emotional needs in the general education environment including, but not limited to: the classroom, recess, the lunch area, and Individualize Learning during RtI or in the classroom setting.

Students with Section 504 Plans

As not all children will qualify for special education services, Rocketship follows Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act (ADA), where discrimination is prohibited based on a disability. Any student, who has an objectively identified disability, which substantially limits a major life activity including, but not limited to learning, is eligible for accommodation(s) by the school. Rocketship will abide by OSSE's Section 504 of the Rehabilitation Act of 1973; Guidelines for Implementation in the District of Columbia, January 2012.

Students suspected to be in need of accommodations are referred to the SST, which serves as the 504 Team, for assessment of needs and interventions. The SST will include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. This team reviews the student's existing records; including academic, social, and behavioral records, and is responsible for making a determination as to whether a recommendation for 504 services is appropriate.

If the student has already been evaluated for special education, but found ineligible for special education instruction or related services, the MDT will refer the student back to the SST with those evaluations to determine eligibility under Section 504. The SST is responsible for maintaining 504 files that contain the checklists and information required supporting a student's need for a 504 Plan. The SST is responsible for informing teachers of 504 accommodations and updating the 504 Plan annually with current data and teacher input. The SST Chairperson is responsible for fulfilling any OSSE reporting requirements.

Academic Progress for Students with Disabilities

The table below demonstrates academic progress for current Rocketship students with disabilities based on the NWEA Map Assessment in both Math and Reading.

NWEA MAP Results for Students with Disabilities by Grade Fall and Spring 2011-12						
	Math					
Grade	N Students	Average Fall Score	Average Fall Percentile	Average Spring Score	Average Spring Percentile	% Outperformed National Growth Norms for Fall to Spring
K	10	123	4	143	11	50%
1	13	148	14	162	9	31%
2	13	155	4	171	5	38%
3	17	171	5	190	16	82%
4	19	175	1	193	8	79%
5	7	176	<1	204	13	100%
Network						63%
	Reading					
Grade	N Students	Average Fall Score	Average Fall Percentile	Average Spring Score	Average Spring Percentile	% Outperformed National Growth Norms for Fall to Spring
K	10	129	10	142	9	20%
1	12	146	13	161	14	33%
2	13	153	7	163	4	23%
3	16	168	7	174	4	25%
4	15	168	1	184	5	60%
5	7	170	<1	185	3	86%
Network						38%

English Language Learners

Rocketship schools are experienced in addressing the needs of students identified as English Language Learners. Staff carefully considers the cultural and instructional needs of students with English as a second language and makes available to parents and students, as appropriate, verbal and written translation of all materials, notices, documents, reports and communications. Assessments are conducted in a student's native language, or with translation as appropriate, whenever a student's English Language developmental level may require such assessment in order to better understand a student's learning needs.

Identification and ELL Classification

English Language Learners at the existing schools have been classified using the California English Language Development Test (CELDT) and the nationally recognized Developmental English Test (ADEPT). Rocketship D.C. will continue to use ADEPT to identify English Language Learners in D.C., and will administer the test twice a year.

The table below illustrates the number of English Language Learners at Rocketship schools as well as the number of students exited from ELL classification during the 2011-2012 school year. Please note that Rocketship intentionally does not try to reclassify students as non-ELLs rapidly, instead waiting until students are truly proficient and advanced - thus, most re-classifications to do not occur until 4th or 5th grade.

2011-2012 School Year

School	% of students classified as ELL	% of students exited from ELL
Mateo Sheedy	64%	7%

Si Se Puede	61%	10%
Los Suenos	75%	12%
Mosaic	79%	2%
Discovery	72%	10%

Support for ELL Instruction

The primary support for RSDC teachers' instruction of English Language Learners will come from the Regional Support Office. Both the Regional Director of Achievement and Regional Director of Integrated Services Delivery will focus on developing strategies for ELL instruction. Further, Rocketship's National Office has spent a great deal of effort developing pedagogical strategies for educating English Language Learners. The primary method of professional development is the Guided Language Acquisition Design (GLAD).

GLAD is a model of professional development in the area of language acquisition and literacy. The strategies and model promote English language acquisition, academic achievement, and cross-cultural skills. GLAD was developed and field tested for nine years in the Fountain Valley School District and is based on years of experience with integrated approaches for teaching language. Tied to standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum.

GLAD is an instructional model with clear, practical strategies promoting positive, effective interactions among students and between teachers and students. GLAD develops metacognitive use of high level, academic language and literacy.

GLAD Training. During the staff development, teachers are provided with the instructional strategies, the theory and research that support the model and the curriculum model that brings these all together in the context of district and state frameworks and standards. All Rocketship teachers (and most Rocketship school leaders) receive GLAD training in their first year at RSED). The staff training is conducted in two parts:

> **Part 1: Theory and Research.** Training in theory and research with practical classroom implications and applications, occurs over a two-day period. It covers the works of educators across the disciplines: reading, writing, brain compatible teaching, language acquisition, cross-cultural respect, primary language, and coaching. Research is directly tied to specific classroom implications, strategies and organization.
>
> **Part 2: The Demonstration Lesson.** Observation of a demonstration session occurs in a classroom all morning for a four day period. The unit is grade level, standards-based and is written by the team of trainers. One of the trainers works directly with the children and presents the strategies. The other trainer coaches the teachers who are observing in the back of the room. This coach describes what is being done, why, and generally answers questions concerning the lessons. Afternoons are spent on feedback, collaboration, and planning.

Academic Progress for English Language Learners

Rocketship students classified as English Language Learners have demonstrated significant academic progress. The table below details ELL student progress according to the NWEA MAP Assessment. NWEA

MAP (and Primary MAP for grades K-1) is a national norm-referenced assessment. We strive to have more than 50% of our students to outperform national fall to spring growth norms.

NWEA MAP Results for EL Students by Grade Fall and Spring 2011-12								
	Math							
Grade	N Students	Avg Fall Percentile	Avg Spring Percentile	Change in Avg Ptile Ranking	Fall % At or Above 50th %tile	Spring % At or Above 50th %tile	Change in Percentage of Students at 50th Ptile	% Outperformed National Growth Norms for Fall to Spring
K	461	20	62	42	18%	67%	49	90%
1	351	42	62	20	48%	62%	14	76%
2	294	32	52	20	34%	56%	22	79%
3	259	29	44	15	31%	49%	19	77%
4	147	18	46	28	18%	50%	32	86%
5	38	12	42	30	11%	42%	32	92%
Network					30%	59%		82%
	Reading							
Grade	N Students	Avg Fall Percentile	Avg Spring Percentile	Change in Avg Ptile Ranking	Fall % At or Above 50th %tile	Spring % At or Above 50th %tile	Change in Percentage of Students at 50th Ptile	% Outperformed National Growth Norms for Fall to Spring
K	455	27	54	27	27%	52%	24	79%
1	341	34	50	16	33%	53%	20	71%
2	287	24	35	11	22%	34%	12	66%
3	254	19	31	12	20%	29%	9	69%
4	141	13	34	21	22%	35%	13	79%
5	37	10	33	23	16%	27%	11	86%
Network					26%	43%		73%

Effective Communication with non-English Speaking Families

Rocketship D.C. will ensure effective communication with non-English speaking families by always providing all materials sent home in both English and the family's native language. Additionally, we will provide translations when necessary for parent-teacher conferences, community meetings, and all other school functions.

Strategies for Providing Intensive Academic Support

This section provides an overview of our Response to Intervention (RtI) approach and academic philosophy. RtI describes both a service delivery model and eligibility criteria for specific learning disability (IDEA 2004). In a report prepared by the National Joint Committee on Learning Disabilities (2005), the Committee identified three core components of RtI: "(1) Application of scientific, research-based interventions; (2) measurement of student's response to these interventions; and (3) use of RtI data to inform instruction" (pg. 2). The term RtI also describes an eligibility criterion for special education. This criterion is found in IDEA 2004 Sec 614(b)(6)(B). The law states; "In determining whether a child has a specific learning disability, a local education agency may use a process that determines if the child responds to scientific, research-based intervention as a part of the evaluation procedures..."

Percentage of Students Substantially Below Grade Level

Many Rocketship students at existing schools enter substantially below grade level. The table below shows the scores of new Rocketship students on the NWEA MAP Assessment at the beginning of the year. Scores are from 2011-2012 and do not include students from the two first year schools (Rocketship Mosaic and Rocketship Discovery Prep).

Mathematics							
Grade	School	New Students	Fall Mean Score (RIT)	Corresponding National Percentile (Ranking)	National Fall Mean Score	Average Grade Level	Below National 25th %tile Ranking (Percent)
Kinder	RMS	93	134.8	23	143.7		60%
	RSSP	104	134.6	23	143.7		63%
	RLS	95	134.4	20	143.7		60%
Grade 1	RMS	18	155.6	31	162.8	mid-end K	39%
	RSSP	13	164.2	54	162.8	beg 1st	23%
	RLS	18	157.9	36	162.8	end K	28%
Grade 2	RMS	11	170.7	29	178.2	beg-mid 1st	36%
	RSSP	17	165.4	15	178.2	beg 1st	65%
	RLS	22	169.6	26	178.2	beg-mid 1st	55%
Grade 3	RMS	17	187.4	34	192.1	mid 2nd	41%
	RSSP	14	180.2	17	192.1	beg 2nd	64%
	RLS	23	189.5	43	192.1	beg 3rd	22%
Grade 4	RMS	5					
	RSSP	4					
	RLS	18	187.1	10	203.8	mid 2nd	72%
Grade 5	RMS	1					
	RSSP	6	196.0	12	212.9	mid 3rd	50%

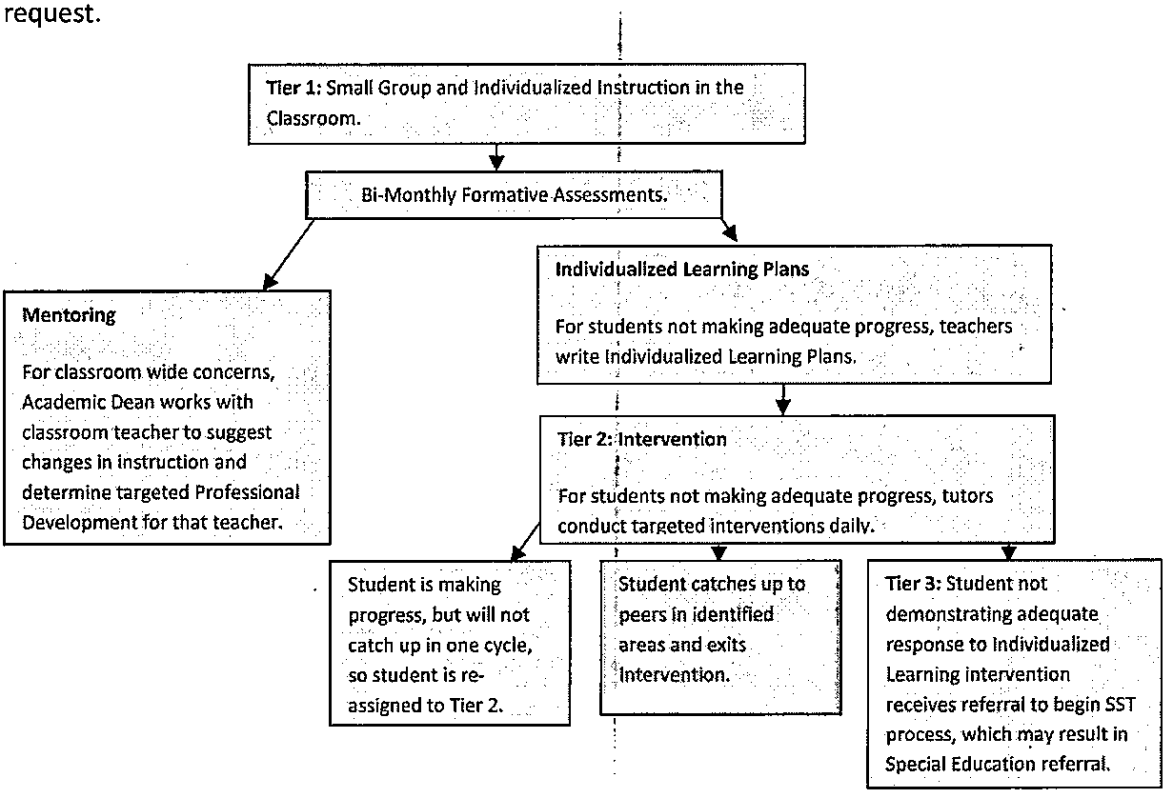
Reading							
Grade	School	New Students	Fall Mean Score	Corresponding National Percentile	National Fall Mean Score	Average Grade Level	Below National 25th %tile Ranking
Kinder	RMS	93	136.5	30	142.5		43%
	RSSP	104	134.4	21	142.5		55%
	RLS	95	136.7	30	142.5		51%
Grade 1	RMS	18	157.6	43	160.3	end K	18%
	RSSP	13	154.7	34	160.3	mid-end K	46%
	RLS	18	154.7	34	160.3	mid-end K	39%
Grade 2	RMS	11	162.5	20	175.9	beg-mid 1st	64%
	RSSP	17	160.4	15	175.9	beg 1st	65%
	RLS	22	162.5	18	175.9	beg-mid 1st	64%
Grade 3	RMS	17	182.3	30	189.9	mid 2nd	35%
	RSSP	14	173.7	14	189.9	nd 1st-beg 2n	57%
	RLS	23	181.5	30	189.9	beg-mid 2nd	38%
Grade 4	RMS	5					
	RSSP	4					
	RLS	18	184.0	13	199.8	mid 2nd	59%
Grade 5	RMS	1			207.1		
	RSSP	6	192.8	16	207.1	beg-mid 3rd	50%

RSDC'S Three-Tier Response to Intervention Approach

All students are assessed upon entry to determine performance relative to grade level standards. We do this using a number of different measures. In order to group students by performance level, Rocketship assessment data identifies students through performance quintiles: Advanced, Proficient, Basic, Below Basic, and Far Below Basic. In Humanities classes, teachers administer the Strategic

Teaching and Evaluation of Progress ("STEP"), the NWEA MAP assessment for Reading, the CORE Phonics Inventory, and other assessments that are relevant to their grade level (i.e. Sight word recognition for Kinder & 1st grade.) Math teachers give grade level math assessments created to measure student progress towards end-of-the-year objectives as well as the NWEA MAP assessment for Math. All of this data is used to identify our students who fall into the Below Basic or Far Below Basic quintiles. Further details on Rocketship's RtI program will be provided upon request.

The Rocketship Individualized Scheduling Engine (RISE) will facilitate communication between teachers and tutors, by providing more timely status updates of a student's progress, and by enabling teachers to easily specify remediating content and activities during RtI that are targeted to meet the student's specific learning needs. RISE enables teachers to further individualize instruction during a student's RtI sessions with tutors. At the end of RtI sessions, tutors will have the opportunity to leave notes regarding a student's progress, in order to provide teachers with more timely updates. Both tutors and teachers are then able to make better use of RtI sessions, to assist each child with his/her specific learning needs. More timely, targeted interventions help to accelerate each student's progress and increase the likelihood of successful remediation. Content from the RtI tab is linked and integrated with the student's Individualized Learning Plan. Further detail on the design of RISE will be provided upon request.



Progress Monitoring

While teachers are continually assessing students' progress at the end of each lesson, our teachers formally reassess to show student progress on an 8 week cycle. This is translated visually by the staff into Assessment Walls for each class, showing which students fall into each quintile from Far Below Basic to Advanced. This data is then used to adjust classroom instruction and to identify students in need of more focused support to make adequate progress.

Teachers will also collect data from RISE. This platform allows educators to sort and place students into different small groups, by using different criteria, which allows teachers to assign student groupings based on real-time achievement data.

Individualized Learning Plan

Teachers write an Individualized Learning Plan for students whose achievement falls below Basic. ILP's include assessment information, measurable goals that are realistic yet ambitious for an 8 week period, and explicit goals and their corresponding practices for tutors to accomplish with each student in During Individualized Learning time or after school interventions.

Assessment data, RtI content, and the integration of results from online learning programs are important inputs into the student's Individualized Learning Plan. Automatically filling in data on the Individual Learning Plan and incorporating it into RISE will enable teachers to use the ILP as an interactive tool which reflects the student's progress throughout the school period. Using an online ILP, teachers, tutors and Individualized Learning staff can adjust their instructional practice in real-time using targeted content and activities. As the figure below illustrates, the ILP is organized by Common Core Standards, and is automatically populated with relevant learning content associated with each of these standards. Examples of RISE and the ILP will be provided upon request.

RtI Tiers

Three tiers of targeted intervention are provided to ensure that all students receive the assistance they need to be successful.

Tier 1

Teachers implement the ILP in the general education classroom. Teachers assess student progress after 8 weeks of instruction. Students who do not respond adequately to the initial instruction receive additional modifications and support in the general education classroom and may be placed in Tier 2. These modifications may include adjustments in intensity, duration, and frequency of instruction. Teachers may meet with smaller groups more often for longer periods of time. Teachers may adjust instructional strategies and materials as well.

Tier 2

Students not responding adequately to the goals laid out in the ILP in the general education classroom or identified as significantly below grade level in the first round of assessments are given a revised ILP directing their work in an additional period each day during small group tutoring (intervention) time. During this time, they work directly with a tutor on the specific skills they are lacking. Intervention tutors are provided with a very specific 8 week plan containing suggestions from the classroom teacher and Assistant Principal in terms of strategies and approaches to use to get a student to meet their target at the end of 8 weeks. These suggestions are combined with existing tutoring curriculum to create targeted approaches for intervention. In eight weeks, teachers assess again, measuring to see if meaningful progress has been made by the Intervention students. If the student still is not making adequate progress, we may conduct a Student Services Team (SST) Process and revise the Individualized Learning Plan.

Tier 3

If the student fails to make progress in both Tier 1 and Tier 2 interventions after 2 cycles (16 weeks), they enter into the SST process, which may result in assessment Special Education programs. A majority of our special education professionals work directly for Rocketship Education, including

paraprofessionals and resource specialists. This gives us more control to ensure that Special Education students' Individualized Education Plans are aligned with ambitious academic goals consistent with goals for students at all Rocketship schools.

Professional Development for Individualized Learning Plans

The process of looking at interim assessment data and formulating a proper ILP takes practice for teachers and is an area in which we spend time both in formal professional development and in mentorship between the Academic Dean/Assistant Principal and each teacher. Our teachers will spend a significant amount of time with the Academic Dean analyzing overall class performance to know areas in which they need to develop their skills. Equally important is the deep knowledge that a teacher builds over time of the specific types of problems that students may have and the best ways to overcome these problems. Teachers will focus on more effective diagnosis of students' problems and development of effective scaffolding for these students while building the Individualized Learning Plans.

Rocketship follows all applicable laws in providing general education instruction and special education services to eligible ELL students, as well as ensuring parent procedural safeguards. Staff monitors student progress, evaluates program effectiveness on an ongoing basis, and ensures appropriate practices for re-classification to fluent English proficient status. ELL students at Rocketship schools are served in the general education classroom with appropriate small group instruction and individualization in the classroom or during Individualized Learning time to support developing English proficiency and academic growth.

Strategies for Meeting the Needs of Accelerated Learners

The Rocketship Public School Model's focus on individualized instruction inherently meets the needs of accelerated students. Research shows that high-ability learners see a positive impact on their academic achievement as well as social-emotional development when provided with opportunities for accelerated learning experiences (Steenbergen-Hu and Moon, 2010). Because of differentiated in-class instruction as well as individualized online instruction, intellectually gifted students are continually presented with opportunities to learn, grow, and feel academically challenged at Rocketship.

In-class differentiated instruction manifests in a variety of instructional practices that are supported through region-wide professional development and are a topic of discussion during one-on-one coaching meetings. All students participate in guided reading groups with their classroom teacher, during which intellectually gifted students are able to use higher-order thinking when discussing on-level literature with their teacher and similarly leveled peers. Additionally, all Rocketship students in their final year complete an Extended Analysis Project prior to leaving for middle school. For this project, students have the opportunity to work with a one-on-one adult mentor to conduct research and analysis on a topic of their choice. Historically, intellectually gifted students have thrived during these projects because their teachers and mentors are able to push their thinking on a particular topic and they are given the opportunity to develop and articulate their stance on this topic.

Another important way in which Rocketship addresses the needs of intellectually gifted students is through the suite of adaptive online programs offered during Individualized Learning time. Providing gifted students with academically challenging curriculum fosters improved academic results for these students (Delcourt et. al, 2007). For example, Raymond is a second grader and has continually demonstrated advanced math abilities during his time at Rocketship. Due to the adaptive nature of DreamBox, an online math program currently in use during Individualized Learning time, Raymond has successfully completed the primary section of the program, which covers standards through the middle

of third grade. The Rocketship Individualized Scheduling Engine (RISE) has provided this data to his math teacher so they can push him further during independent practice and extension in the classroom and Raymond has been automatically enrolled in the intermediary DreamBox section to continue on his learning path. Due to the individualized nature of adaptive online learning programs used during Individualized Learning time and teacher's ability to identify student mastery in particular standards through RISE, our most advanced students can accelerate their learning at a pace that is most relevant to their particular needs.

Percentage of Students Above Grade-Level within 2 years of Attendance

The table below provides data on Rocketship students at existing schools who have achieved proficiency/advanced levels on the California State Test (CST) within 2 years of attending a Rocketship school.

	Grade 3 to 5 Students within 2 Years at RSED	% Achieving Proficiency/Advanced in Math	% Achieving Proficiency/Advanced in Math
2008-09	88	88%	77%
2009-10	143	83%	53%
2010-11	273	76%	51%
2011-12	448	72%	45%

4. Support for Learning

Family Involvement and Community Participation

One key lesson that Rocketship Education has learned from opening schools in San Jose, California is how best to engage parents and stakeholders and mobilize community support. As noted above, Rocketship views deep parental engagement and ongoing advocacy for their children as essential to our mission of closing the achievement gap.

A new charter school can evoke a mix of hope and anxiety from targeted school communities. While parents are eager for high quality school options, many are skeptical of a new provider and its intentions. To mitigate these concerns, Rocketship D.C.'s Regional Support Office (RSO) is committed to communicating transparently and respectfully with the community from the onset, as both customers and partners. If the RSDC application is approved, and once a facility is identified, Rocketship D.C. RSO and leadership will actively engage the community. Staff will hold a series of open meetings for parents and community members – after school and on weekends. In addition, the organization will sponsor community outreach nights so parents and community members can be informed of the new vision for this school.

As Rocketship D.C. is being established to serve the needs of the students and their families, there are a number of ways that parents may participate in the leadership of the school. RSDC will encourage parents to create a Parent/Teacher Council ("PTC") to facilitate communication among parents, teachers and the RSDC Board as well as to promote cultural and social activities within the school community. The PTC will:

- Serve as a forum for the discussion of matters of interest and concern to the parents of Rocketship D.C students;
- Act as a communication channel between the parents and other interested individuals and groups, both within and outside the school community;
- Coordinate and sponsor committees, clubs and other activities that enhance the intrinsic value of RSDC and contribute to the fulfillment of its mission. These committees will work with various bodies within Rocketship D.C. Regional Support Office, providing support activities as appropriate;
- Coordinate PTC fundraising activities to support any special programs outside of the Rocketship Public School Model, and oversee the allocation and disbursement of funds raised by the PTC; and
- Report as needed to the Rocketship D.C Board of Trustees at its regular meetings and provide ongoing advice to the Board as requested by the Board or deemed necessary by the PTC.

Additional Opportunities for Parent Involvement

Parents, students and teachers will meet regularly to plan and assess the student's learning progress and determine goals. In addition, other parental involvement opportunities include:

- **School and staff evaluations**: parents fill out a survey each year evaluating the strengths and weaknesses they identify with the program to be reviewed by staff and faculty for consideration of ongoing improvement of Rocketship D.C.
- **Volunteer opportunities**: the Principal(s) will maintain a list of various opportunities for parents to volunteer at RSDC. As part of the Commitment to Excellence, families are asked to commit to 30 hours of volunteer time per year. While this commitment is not a requirement, it is strongly recommended as a method to foster family-school partnerships. In order to fulfill their commitment, parents have the opportunity to help in classrooms, lead extracurricular activities, assist in event planning, attend field trips and serve on parent committees.
- **Advocacy**: parents and community members communicate the school design and outcomes to the public, educators and policy makers and advocate for necessary policies and resources.

Determining Success for Parent Involvement

Parent involvement is critical to the academic success of RSDC students and the overall success of RSDC, and so RSDC's Board of Trustees and RSDC school leaders will use dashboard metrics to measure the success of parent involvement. The key metrics for monitor the success of parent involvement are:

- <u>There will be no less than 20 "Parent Leaders" at each RSDC School</u>: These individuals will help lead various activities at school as well as be key liaisons within the community to help inform other parents about Rocketship and promote grassroots, community efforts to help Rocketship eradicate the achievement gap in D.C.
- <u>At least 70% of families will attend school community events:</u> These events include community meetings, exhibition nights, and other school events. A high percentage of participation demonstrates a deep parent engagement and commitment to RSDC Schools.
- <u>Each RSDC family will complete at least 30 hours of volunteer hours at the school per year:</u> RSDC parents will be encouraged to volunteer at the schools to help tighten the link between the families and the school as well as assist RSDC teachers and staff with various school operations. These activities will vary widely but will include classroom assistance, translating documents, administrative assistance, and assisting in special school events.
- <u>Families will be made aware of RSDC schools' performance in a variety of ways</u>: First and foremost, school performance (not solely on state accountability assessments; but also on Rocketship internal assessments, and other summative assessments such as the NWEA) will

often be a topic of discussion at Rocketship Community meetings which will be held on a monthly basis. Further, it will also be a topic discussed by teachers with Rocketship parents during parent-teacher conferences and by the Principal at various other school events, including back-to-school barbeques assuming assessment results have been released.

School Site Council

The School Site Council (SSC) will be composed of the principal, teachers, classified staff, and parents from each school and will provide a school entity to interact with and provide the Rocketship D.C. Board of Trustees with insight into school events, teachers, and parents as well as the concerns of these parties. The SSC will seek to empower and inform parents in the education of their children, the allocation of school resources, and the building of community and culture at their specific school. Additionally, Rocketship's SSCs will not only be an open forum for parents, but will also have opportunities for parents' professional development (through guided exposure to data and analyses, and training around budget review).

Community Development

Additionally, Rocketship's RSO will begin work within the D.C. community approximately 12 months prior to the first RSDC school's opening. The Regional Director of Community Development will engage in community development efforts seeking strategic partnerships with local organizations, businesses, and educational institutions to spread the word about Rocketship D.C.

This work will include intensive marketing and advocacy within the community in which the first RSDC will be located and this grassroots community development will lay the groundwork for student recruitment.

Community Partnerships

RSDC will embrace partnerships with local groups and organizations, especially those in the neighborhood surrounding the school and including those who might provide services to our students. We hope to involve multiple groups from the community in order to enrich our program, bringing the neighborhood and the city into the school. We have approached local organizations about partnerships for teacher recruitment and community engagement, including Teach For America D.C. To give families information about the school and offer them a chance to meet the school leader and ask questions, several family meetings, open to all, will be scheduled. These will occur in the evening and will be held at various locations around the neighborhood. The meetings will be advertised with flyers around the neighborhood, in the newspaper, and in community newsletters. Examples of community engagement activities at currently operating schools in California include:

- Attending local church services;
- Holding parent resource sessions and read-alouds at local libraries;
- Attending community organization meetings, meeting with leaders of local preschools and other non-profits;
- Attending community fairs & celebrations;
- Going door to door and meeting neighbors;
- Visiting the homes of students who are accepted to the school; and
- Hosting community clean-up days; and offering adult education opportunities after school hours (nutrition, literacy, and computer classes).

School Organization and Culture

Core Values

Rocketship Education D.C. (RSDC) strives to promote a safe and healthy environment so that all students are able to learn and excel. We believe that students thrive in the security created by shared expectations, consistency and a culture of purposeful and organized urgency. This culture is built upon the foundation of shared expectations and rituals found in the Rocketship 100 culture items. Expected behavior is made explicit through the core values of the school, and is reinforced in every classroom and all common spaces. There is a common language at Rocketship that reminds Rocketeers of the common vision for their success both academically and behaviorally. This foundation is built upon the school's core values:

Responsibility: In order for students to feel empowered they need to take responsibility for their own education. This means they recognize that their actions have consequences and it is within their power to influence events in a positive manner. Rocketeers are expected to be responsible for their homework, their decisions and their own learning. This value ensures that students are responsible learners and active participants in both creating the culture of and the academic achievement of RSDC. At Rocketship, the goal is not only for students to achieve higher levels of academic success, but also for students and families to recognize their own personal responsibility regarding the success of themselves, their teammates and Rocketship as a whole.

Empathy: In order to ensure a positive sense of self and a respect for difference, we teach our Rocketeers to be empathetic. This means that students learn to think about the world through another's perspective. Rocketeers are expected to act in a manner showing a great deal of regard for the feelings of those around them. In order to truly teach this intangible skill, Rocketship staff and faculty will model by striving to meet the needs of all students and families and understanding their unique circumstances, and ensuring that students are not only taught but also listened to in a manner that is compassionate and understanding. By teaching our Rocketeers to be empathetic to those around them we are ensuring fewer disagreements that take our focus away from where it should be—student achievement and ultimately shaping individuals who can not only be successful in the world around them, but also respected for how they interact with others.

Respect: In order for students to feel safe we all need to be active participants in creating a respectful environment. This means that students realize the impact they have on the people and places around them. Rocketeers are expected to be respectful to each other, the staff and faculty of Rocketship and their families and communities. It is incredibly important that the students of Rocketship recognize that they are a significant part of an entire community and it is their duty to respect and contribute to this community in a productive and positive manner. By teaching our students the importance of respect we are not only educating them but ensuring a more considerate world for us all.

Persistence: In order to put our Rocketeers on the path towards college very early on, we teach them what it means to be persistent. This means more than hard work, it means never giving up no matter what. Rocketeers are expected to be persistent in their homework, in class, and with any problem solving they should encounter. By developing this skill early on we are unlocking the potential of all our students. There is a long road between Kindergarten and college graduation, but once a Rocketeer knows that we can all be excellent with constant effort and persistence, then the barriers begin to fade away. This core value reminds our Rocketeers that success does not come easily, but is does come – through persistent effort.

Whole-School Culture

Rocketeers are exposed to our core values all day, every day. Each day starts with the Rocketship Launch, where all classes gather to say the Rocketeer Creed (our daily promise to live by these core values), and sing a song that highlights one core value per month. Additionally, within classrooms teachers use the language of the core values to recognize positive examples, and redirect student behaviors not in line with the core value expectations for students. Daily, students reflect on their own exhibition of these core values as they fill out their behavior reports and give themselves a score for that day's efforts. Additional detail of behavior reports is included below in the discipline and school culture section. This level of consistency allows students to learn to be a Rocketeer very quickly, and builds the skills and mindsets necessary to succeed in middle school, high school, college and beyond. Consistency also ensures that all students, including English Language Learners, are included in the school culture and held to the same set of high standards regardless of academic skill level.

By creating a transparent and consistent culture, we have found that students demonstrating unproductive or distracting behaviors are at a minimum. However, we are committed to ensuring all Rocketeers succeed both academically and culturally. Thus, we have a clearly articulated behavior and classroom management plan for all teachers.

College Readiness

Rocketship D.C.'s culture encourages high-expectations, as Rocketship's school leaders are all charged with fostering a college preparatory environment. Through the continual reinforcement of high-standards, we will inspire our students to become lifelong learners, equipped with the skills and traits necessary to succeed in middle school, high school, college, and the world beyond. Rocketship will encourage high parental involvement, which will help our parents become advocates for their students' educational experiences long after they leave our school.

RSDC schools will also provide students extra-curricular activities outside the classroom including college visits, field-trips, and bringing in community-members to speak to students about college and broader experiences. This will help expose students and parents to broader educational opportunities as well as set the expectation that all Rocketship students can and will go to college. In order to promote a collegiate environment within the building, teachers will use college banners and other paraphernalia to decorate their classrooms and public areas of the school. The use of these artifacts will continually reinforce the college-bound culture of the school.

Finally, the Rocketship Public School model will allow RSDC teachers to focus on higher-order thinking skills in the classroom, fostering a college-preparatory classroom environment. This is possible due to the fact that students will master many basic skills during Individualized Learning time, allowing teachers to focus on small-group work, discussions, and project-based learning in the classroom.

Mid-Year Students

Students who enter the school mid-year, or after first year of enrollment, are acculturated by partaking in Rocketship Launch from their first day. New students may also be introduced to a 'buddy student' for their first few days so they can learn school-wide processes and procedures and internalize the Rocketship culture.

Grievance Policy

The following grievance policy outlines the steps to be used by any persons who have questions or concerns about the actions of a teacher, staff member, or principal at a Rocketship School. We

encourage families and staff to resolve problems collaboratively and respectfully. Teamwork, respect, and prompt resolution of conflicts are very important to Rocketship Education.

Resolution of concerns should always start with the person with whom you have a concern. If the problem or conflict is unresolved, it is essential that the school principal be included in the process of resolving concerns.

Step 1: Contact the teacher or staff member involved. Try to discuss over the phone or have a face-to-face conference at a time that is mutually agreeable. Remember that such meetings should not interfere with the teacher's instructional time nor disrupt order at the school.

Step 2: If the concern is not resolved in Step 1, contact the school principal. Be prepared to give details about the concern and steps that have been taken to resolve the problem. The principal and the complainant shall attempt to resolve the dispute informally.

Step 3: If the problem is not resolved informally, the school principal will set up a formal meeting to discuss the issue with the involved parties within 30 days. The principal shall consider all the facts and arrive at a resolution of the complaint.

Step 4: If the complainant is dissatisfied with the principal's decision, the complainant may contact the RSO's Regional Managing Director. The complainant should be prepared to give details about the concern and steps that have been taken to resolve the problem. The Managing Director will set up a formal meeting to discuss the issue with the principal and the complainant within 30 days. The Regional Managing Director shall consider all the facts and arrive at a resolution of the complaint. The Regional Managing Director shall not get involved in a complaint until steps one through three have been completed.

Step 5: If the complainant is dissatisfied with the Managing Director's decision, the complainant may petition the Rocketship D.C. Board of Trustees in writing. The Board will not get involved until steps 1 through 4 have been attempted. If the Board receives a complaint prior to the completion of Steps 1-4 it will inform the Regional Managing Director and provide him/her with the relevant information.

Step 6: An Appeals Ad hoc committee of the Board of Trustees shall review the complaint. After considering all the facts and circumstances, the Appeals Ad Hoc Committee shall determine how best to resolve the matter and send written confirmation of such resolution to the complainant. To reach such resolution, the Appeals Ad Hoc Committee, if deemed necessary, may (1) contact the complainant by phone to discuss the complaint; and/or (2) issue a request to meet with the complainant to discuss the complaint in person. The Appeals Ad Hoc Committee shall attempt to resolve the matter within 30 days of receipt of the complaint, and shall send the complainant written confirmation of the resolution.

Step 7: If the complainant is dissatisfied with the Appeals Ad Hoc Committee's decision, the complainant may petition the Board Chair in writing within 30 days of the Appeals Ad Hoc Committee's written resolution described in step 5. The Board Chair shall review the complaint and send written confirmation of the resolution to the complainant within thirty days. The Chair's decision shall be final.

Extracurricular Activities

RSDC's extracurricular programs contribute to the values and goals of the school by providing more time for basic skills work, the opportunity to explore a variety of art forms, exposure to the rich history of our the D.C. region, and the excitement of an overnight camping trip that furthers student learning. Exposure to a broad base of cultural elements and experiences is our goal for extracurricular activities at

RSDC. A well-planned program and local field trips expose students to a wide variety of activities and experiences.

Enrichment Center: Students are exposed to a variety of dance, movement, music, and art experiences daily during 30 minute blocks as part of Individualized Learning time. This time is devoted to building on the Rocketeer Core Values while strengthening our bodies and talents. In addition to helping out students develop lifelong fitness habits, the PE curriculum is an opportunity for the Enrichment Center Coordinator to reinforce students' determination, persistence, and teamwork.

Local Field Lessons: With the knowledge that most of our students have not explored the fantastic cultural resources in the city, Field Lessons will expose students to the artistic, academic, and civil life of D.C. Additionally, we want our students to have the experience of attending concerts, dance performances, sports events, and lectures in order to practice the skills learned inside our school building in the outside environment. Opportunities for outside events will be used to motivate students who will earn their ticket to attend these special events.

Overnight Camps: RSDC intends to provide a unique and important component of RSDC science curriculum is exposing our students to overnight camps. These camps would occur primarily in 4th and 5th grades and some occur in 3rd grade as well. In order to make this possible, RSDC will work to create partnerships with several nature organizations, in order to expose our students to several important scientific standards and help them gain a deeper understanding of these concepts.

Fees for Extracurricular Activities: RSDC strives to select extracurricular activities that can be covered by the school's budget. If the school community decides to participate in any extracurricular or co-curricular activity that has associated costs that are outside of the school's budget, fundraising activities may be held in order to solicit donations to cover those costs. Under no circumstance will a student be denied participation to any extracurricular or co-curricular activity due to their inability to pay for such activities.

Please see "Community Partnerships" above for further detail s on how Rocketship D.C. will partner with local organizations to provide additional extracurricular activities for our students.

Safety, Order, and Student Discipline

All of our teachers are trained in the behavior management style of Lee Canter, utilizing behavioral narration in order to redirect off-task students. Behavioral narration provides an off-task student with explicit examples of expected actions and helps to redirect the student in a non-confrontational manner. If behavioral narration fails to redirect the student, teachers then have a quick check-in with the student, giving immediate feedback and another opportunity to follow directions. Our teachers also employ a school-wide classroom management tool, a clip chart system in order to promote school-wide behavioral expectations. These behavior management initiatives contribute to Rocketship's school-wide culture of high expectations, reinforcing the idea that a student is held to the same high standards throughout the entire school day.

In extreme instances, students may be referred to the Student Action Team (SAT) where teachers can collaborate with their peers to create targeted behavioral interventions. If the student continues to exhibit problem behaviors after these interventions, they may be referred for a Student Support Team (SST) meeting. Please refer to the section I for further details outlining Rocketship's discipline policy.

Student Behavior Philosophy

Rocketeers are exposed to our core values all day, every day. Each day starts with the Rocketship Launch, where all classes gather to say the Rocketeer Creed (our daily promise to live by these core values), and sing a song that highlights one core value per month. Additionally, within classrooms teachers use the language of the core values to recognize positive examples, and redirect student behaviors not in line with the core value expectations for students. Daily, students reflect on their own exhibition of these core values as they fill out their behavior reports and give themselves a score for that day's efforts. This level of consistency allows students to learn to be a Rocketeer very quickly, and builds the skills and mindsets necessary to succeed in middle, high school, college and beyond. Consistency also ensures that all students, including English Language Learners, are included in the school culture and held to the same set of high standards regardless of academic skill level.

By creating a transparent and consistent culture, we have found that students demonstrating unproductive or distracting behaviors are at a minimum. However, we are committed to ensuring that all Rocketeers succeed both academically and culturally, including English Language Learners and students with disabilities. Thus, we have a clearly articulated behavior and classroom management plan for all teachers.

Professional Development

RSDC has developed a comprehensive Professional Development Plan that is outlined below. Teacher development is supported by the Academic Dean position at each school. School leaders are supported by the Regional Director of Achievement and the Regional Managing Director and will actively engage in the Rocketship Education Network Leadership Program.

Teacher Professional Development

Teachers at RSDC will be focused on developing a deep understanding behind Rocketship's approach to their subject area. Typically, the learning objectives will include:

- A focus on the pedagogy which shapes the curriculum in their instructional focus area (humanities and/or math/science);
- A focus on the organizational culture, values and leadership skills necessary to lead students and families to significant gains (Rocketeer Core Characteristics);
- An understanding of the instructional practices outlined in the teacher Vision of Excellence and how to use them;
- A personalization of professional development through the Professional Growth Plan(PGP) process;
- An understanding of how to use student data to identify learning challenges, especially during Data Analysis Days;
- Techniques for individualizing their planning and instruction;
- Observation of excellent schools or instructors and learning their techniques/strategies; and
- A commitment to students and families in the attainment of ambitious academic growth goals.

To develop the necessary subject expertise for our teachers as well as provide ongoing support for Academic Deans, Rocketship Education partners with several outside professional development organizations and higher education institutions to conduct in-depth professional development in Humanities and Math. Currently, these organizations include Doug Lemov with Uncommon Schools, Formative Learning, Real Time Coaching with Lee Canter, and various others. Rocketship is constantly reflecting on student achievement data and teacher instructional needs in order to further develop the

professional development program and coordination of resources in order to ensure that all student, teacher, and school needs are addressed in order to realize significant gains in student achievement.

Summer Professional Development

Professional development at Rocketship begins several weeks prior to the start of school, typically in August. During this time, the schools focus on various items, including school culture, classroom management, planning (daily lesson plans, unit planning, and year-long planning), building culture within the school team, home visits and parent investment/empowerment, instructional techniques, and data. These first few weeks in the summer create a critical foundation for the staff at a school to build a collaborative culture of trust, but to also focus in-depth on creating a strong school culture and aligning on school and grade level goals for the year. Moreover, this additional time in the summer grants the Academic Dean, Assistant Principal, and Principal the opportunity to better on-board new Rocketship staff or new teachers in general. This systematic onboarding equips teachers with an understanding of the cultural expectations of the school, classroom management techniques, how to properly assess their student achievement and progress, and grants them additional time to familiarize themselves with the curricula and scope and sequence of instructional objectives for the year. This additional time solely reserved for professional development ensures that Rocketship schools are able to commence with a cohesive, collaborative team of educators that have already begun to invest parents and families in this work, while also being much more thoroughly prepared instructionally to ensure that the academic year is successful from day one.

Ongoing Professional Development

Rocketship Education's commitment to teacher professional development is further evidenced in the amount of time that is set aside throughout the year for teacher development. More than 150 hours, or almost three weeks, is set aside throughout the calendar year for staff professional development as a school in addition to summer programming, including each Wednesday afternoon, which is reserved for professional development. The professional development that occurs on Wednesdays is facilitated and organized primarily by the Academic Dean at each school site. The Academic Dean has access to a professional development scope and sequence that provides each school with a suggested timeline for introducing, learning, and practicing key components of the Vision of Excellence and the Rocketship Education professional development program. We are currently working to ensure that the scope and sequence is also differentiated by teacher experience level. However, the Academic Dean and school site retain the abiiity to deviate from the scope and sequence map in order to address more immediate or local needs of the school site. These may include items like addressing a school culture item, reviewing local school data and addressing any local instructional needs, and various other items that may arise.

Vision of Excellence and Professional Growth Plan

The core of Rocketship Education's professional development is the Vision of Excellence and Professional Growth Plan. The Vision of Excellence captures our best thinking on what it takes to be a successful beginning and veteran teacher at a Rocketship school. For beginning educators and experienced teachers new to Rocketship, we have developed the Rocketship Top Ten which outlines the most foundational teaching practices in the areas of instructional planning and classroom management and culture necessary for success at Rocketship. We believe that reaching proficiency in these ten areas helps teachers develop the necessary skills and experiences to then tackle more advanced teaching practices and to integrate fully into the Rocketship school community. The Vision of Excellence captures the ideal student outcomes that Rocketship teachers strive to achieve with their Rocketeers, the student

evidence that tells our teachers when they are on the right track towards reaching these outcomes, and the instructional best practices they'll need to employ to reach this vision.

The Vision of Excellence is divided into two main domains of teacher practice which are further divided into a series of pillars and discrete teacher actions. The culture of achievement domain is comprised of four main pillars of teacher work: investing Rocketeers in vision and goals, establishing rigorous classroom expectations and routines, creating a Rocketeer learning environment and investing in Rocketship families and the Rocketeer community. The rigorous instruction and mastery domain is comprised of two pillars of teacher work: facilitating rigorous instruction and employing an outcomes-driven approach. Each of these components has been strategically decided upon and created based upon other teacher development tools including the Teaching as Leadership framework developed by Teach for America, Charlotte Danielson's Framework for Teaching, and others. In addition, the sub-components of each section have been decided upon and based upon proven pedagogical practices such as Lemov's Taxonomy, Lee Canter, Project GLAD (Guided Language Acquisition Design) and others.

The Professional Growth Plan (PGP) is a coaching tool that captures a teacher's year-long and short-term student achievement SMART goals, professional development priorities and performance against the Rocketship Core Characteristics. The PGP is revisited at the start of every student data cycle to ensure that teachers and their coaches are making data-driven decisions that will have the greatest positive impact on student achievement. Another component of the PGP is the five Rocketeer Core Characteristics (Mission Driven, Innovative, Collaborative, Disciplined Thinker and Personally Responsible) that are at the foundation of the culture of RSDC. These core characteristics are an important part of the PGP as RSDC is focused on developing great teachers, which requires not only instructional knowledge and development, but also further development and alignment with the core of what makes a teacher successful at RSDC.

Every teacher at RSDC will have a Professional Growth Plan that is focused on their professional growth and development as a teacher and is individualized to their needs. The PGP is initially introduced at the beginning of the school year after a teacher's primary coach has the opportunity to observe the teacher multiple times and after the results of our beginning of year diagnostic assessments are available. The two sources begin to indicate the professional development priorities for each teacher. The teacher's coach then meets with the teacher in a one to one (1:1) meeting during which the coach and teacher collaboratively determine professional development priorities based on the menu of teacher actions in the Vision of Excellence and Rocketship Top Ten as well as the Core Characteristics. They will also set short-term SMART goals and determine focus students for the upcoming data cycle in this meeting. Finally, coaches and teachers determine their next steps to address these priorities and record them in the PGP tool. Following several coaching cycles and the results of the subsequent interim assessments, these priorities may shift as teachers meet their previous professional development goals. An example of the Vision of Excellence as well as the Professional Growth Plan for Rocketship teachers will be provided upon request.

The Academic Dean's Role in Professional Development

In order to fully be able to implement the Professional Growth Plan and professional development of teachers, Rocketship Education has an Academic Dean at each school. The Academic Dean is an experienced teacher (though does not teach within their Academic Dean role) who serves as a mentor for Rocketship teachers and they focus on professional development of staff members in addition to running academic and behavior support processes such as Student Success Teams. Thus, a majority of the Academic Dean's time is spent on professional development and focuses on the coaching of teachers and teacher development methods. While Academic Deans are by definition masters of their

academic area, successfully coaching other teachers is a completely different skill than successfully teaching children. While we believe that our Academic Deans will have already shown a predisposition to coaching based on the positive evaluations they had to receive from peers in order to be promoted, we will provide extensive professional development for new Academic Deans to help them learn our academic systems and the best techniques for mentoring their associated teachers. It is also crucial that Academic Deans stay current in their field both through internal professional development, external professional development opportunities, and by being involved in professional organizations like the International Reading Association and National Council of Teachers of Math.

The Academic Dean invests in the professional development of teachers through the execution of their PGP through multiple methods. These methods include pre-conferences prior to a lesson, observing lessons, videotaping lessons, post-conferences after a lesson, regular one to ones with teachers to reflect on their practice, modeling lessons, co-teaching, and various other techniques as well. Teachers are expected to meet with their Academic Dean at least once every two weeks for at least a half-hour after-school. However, these meetings often occur more often and allow the Academic Dean to invest additional time in the teacher's mentorship. The Academic Dean is also responsible for planning on-going professional development on a weekly basis. Every Wednesday is a shortened day, allowing the staff to come together for 3 hours of professional development and/or collaboration time each week. Deans plan for and facilitate these meetings, including such topics as data reflection, investing families and students in growth targets, improving management strategies, or simply sharing resources and planning for the next Social Studies or Science unit.

Although the Academic Dean plays a significant role in the development of staff, he or she does not act as the evaluator of any staff members. At Rocketship, we have divided the roles of mentor and evaluator. The Academic Dean is responsible for daily mentoring of teachers. In order to create a stronger relationship of trust and teamwork, Academic Deans follow the objectives of the PGP for guiding teachers, but evaluation of each teacher at mid-year and end of year for promotion purposes will be the responsibility of the Principal with significant input from the Academic Dean.

Other Professional Development Activities and the Leadership Development Program

Rocketship Education offers additional professional development activities for staff as well. These activities include providing teachers with a substitute and thus, the opportunity to observe other teachers within the Rocketship network or nearby schools that also produce excellent student outcomes. In addition, outside professional development providers are brought to schools depending on the needs and resources of a school.

In addition, teachers are given the opportunity to apply to the Leadership Development program, which provides additional professional development in the area of leadership, but also allows teachers to grow in other areas as well. Moreover, through the Leadership Development program, teachers are assigned Embedded Leadership Opportunities that are focused on a multitude of tasks like coaching a teacher, helping to facilitate professional development days, organizing parent involvement, and many, many more activities.

Structure of School Day and Year

School Year

Rocketship Education D.C.'s (RSDC) academic calendar will generally follow the academic calendar for nearby public schools. The school year will contain 185 instructional days. RSDC parents/guardians will

be responsible for sending their children to school and providing an explanation for absences. RSDC will have attendance policies to encourage regular attendance and to report truancies to appropriate local authorities. The attendance policy is articulated in our Parent Handbook, which will be provided upon request.

Bell Schedule and Instructional Minutes

RSDC days will run from 8 a.m. to 4 p.m. For students enrolled in the RtI Program, RSDC may offer a school day from 8 a.m. to 4:45 p.m. The number of instructional minutes offered for all grades will meet or exceed the State's requirements. This table delineates subject areas and minutes by grade level.

	Humanities	Math/Science	Individualized Learning	Total Daily Minutes
K	200	100	120	420
1	200	100	120	420
2	200	100	120	420
3	240	100	120	460
4	240	100	120	460
5	240	100	120	460

RSDC's blended learning model is an integral component to each student's learning experience at Rocketship. This Individualized Learning time is overseen by tutors (Individualized Learning Specialists) and classroom teachers and combines online curricula, independent reading, and tutoring (based upon an RtI model) that strengthen basic skills at the appropriate level for each student. This highly differentiated set of instructional methods translates into increased student mastery of basic skills and generates data that teachers can rely on in their own classroom instruction. All aspects of our vision—basic skill mastery, higher order thinking, and personal growth—are reinforced throughout the school day in both classrooms and during Individualized Learning, but our vision is for Individualized Learning time to complement classroom instruction provide the "lift" in basic skill acquisition and practice so that teachers can focus primarily on higher order thinking and personal growth. Particularly during classroom instruction, we expect students to be engaging with rigorous academic content at high levels and pursuing this content with urgency and passion. Please refer to the "School Culture" section above. Below is an overview of how Individualized Learning time is integrated into the students' instructional day. Further detail about Rocketship's blended learning model will be provided upon request.

<table>
<tr><th></th><th>1st Grade Class 1</th><th>1st Grade Class 2</th><th>1st Grade Class 3</th><th>1st Grade Class 4</th></tr>
<tr><td>1st Period</td><td rowspan="2">Humanities
Teacher A</td><td rowspan="2">Humanities
Teacher B</td><td>Math-Teacher C</td><td>Individualized Learning</td></tr>
<tr><td>2nd Period</td><td>Individualized Learning</td><td>Math-Teacher C</td></tr>
<tr><td>3rd Period</td><td>Math-Teacher C</td><td>Individualized Learning</td><td rowspan="2">Humanities
Teacher A</td><td rowspan="2">Humanities
Teacher B</td></tr>
<tr><td>4th Period</td><td>Individualized Learning</td><td>Math-Teacher C</td></tr>
</table>

The proposed school calendar, which includes schedule of professional development days, will be attached as an appendix below in section I.

B

B. Business Plan

1. *Planning and Establishment*

Profile of Founding Group

The founding group has been working tirelessly with the Rocketship Education National Office, which was founded in 2006 in San Jose, California, to promote the mission, vision and educational philosophy of Rocketship Education, a national network of high-performing charter schools. All members of founding team are currently affiliated with Rocketship Education and the charter schools it currently operates in San Jose, CA. This group has chosen to bring the effective and proven model of blended learning-infused instruction to students in D.C. based on the achievement gap that currently exists in D.C. and the D.C. Public Charter Schools Board's desire to bring innovative, high-quality operators to high-need areas throughout the state.

Key Members

The founding group consists of:

- ***John Danner***, Co-founder and CEO since 2006. As the founder of a successful internet technology company, elementary school teacher, and founder of a KIPP school in Nashville, John provides vision and direction for the ongoing development of the national organization and the Rocketship Public School Model.
- ***Preston Smith,*** Co-founder and President since 2006. Preston has successfully founded several schools in the Bay Area and is an expert in school leadership development and school design. He will play in integral role in the management of the national organization and its relationship with the D.C. schools.
- ***Andrew Stern,*** Chief Financial Officer since 2012. Andrew has led the financial and business development of several fast-growing companies in the high-technology industry. He oversees all business aspects of Rocketship Education including, finances, operations, and facilities development. Andrew is also the Chairman of the Launchpad Development Company Board (see "Facilities" below in section B.4).
- ***Lynn Liao,*** Chief Talent Officer since 2012. Lynn cofounded and led the growth of the Broad Residency, a national program to attract and support emerging business leaders to join urban school systems. She will lead all recruitment, professional development, and talent management programs across the organization.
- ***Kristoffer Haines,*** Vice President of National Development since 2011. Kristoffer has led development of Rocketship's Growth Strategy and expansion efforts. He also helped to develop KIPP Austin's regional growth strategy. Kristoffer leads all growth strategy, expansion, policy, communications, and external relations for Rocketship.

Planning Process

Currently, Rocketship Education has seven elementary schools in San Jose, California. With a network Academic Performance Index (API) of 855 in 2011-12, Rocketship is California's top performing charter school network serving low-income students. The founding group's collective capacities in school leadership, governance, curriculum, business management, and parent and community engagement has already fostered dramatic results for at-risk students in California. The founding group wishes to further Rocketship's mission to eliminate the achievement gap by opening a cluster of eight high-performing Rocketship schools in D.C., based on the achievement gap that currently exists there. Local community and civic leaders will be recruited to join the Rocketship Education D.C. (RSDC) Board of Trustees to

ensure that the specific needs of the communities our schools serve are being met.

Because Rocketship does not plan to open a school in D.C. for several years, local parents and teachers have not been involved in developing the charter application. Rocketship intentionally does not involve local community members in the charter application process in order not to raise expectations, as the first school in a region often does not open until several years after charter approval. However, we do believe that we implement a comprehensive and rigorous community outreach strategy. As detailed below, once a region is green-lit, Rocketship D.C. will begin intensive work to prepare a full 18 months in advance of the first school's opening. At this point, the Regional Support Office's Directors of Business, Achievement, and Community Development will be hired and immediately begin engaging local community members and parents on numerous fronts including: community outreach, student recruitment, teacher recruitment, curriculum development, and finalizing compliance, financial, and operations system.

Community Engagement
Please see "Community Partnerships" above in section A.4 for detailed description of RSDC's community engagement strategies.

Board of Trustees and School Leadership Recruitment
Please see section B.2 for details of board recruitment and section C.2 for further information about school leadership recruitment.

Corporate Structure and Non Profit Status
Please see "Articles of Incorporation" and "Bylaws" in section I.

2. Governance and Management

Board of Trustees
Rocketship Education D.C. (RSDC) will be governed by the Rocketship Education D.C. Board of Trustees ("Board"). The Board is ultimately responsible for the operation and activities of RSDC. Board Members have a responsibility to solicit input from, and opinions of, the parents of students, and the faculty and staff, regarding issues of significance and to weigh the input and opinions carefully before taking action. The primary method for executing their responsibilities is the adoption of policies that offer guidance and interpretation of the charter and procedures to assist the staff in facilitating the implementation of such policies. The Board consists of at least three and up to seven members who will govern RSDC. Two members will be parents, and a majority of Board members will be D.C. residents. Initially, three board members will serve three-year terms and the remaining board members will serve two-year terms. Each term thereafter will be two years. This staggering of terms will create a natural flow for future elections and ensure that the Rocketship Education D.C. Board does not experience full turnover at once.

Rocketship Education D.C. Board Duties
The Rocketship Education D.C. Board of Trustees will be responsible for the operation and fiscal affairs of the Charter School including but not limited to:

- Setting the enrollment and grade-level configuration for the Charter Schools including increasing enrollment to maximum levels;
- Approval of annual school budget, calendar, and salary schedules;
- Negotiation and approval of a Memorandum of Understanding ("MOU") or other contracts with D.C. Public Charter School Board;

- Negotiation and approval of Rocketship Education Management Agreement;
- Negotiation and approval of Rocketship Education Licensing Agreement;
- Approval of all financial policies that set the processes and controls for contracts, expenditures, and internal controls;
- Oversight of personnel actions (e.g. hiring, discipline, dismissal) All personnel actions other than those relating to the Principal shall be made by the Principal subject to operational policies of the school;
- Approval of bylaws, resolutions, and policies and procedures of school operation;
- Approval of all changes to the school charter to be submitted as necessary in accordance with applicable law;
- Participation as necessary in dispute resolution;
- Monitoring overall student performance;
- Evaluation of Principal(s);
- Monitoring the performance of the Charter Schools and taking necessary action to ensure that the school remains true to its mission and charter;
- Monitoring and ensuring the fiscal solvency of the Charter Schools;
- Oversight and approval of the RSDC annual independent fiscal audit;
- Participation as necessary in student expulsion matters pursuant to RSDC policy;
- Increasing public awareness of RSDC.

The principal will be responsible for leading all of the school site staff. The principal will report to the Regional Managing Director, who will be responsible for managing the functions of the Regional Support Office and will report directly to the Board.

Board Meetings

The Board of Trustees will meet regularly to review and act on its responsibilities. The Board of Trustees meetings will be headed by a Board Chairman. As long as quorum exists as defined by the corporate bylaws, measures voted on by the Board of Trustees may be passed with a simple majority of present members.

Board Training

The Board of Rocketship Education D.C. understands that it is imperative that each board member receives comprehensive board orientation as well as on-going training so that each board member can most effectively serve in governance of Rocketship Education D.C. In order to establish a strong foundation, orientation will take place with each new board member once the charter has been approved. The goals of the Board orientation will be to:

- Communicate the mission, goals, and values of Rocketship Education D.C.
- Define the roles of the Board and its members
- Provide an overview of Rocketship Education D.C.'s educational program
- Share board policies and manual
- Familiarize the Board with financial management systems implemented at Rocketship Education D.C.

Rocketship Education D.C. will seek out partnerships with the D.C. Public Charter Schools Board and other community organizations in order to ensure that board members are continually developing in their understanding of charter school governance. In order to keep the training topics relevant, we will conduct a needs assessment to identify the needs of the Board and create an appropriate timing plan.

The board meeting calendar will be created annually and will include a description of topics which will be addressed. This document will also guide the timing of the development plan. Depending on the needs of the Board, topics may include:

- Introduction to charter school boards
- Performance management
- Charter school policy
- Conflict management
- Budgeting and fiscal management
- Charter school facilities
- Rocketship educational program
- Governing Relationship Between Board and Key Administrative Leaders

Board Experience and Recruitment

The RSDC Board will consist of civic and community leaders from the communities served by RSDC and also two members who are parents of current RSDC students. The Board Chairman will have a seat on the Rocketship Education National Governing Board of Directors and will be responsible for providing regional updates to the National Governing Board. Board members will be recruited on an ongoing basis. Qualifications of Board members should include:

- Knowledge of the local political landscape;
- Non-profit leadership;
- Experience in human capital management;
- Experience with local real estate development;
- Legal Expertise; and/or
- Financial Expertise.

Board Monitoring of School Performance

The RSDC Board of Trustees will monitor school performance through the use of dashboards designed to measure network health. School performance is monitored according to academic achievement and financial health. All decisions related to principal evaluation, possible resource re-allocation, or staffing changes are reflective of the board's analysis of the school's performance according to these dashboard metrics.

Each board meeting will analyze school performance according to the following academic achievement metrics:

- Previous scores on state standardize-tests (if available)
- State assessment projections (calculated based on internal assessments)
- Average Northwest Evaulation Assessment (NWEA) growth
- Percent of students scoring over the 50th percentile on the NWEA assessment

The board will also analyze school performance according to financial health:

- % of students who qualify for free and Reduced Lunch (FRL)
- Enrollment % (average enrollment / budgeted enrollment)
- Attendance rate (ADA) % (ADA / average enrollment
- Effective ADA% (ADA / budgeted enrollment)
- % variance from budgeted Profit and Loss (P&L) – Revenues
- % variance from budgeted P & L – Expenses

- Audit findings (if applicable)

If any of the above dashboard metrics are deemed to be underperforming the RSDC board will schedule additional meeting time to plan mitigation. Often, RSDC staff will be asked to present additional detail to help the Board determine appropriate action.

Generally, the Board will generally consider the following mitigating procedures:

- Devoting additional resources to the problem area
- Re-allocating resources from other parts of the school
- Re-examine staff headcount
- Evaluate the performance of principal and other school leadership and put into place improvement plans if necessary
- Consider any possible staffing changes

Please see the Bylaws and specifically sections 2, 11, and 12 of the Management Agreement in section I for information on how RSDC Board will hold the Management Organization, Rocketship Education, accountable.

Transition Plan

Rocketship's National Development team has been working for several months to determine the composition of the RSDC Board. These founding board members will also make up the "Working Board" once it is formed.

The Rocketship Education's National Development team, as well as other Rocketship National Office departments will help prepare the RSDC Board for governance. This will include onboarding and training to help educate board members about charter school governance, D.C. educational policy, and exposure to the Rocketship Public School Model.

Rocketship Education's Vice President of National Development will serve as the primary point person for the RSDC Board as it prepares for school opening. This individual will spearhead all preparation for the launch of the first RSDC School (likely in Fall 2015). This person will also be responsible for coordinating board trainings. While the board is self-perpetuating, the VP of National Development will provide support and guidance in replacing board members.

Board members will be on-boarded once RSDC is green-lit by Rocketship Education's National Governing Board (likely in February of 2014). At that point, the RSDC Board of Trustees will be formed. Many of these initial meetings will be geared toward onboarding, training, and preparing the RSDC Board to transition from a founding board to a working board.

School Site Council

The School Site Council (SSC) will be composed of the principal, teachers, classified staff, and parents from each school. The SSC will help ensure that the RSDC Board of Trustees receives input from the school-level. The SSC will seek to empower and inform parents in the education of their children, the allocation of school resources, and the building of community and culture at their specific school. Additionally, Rocketship's SSCs will not only be an open forum for parents, but will also have opportunities for parents' professional development (through guided exposure to data and analyses, and training around budget review).

Rules and Policies

Please see above for description of Board of Trustees powers and duties as well as section I for the Bylaws, description of ethical standards, conflicts of interest procedures, and overall board policies.

Administrative Structure

Administrative Head

While a founding principal has not been hired, we acknowledge that a strong school leader is one of the most important ingredients for a successful region. Among the most important components of success for new schools are the talents and capabilities of its leader and his/her ability to replicate Rocketship's school model and culture. One of the highest priorities as we continue our search for high-quality leaders is that the candidates are familiar with and committed to that region's neighborhoods and communities. We are currently in the process of recruiting individuals and have been in contact with organizations that support high-quality teacher and leadership development, such as Teach For America, to identify top-quality educators with an interest in opening Rocketship schools in D.C.

Regional Administrative and Management Team

In order to ensure academic success of each school, Rocketship Education D.C. (RSDC) will have a Regional Support Office (RSO). The RSO team will manage all non-academic functions of the cluster of schools, allowing the principal to focus on instructional management. Recruitment and hiring for the founding RSO team will take place immediately following green-lighting by the Rocketship Education National Governing Board of Directors. Please see section C.2 for more information on key RSO positions and duties as well as descriptions of school leadership roles and responsibilities.

Please see section B.2 above for information on School Site Council for more information on how parents, teachers, and students will input decision-making.

Performance History of Experienced Operator

Current Schools and Contact Information 2012-13

School Name	Year Opened	Address	Grades Served	Total Enroll.	Contact Name	Title	Contact Email	Contact Phone
Rocketship Mateo Sheedy	2007	788 Locust St. San Jose, CA 95110	K-5	591	Maricela Gurrero	Principal	mguererro@rsed.org	(408) 286-3330
Rocketship Si Se Puede	2009	2249 Dobern Ave. San Jose, CA 95116	K-5	658	Andrew Elliott-Chandler	Principal	aelliottchandler@rsed.org	(408) 824-5180
Rocketship Los Suenos	2010	331 S. 34th St. San Jose, CA 95116	K-4	630	Drew Sarratore	Principal	dsarratore@rsed.org	(408) 684-4028
Rocketship Mosaic Academy	2011	950 Owsley Ave. San Jose, CA 95122	K-5	635	Adam Nadeau	Principal	anadeau@rsed.org	(408) 899-2607
Rocketship Discovery Prep	2011	370 Wooster Ave. San Jose, CA 95116	K-5	638	Joya Deutsch	Principal	jdeutsch@rsed.org	(408) 217-8951
Rocketship Brilliant Minds	2012	2962 Story Rd. San Jose, CA 95127	K-2	181	Kit Tollerson	Principal	ktollerson@rsed.org	(408) 990-6139
Rocketship Alma	2012	198 W. Alma Ave. San Jose, CA 95110	K-3	485	Sharon Kim	Principal	skim@rsed.org	(408) 931-6838

Demographic and Socioeconomic Data for Current Schools 2012-13

RSED Network Wide	#	%
Total Enrollment	3818	N/A
FRL	3290	85.89%
EL	2635	69.47%
SPED	194	5.08%
Hispanic Students	3202	83.87%
Black/African American	90	2.36%
White	87	2.27%
Other	439	11.50%

Rocketship Mateo Sheedy	#	%
Total Enrollment	591	N/A
FRL	500	84.60%
EL	401	67.85%
SPED	19	3.21%
Hispanic Students	527	89.16%
Black/African American	17	2.88%
White	16	2.71%
Other	31	5.25%

Rocketship Si Se Puede	#	%
Total Enrollment	658	N/A
FRL	596	90.58%
EL	434	65.96%
SPED	28	4.26%
Hispanic Students	578	87.84%
Black/African American	5	0.76%
White	6	0.91%
Other	69	10.49%

Rocketship Los Suenos	#	%
Total Enrollment	630	N/A
FRL	562	89.21%
EL	442	70.16%
SPED	36	5.71%
Hispanic Students	542	86.04%
Black/African American	23	3.65%
White	12	1.90%
Other	53	8.41%

Rocketship Mosaic	#	%
Total Enrollment	635	N/A
FRL	531	83.62%
EL	455	71.65%
SPED	25	3.94%
Hispanic Students	478	75.28%
Black/African American	7	1.10%
White	10	1.57%
Other	140	22.05%

Rocketship Discovery Prep	#	%
Total Enrollment	638	N/A
FRL	541	84.80%
EL	429	67.24%
SPED	51	8.00%
Hispanic Students	515	80.72%
Black/African American	22	3.45%
White	34	5.33%
Other	67	10.50%

Rocketship Brilliant Minds	#	%
Total Enrollment	181	N/A
FRL	152	84.53%
EL	132	72.93%
SPED	8	4.42%
Hispanic Students	150	82.87%
Black/African American	5	2.76%
White	0	0.00%
Other	26	14.37%

Rocketship Alma Academy	#	%
Total Enrollment	485	N/A
FRL	407	83.92%
EL	342	70.52%
SPED	27	5.57%
Hispanic Students	412	84.95%
Black/African American	11	2.27%
White	9	1.86%
Other	53	10.92%

State Accountability Data

Existing Rocketship Education schools have prided themselves on their academic results. State accountability data from the past 3 years clearly demonstrate high student achievement and

Rocketship's ability to close achievement gaps. The table below provides overall Rocketship API scores (calculated from the California State Test) and demonstrates how Rocketship schools outperform neighboring district schools. (Note: there is not data provided for Rocketship Discovery Prep due to errors still to be corrected by the California Department of Education)

	Overall		
School Name	**N Scores Included**	**2012 API**	**Median API of Similar School Group**
Rocketship Mateo Sheedy Elementary	301	924	786
Rocketship Mosaic Elementary	154	872	
Rocketship Si Se Puede Academy	335	861	794
Rocketship Los Suenos Academy	269	793	775
Rocketship Discovery Prep			
Network Average	***265***	***863***	***785***
Average of Elementary Schools in Nearby Districts	**Average N Scores**	**Average 2012 API**	
Alum Rock Union Elementary (20 schools)	278	813	
Franklin-McKinley Elementary	363	803	
San Jose Unified	376	826	

School Name	Subgroups					
Rocketship Mateo Sheedy Elementary	N Hispanic	Hispanic API	N Socioeconomically Disadvantaged	Socioeconomically Disadvantaged API	N English Learners	English Learners API
Rocketship Mosaic Elementary	283	921	286	921	251	925
Rocketship Si Se Puede Academy	116	846	135	863	126	861
Rocketship Los Suenos Academy	296	849	307	853	272	
Rocketship Discovery Prep	243	779	240	780	223	793
Network Average						
	235	***849***	***242***	***854***	***218***	***860***
Average of Elementary Schools in Nearby Districts		Avg Hispanic API		Avg SD API		Avg English Learner API
Alum Rock Union Elementary (20 schools)		791		813		803
Franklin-McKinley Elementary		753		790		794
San Jose Unified		786		765		794

Additionally, the link below provides access to a comprehensive report of Rocketship results on the California State Test (CST) in math and literacy over the past 3 years. The data is broken down by student subgroups and demonstrates how high populations of low-income and English Language Learners have still achieved at a very high level. Additionally, one of the tabs in the report contains student achievement data for primary grades (note: K-1 is not tested on the California State Test) from the NWEA MAP Assessment in order to demonstrate Rocketship student achievement for students not tested on state accountability assessments. https://rsed.box.com/s/zhkpruzi25z3tiai5ows

Descriptive Information and Non-Academic Indicators

The table below details non-academic indicators of the health of existing schools including data on student demographics, attendance, and student retention.

2011-2012																		
School	*Grd Served*	*# of Students*	*Yrs of Oper.*	*Stu. Retention*	*Network Staff Retent.*	*Susp.*	*Attend.*	*# of Stu. on Waitlist*	*Demographics*									
									Am Ind.	*Asian*	*Af. Am*	*Hisp.*	*Pac Isl*	*No Rep.*	*White*	*Free/Red Lunch*	*ELL*
Mateo Sheedy	K-5	514	5	94.00%	Network: 72%	8	98%	54	1%	2%	3%	89%	1%	0%	0%	87%	64%
Si Se Puede	K-5	538	3	93.00%		4	97%	77	0%	9%	1%	89%	1%	0%	1%	91%	61%
Los Suenos	K-4	507	2	84.00%		13	96%	66	0%	8%	3%	87%	0%	0%	1%	88%	75%
Mosaic	K-3	424	1	86%		0	96%	161	0%	19%	1%	77%	0%	0%	2%	85%	79%
Discovery Prep	K-4	428	1	88%		2	96%	113	1%	10%	2%	78%	0%	2%	7%	80%	72%
2010-2011																	
School	*Grd Served*	*# of Students*	*Yrs of Oper.*	*Stu. Retention*	*Network Staff Retent.*	*Susp.*	*Attend.*		*Demographics*									
									Am Ind.	*Asian*	*Af. Am*	*Hisp.*	*Pac Isl*	*No Rep.*	*White*	*Free/Red Lunch*	*ELL*
Mateo Sheedy	K-5	465	4	90.68%	Network: 75%	N/A	98%	Not yet tracked	0%	2%	1%	92%	1%	3%	1%	88%	71%
Si Se Puede	K-4	489	2	85.06%		N/A	97%	Not yet tracked	0%	7%	0%	87%	1%	3%	2%	89%	76%
Los Suenos	K-3	392	1	86.63%		N/A	96%	Not yet tracked	0%	1%	0%	86%	0%	13%	0%	91%	81%
Mosaic	N/A	N/A	0	N/A	N/A	N/A	N/A	Not yet tracked	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Discovery Prep	N/A	N/A	0	N/A	N/A	N/A	N/A	Not yet tracked	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2009-2010																	
School	*Grd Served*	*# of Students*	*Yrs of Oper.*	*Stu. Retention*	*Network Staff Retent.*	*Susp.*	*Attend.*	*# of Stu. on Waitlist*	*Demographics*									
									Am Ind.	*Asian*	*Af. Am*	*Hisp.*	*Pac Isl*	*No Rep.*	*White*	*Free/Red Lunch*	*ELL*
Mateo Sheedy	K-5	451	3	91.00%	Not yet tracked	N/A	97%	Not yet tracked	0%	2%	1%	93%	1%	1%	1%	88%	76%
Si Se Puede	K-4	417	1	88.00%		N/A	96%	Not yet tracked	0%	5%	0%	91%	0%	3%	0%	84%	83%
Los Suenos	N/A	N/A	0	N/A	N/A	N/A	N/A	Not yet tracked	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mosaic	N/A	N/A	0	N/A	N/A	N/A	N/A	Not yet tracked	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Discovery Prep	N/A	N/A	0	N/A	N/A	N/A	N/A	Not yet tracked	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Financial Statements

Below is a copy of the most current, unaudited financials for Rocketship Education and its affiliates. Additionally, a link is provided for purposes of accessing our past 3 years of audited financial statements in their entirety.

ROCKETSHIP EDUCATION
AND ITS AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2012
(UNAUDITED)

	Rocketship Education	Launchpad Development Company	Eliminations	Consolidated
ASSETS				
CURRENT ASSETS:				
Cash and cash equivalents	$ 6,418,612	$ 2,743,059	$ -	$ 9,161,671
Restricted cash	-	1,938,861	-	1,938,861
Accounts receivable	9,653,827	62,778	(2,294,119)	7,422,486
Grants receivable	333,598	-	-	333,598
Intercompany receivable	-	-	-	-
Prepaid expenses and deposits	261,630	157,884	-	419,514
Total current assets	16,667,667	4,902,582	(2,294,119)	19,276,130
LONG-TERM ASSETS:				
Note receivable	-	560,000	-	560,000
Grants receivable	582,367	-	-	582,367
Intercompany receivable	-	601,008	(601,008)	-
Security deposits	1,725,000	-	(1,725,000)	-
Prepaid expenses and deposits	-	7,500	-	7,500
Property, plant & equipment	113,957	44,884,973	-	44,998,930
Less: Accumulated depreciation	(71,893)	(2,330,216)	-	(2,402,109)
Total property, plant and equipment, net	42,064	42,554,757	-	42,596,821
Total long-term assets	2,349,431	43,723,265	(2,326,008)	43,746,688
Total assets	$ 19,017,098	$ 48,625,847	$ (4,620,127)	$ 63,022,818
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	$ 552,022	$ 2,597,351	$ (301,910)	$ 2,847,463
Accrued liabilities	1,362,392	364,169	-	1,726,561
Accrued interest	12,521	233,310	(20,929)	224,902
Deferred revenue	-	12,470	-	12,470
Intercompany payable	-	-	-	-
Current portion of loans payable	2,210,000	865,432	-	3,075,432
Total current liabilities	4,136,935	4,072,732	(322,839)	7,886,828
LONG-TERM LIABIUTIES:				
Accrued interest	149,961	-	-	149,961
Deferred rent liability	601,008	-	(601,008)	0
Convertible loans	1,150,000	-	-	1,150,000
Intercompany payable	-	-	-	-
Security deposits	-	1,725,000	(1,725,000)	-
Loans payable	600,000	42,570,616	(1,971,280)	41,199,336
Total long-term liabilities	2,500,969	44,295,616	(4,297,288)	42,499,297
NET ASSETS:				
Unrestricted	10,809,361	257,499	-	11,066,860
Temporarily restricted	1,569,833	-	-	1,569,833
Total net assets	12,379,194	257,499	-	12,636,693
Total liabilities and net assets	$ 19,017,098	$ 48,625,847	$ (4,620,127)	$ 63,022,818

ROCKETSHIP EDUCATION AND ITS AFFILIATES CONSOLIDATING STATEMENT OF ACTIVITIES For the Year Ended June 30, 2012 (UNAUDITED)	Rocketship Education	Launchpad Development Company	Eliminations	Consolidated
UNRESTRICTED NET ASSETS:				
Revenues				
Apportionment revenue	$ 7,750,396	$ -	$ -	$ 7,750,396
Categorical grant revenue	2,234,521	-	-	2,234,521
Property taxes	4,178,669	-	-	4,178,669
Other State revenue	3,612,095	-	-	3,612,095
Federal revenue	2,791,167	-	-	2,791,167
Other local revenue	213,006	3,161,065	(3,148,297)	225,774
Contributions	4,553,581	187,546	(194,233)	4,546,894
Amounts released from restriction	1,583,000	-	-	1,583,000
Total unrestricted revenues	26,916,435	3,348,611	(3,342,530)	26,922,516
Program expenses				
Educational programs	16,278,556	-	(3,148,297)	13,130,259
Supporting services				
Site supports	1,950,305	4,120,914	(100,000)	5,971,219
Program development and expansion	1,142,245	-	-	1,142,245
Administration and general	3,002,389	332,917	(94,233)	3,241,073
Total supporting services	6,094,939	4,453,831	(194,233)	10,354,537
Total expenses	22,373,495	4,453,831	(3,342,530)	23,484,796
Increase (decrease) in unrestricted net assets	4,542,940	(1,105,220)	-	3,437,720
TEMPORARILY RESTRICTED NET ASSETS:				
Amounts released from restriction	(1,583,000)	-	-	(1,583,000)
Contributions	1,569,833	-	-	1,569,833
Increase (decrease) in temporarily restricted net assets	(13,167)	-	-	(13,167)
Beginning net assets	7,849,421	1,362,719	-	9,212,140
Ending net assets	$ 12,379,194	$ 257,499	$ -	$ 12,636,693

Link to past 3 years of audited financials: https://rsed.box.com/s/778opueaaq0zo99ws905

Draft Contract

Please see section I for a draft of Rocketship D.C.'s proposed management and licensing agreements with Rocketship Education.

3. Finance

Anticipated Sources of Funds

Sources of Funds
Please see the "Budget Narrative in section E" for a complete description of revenue estimates. Each of these can also be found in the Budget worksheets https://rsed.box.com/s/ocxkxy4p8ipv3z1sqc96

Contingency Planning
As noted in the Budget Narrative, RSDC has been conservative in these financial projections. First, while the expense structure is based off of targeted enrollment, the revenues are based on a lower, budgeted enrollment, that presumes we do not hit our targets. Rocketship has historically never missed an enrollment target. Second, Rocketship Education is projecting flat revenues from FY 2011-12, not assuming any revenue increases over the entire five year period. Third, each RSDC school has an annual contingency expense of $300,000-$400,000 to cover any unexpected costs or revenue shortfalls. Finally, each RSDC school is projected to carry a high level of financial health through its cumulative reserve, which should approach nearly $2.5M by the end of the 5th Year of operation.

Financial Goals
RSDC has created five year projections that it believes will allow the schools to achieve their ambitious academic goals while also providing sufficient financial health for the schools and the network. RSDC will be using the innovative Rocketship Public School Model, which efficiently allocates resources across the school to be used in the most effective ways. RSDC seeks to create schools that are financially healthy on an annual and ongoing basis, so that they may become financially stable and reliable members of the communities in which they operate. Please see the "Budget Narrative" in section E for a complete description of financial goals and health metrics. Each of these can also be found in https://rsed.box.com/s/ocxkxy4p8ipv3z1sqc96

Planned Fundraising Efforts
RSDC schools are operated to be sustainable on public funds alone. RSDC is projecting no ongoing fundraising revenues at the schools.

Each RSDC school has included a $250,000 startup grant from the Walton Family Foundation to be received by the school in Year 1 of operations. While these funds have not yet been committed, each Rocketship school to date has received the grant and Rocketship Education's National office maintains a close relationship with the Charter School Growth Fund, who distributes the Walton grants.

Fundraising will be conducted to support the RSDC Regional Support Office organizations to support start-up expenses prior to achieving sustainability with 8 schools in the region. It is anticipated that RSDC will raise $3,500,000 of funds from various local organizations prior to the RSO being established. Raising this capital is a precondition of green-lighting by Rocketship's National Governing Board of Directors. Therefore, while this start-up funding is not currently secured, RSDC will not open without it.

Financial Management and Accounting

Accounting Software
The Director of Regional Business will use Intacct, an online accounting program to ensure that the books and records are kept accurately, completely and in compliance with financial policies. Intacct has the ability to provide real-time information on the financial position of the school to the Principal, Regional Director of Business and the RSDC Board of Trustees. Intacct's nonprofit management module has the ability to produce reports in accordance with GAAP and FASB and in keeping with best practices around fund accounting.

The Accounting System

The school has established accounting methods to identify, assemble, classify, record and report transactions. The methods are set up to: (1) identify and record all of the organization's transactions; (2) describe the transactions in enough detail to allow classification for financial reporting, and (3) indicate the time period in which transactions occurred in order to record them in the proper accounting period. The fiscal year is from July 1st to June 30th. The organization's audited financial statements must be approved by the Board and provided to the appropriate oversight entities according to all applicable requirements and deadlines. Furthermore, the Board of Trustees approves the school's budgets prior to the beginning of each fiscal year. The budgets are drafted for Board review and approval following the third quarter and prior to the close of the fiscal year.

The Accounting Cycle

The school's accounting system is designed to accurately process, record, summarize, and report transactions of the organizations. The component bookkeeping cycles fall into one of four primary functions:

Revenue and cash receipts

Key steps in this area include:

- Processing cash receipts
- Depositing Funds
- Recording cash receipts in the general ledger and subsidiary records
- Performing month-end reconciliation procedures for all account balances
- Processing general ledger integration for private donations/revenue

Purchases and cash disbursements

Key steps in this area include:

- Processing purchases (credit card, check, and reimbursement)
- Processing invoices
- Issuing checks
- Recording checks in the general ledger and in cash disbursement journals
- Performing month-end reconciliation procedures

Payroll

An outside service provider will perform the payroll process. The Regional Director of Business will coordinate with the payroll processor to ensure that payroll is processed accurately and in accordance with state and federal rules and regulations. Key steps in this area include:

- Obtaining and gathering payroll information
- Submitting information to the vendor for processing
- Performing semi-monthly reconciliation
- Preparing W-2s, the W-3, and other annual payroll tax returns

General Ledger and Financial Statements

The general ledger process consists of posting the period's transactions to accounting software, which produces the financial statements. RSDC's Director of Regional Business will reconcile bank and credit card accounts, payroll, review general ledger and prepare for the annual audit. Key steps in this area include:

- Preparing monthly journal entries

- Reconciling bank accounts and other general ledger accounts
- Reviewing general ledger activity and posting adjusting journal entries
- Producing monthly and annual financial statements
- Producing the annual budget

Property and Equipment

RSDC Regional Director Business is responsible for maintaining an inventory of all school equipment and furniture inventory and will account for depreciation based on the School's inventories. Depreciation associated with the fixed assets will be calculated based on its useful life and using a straight-line depreciation method. The Regional Director of Business and each school's principal are responsible for ensuring that accurate inventories are maintained. For example, school laptops are maintained in this inventory list and each employee gets a company-issued laptop for work use. Upon receiving any property that qualifies as a fixed asset, the following is recorded:

- Name and description
- Serial number, model number, or other identification
- Vendor name and acquisition date
- Location of the equipment
- Purchase Date
- Vendor
- Disposal Date
- Disposal Reason

Civil Liability and Insurance

Rocketship Education has partnered with Archway Clayton Insurance Company to provide insurance coverage for its current schools. We intend to partner with Archway Clayton Insurance Company for our Rocketship D.C. schools as well. While exact levels of coverage will not be determined until post-approval, Rocketship will meet all minimum requirements. As a means of assurance, Archway Clayton Insurance also drafted a letter that has been included in section I.

Provision for Audit

Budget Creation and Annual Reports

The Rocketship Education Finance Team has reviewed and discussed the budget to make sure it accurately reflects the school design of RSDC. This budget capitalizes on available information from individuals who have already been through the process of chartering and opening a school and validated against the historical performance of schools currently in operation.

On an annual basis, the RSDC Regional Director of Business will conduct the budgeting process which begins in March. In March, the Regional Director of Business will analyze the year-to-date and projected performance of the school relative to the budget for the year focusing on anticipated variances especially if they are detrimental to overall financial performance. The Regional Director of Business will then update the 5 year financial projection model for the school using current projections on state and federal revenue levels, enrollment, compensation and other expenses adjustments and variances in working capital. This budget will then be distilled into a one-year budget which will be presented to the Principal(s) and Regional Managing Director. The Regional Director of Business will collaborate with the Regional Managing and Principal(s) to align resource allocations with the strategic priorities of the school while ensuring the long-term financial health of the school.

By mid-April of each year, the Regional Director of Business presents a preliminary budget to the Board Business Committee for their feedback and review. The final budget is presented to the full Board of Trustees approximately three weeks later after incorporating feedback from the Business Committee and other school constituencies (parents, teachers, etc.).

Each month, the Regional Director of Business will review the year to date financial performance, projected financial performance and variances with the Principal(s) and Regional Managing Director. Additionally, the Regional Director of Business will meet to discuss financial performance with the Board of Trustees Business Committee. The Annual Financial Report will be compiled by the Regional Director of Business by August of each year and sent to the Board for approval. The approved Annual Financial Report will be submitted to the authorizer as required, on an annual basis.

Annual Audit

The RSC Regional Support Office and all schools will engage in an annual audit of financial and administrative operations. The organization will adhere to the accounting, auditing, and reporting procedures and requirements that apply to public schools operating in Washington D.C.

4. Facilities

Identification of a Site and Financing Plans

Rocketship Education's National Development and Facilities Teams will begin the process of identifying the first facility following approval of the charter application and prior to the National Governing Board of Directors green-lighting the D.C. region. Historically, we have used local brokers to assist us in navigating the local real estate market. We are open to exploring two options of facilities acquisition if there are no options to access underutilized school district facilities: new construction or renovating a commercial building. Rocketship Education will be responsible for financing the acquisition, development and construction of all facilities through its affiliate, Launchpad Development Company. Launchpad and Rocketship's Facilities Team have demonstrated market leading expertise at securing financing from private and public investors and will devise an optimal strategy based on the specific facility that is chosen. Additionally, Rocketship and Launchpad have recently developed a relationship with the Canyon-Agassi Charter School Facilities Fund, and may work with them to develop facilities for Rocketship D.C., as the group has identified Washington D.C. as target market for its own expansion.

Building Maintenance

Following green-lighting, the Rocketship staff will work with local developers to obtain and prepare the first building for occupancy. Green-lit schools will have an eighteen-month timeline before school opening. Rocketship has successfully developed six facilities on empty lots in the Bay Area. Additionally, Rocketship staff has prior experience financing and managing significant renovation projects for charter schools. Because each school is green-lit eighteen months prior to opening, all eight RSDC schools will follow the same development cycle and process. All facilities will comply with state and local health and safety requirements and timelines for developing these plans are indicated within the Start Up Plan included in "Implementation of the Charter" in section C.4.

5. Recruiting and Marketing

Recruitment of Students

Outreach and Recruitment

Rocketship schools strive to achieve a student population reflective of the surrounding geographic area, and particularly of the neighborhoods in which the schools are located. To this end, extensive outreach is conducted by the Regional Director of Community Development, Rocketship Principals, Office Managers, Parent Ambassadors, and other staff and volunteers. This outreach takes place in a wide variety of community venues, from houses of worship to Head Start programs to local libraries to local stores.

RSDC will implement a strategy that includes, but is not necessarily limited to, the following elements or strategies which focus on achieving and maintaining a racial and ethnic balance among students that is reflective of the general population residing within the D.C. Region. The strategy includes printing and distributing materials in English, Spanish and other languages reflecting the needs of the community, and:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based application process
- The development and distribution of promotional and informational material that reaches out to all of the various racial and ethnic groups represented in the D.C. Region
- Outreach Activities for Spanish Speaking Families
- As part of outreach to Spanish speakers, Rocketship D.C. provides:
    - Flyers in both English and Spanish about upcoming RSDC meetings
    - General information sheets, and other key documents, including the school vision and mission statement in Spanish
    - Information in Spanish on the Rocketship Education website
    - Spanish translators at all general meetings

Rocketship D.C. shall analyze the success and/or weakness of its outreach initiatives. RSDC shall utilize the data from this self-evaluation to make any necessary revisions to the outreach initiatives.

Timeline

Specific enrollment timelines will be established by the Founding School Leader following green-lighting by our National Governing Board of Directors. Below is an overview of our general enrollment timelines, starting 12 months prior to school opening:

- ***October***-Community outreach begins. Making connections with local head-start programs and other community organizations. Gaining an understanding of local recruitment norms and best practices.
- ***December***-Student recruitment begins. Presenting at local organizations and handing out flyers at community events.
- ***March***- Goal to have approximately 50% of capacity accounted for with student interest and applications.
- ***June***-Goal to have 100% of capacity accounted for with student applications.
- ***July-August***-Pre-enrollment activities and family orientation workshops.

Waiting List, Withdraws, Re-enrollments, and Transfers

Rocketship schools will create an ordered waiting list with the remaining interested families after the lottery. Any families who express interest mid-year will also be added to the waiting list. Should any openings occur throughout the year, students on the waiting list will be admitted according to the order on the waiting list. Should any student withdraw and wish to re-enroll, they will be placed at the bottom of the waiting list. Students interested in transferring to another Rocketship school would need to enter the lottery for that school as a new student.

Non-Discrimination

Rocketship Education D.C. shall strive, through recruitment and admissions practices, to achieve a racial and ethnic balance among its students that is reflective of the general population residing within the D.C. region and the specific neighborhoods that we will serve.

Future Expansion and Improvements

All Rocketship D.C. schools will open at full enrollment, grades K-5, serving approximately 630 students (approximately 105 students in each grade) from the opening of the school in Year 1. Prior to each school year, RSDC plans to have waitlists in place of at least 10% of each class size to mitigate uncertainty, consistent with the waitlists of Rocketship's existing schools. Enrollment numbers will remain consistent due to ongoing student recruitment even after the school's initial opening. Rocketship's Regional Offices of Community Development and Business will support these ongoing recruitment efforts.

Projected Enrollment Matrix

The table below indicates Rocketship D.C.'s projected enrollment matrix. Please note that as RSDC is still several years out from opening its first school and this table represents only preliminary projections and Rocketship D.C. will engage in developing more accurate projections post-approval in the months leading up to the first school's opening. Note also that the table represents the enrollment of a single RSDC school. Each campus would follow a similar enrollment pattern, but please note that in Year 2 there would be two RSDC campuses, three in year 3, five in Year 4, and eight in Year 5 (please see "Strategic Vision and Five Year Growth Plan in section A.1 above)

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
K	105	105	105	105	105
1	105	105	105	105	105
2	105	105	105	105	105
3	105	105	105	105	105
4	105	105	105	105	105
5	105	105	105	105	105
#s of SPED	95	95	95	95	95
#s of ELL	63	63	63	63	63
Total	***630***	***630***	***630***	***630***	***630***

Opening Additional Campuses

As noted throughout the charter, Rocketship D.C. intends to initially open 8 schools in D.C. over the course of 5 years. Each school would follow the same model of enrolling at full capacity, and we anticipate each school would have the enrollment numbers listed above. Please also see "Strategic Vision and Five Year Growth Plan" above in section A.1 for additional detail on our plans for strategic expansion throughout the D.C. region.

C. Operations Plan

1. Student Policies and Procedures

Timetable for Registering and Enrolling

Timeline
Please see "Recruitment of Students" above in section B. 5 for detail on timeline for registering and enrolling students. Please also see the Start-Up plan in "Implementation of the Charter" below in section C.4.

Policies and Procedures for Enrollment, Public Lottery and Withdrawal of Students

Application and Admissions Policies and Procedures
No test or assessment shall be administered to students prior to acceptance and enrollment into the school.

The school shall be nonsectarian in its programs, admission policies, employment practices, and all operation, shall not charge tuition, and shall not discriminate against any pupil on the basis of the characteristics such as actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or association with an individual who has any of the aforementioned characteristics). Admission to the Charter School shall not be determined by the place of residence of the pupil, or of his or her parent or guardian, within the State, except as provided by State law.

The application process is comprised of the foilowing the completion of a student enrollment application

Upon selection for admission pursuant to public random drawing, the registration process will include the following:

1. Proof of Immunization
2. Home Language Survey
3. Completion of Emergency Medical Information Form
4. Proof of minimum age requirements, e.g. Birth certificate

Rocketship feels strongly that success for students requires a commitment from both students and parents, to the mission and vision of Rocketship as set forth in the charter (see section A.1). During the registration process, all parents or guardians shall be asked to sign a Commitment Letter indicating they understand Rocketship phiiosophy, program, and volunteer policy. Students wiil not be denied admission or dis-enrolled for failing to sign the Commitment Letter.

Each Rocketship school shall admit all pupils who wish to attend the school subject only to capacity. Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open application period each year applications shall be counted to determine whether any grade level has received more applications than availability. In this event that this occurs, each Rocketship school will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing students (2nd year forward) who are guaranteed enrollment in the following school year.

Enrollment preferences in the case of a public random drawing shall be allowed in the following order of preference:

1. Siblings of currently enrolled students
2. Children of the paid staff of Rocketship

Students qualifying for more than one preference group will be considered part of the highest preference in which they qualify. At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list in the order according to their draw in the public random drawing. This wait list will allow students the option of enrollment in the case of an opening during the school year.

Waiting List, Withdraws, Re-enrollments, and Transfers
Please see "Recruitment of Students" above in section B.5 for details on policies and procedures for enrollment and withdrawal of students.

Verification of D.C. Residency
In addition to the information about our enrollment and application policies above, Rocketship D.C. will also ensure that our applications include proof of D.C. residence for all applicants. RSDC fully intends to reach full enrollment using only D.C. residents. However, in the highly unlikely case that RSDC is unable to reach full enrollment with D.C. residents we will recruit and enroll non-D.C. residents. In this scenario, RSDC will comply with all requirements to ensure that these non-resident families reimburse RSDC the amount of their child's tuition that would normally be provided by D.C. per pupil funding.

2. Human Resource Information

Key Leadership Roles

Organizational Leadership and Responsibilities
By utilizing the Rocketship Public School Model, Rocketship D.C. (RSDC) will have significant advantages in academic achievement, teaching quality, and financial sustainability. The model enables teachers to maximize classroom time for instruction, guided practice, and extending critical thinking skills, while allowing them to schedule tutors and technology for students' basic skills acquisition, independent practice, assessment and remediation/acceleration. The Rocketship Public School Model also creates significant cost savings, which are reinvested in programs and people to drive school quality. RSDC's staffing plan provides ample support for teachers through the Principal, Academic Dean, and Assistant Principal roles. Individualized Learning Specialists will run the Individualized Learning time component of our instructional model and will be supervised by the Assistant Principal. All RSDC staff will be at-will employees.

The Regional Support Office (RSO) will be established in a region soon after green-lighting, at least 12 months prior to the first school opening. Three pivotal roles will make up the RSO during the initial start-up phase and will expand as necessary to support the eight-school cluster. During year 0, the RSO staff will report to the Rocketship Education National Office. Four months prior to the first school opening, the RSO team will report to the Founding School Leader. It is anticipated that the Founding School Leader will become the Regional Managing Director (though RSDC is prepared to recruit and hire this position if the Founding School Leader will not fill this role) as the cluster grows to scale. The four main leadership roles in the new region will be:

- Founding School Leader: ultimately responsible for the success of the initial school and the region as a whole. This person will foster a successful school opening for the first school in the region.
- Managing Director: executive leader of the region. This person will head the Regional Support Office and will be responsible for the academic, operational and financial success of RSDC schools.
- Director of Achievement: academic leader of the region. This person will ensure collaboration amongst instructional roles across the entire cluster. The will also guide the development and implementation of the D.C.-specific instructional model.
- Director of Community Development: political and community relationship leader. This person will manage relationships with all external stakeholders including the authorizer, local community based organization leaders, and local politicians. They will also establish and maintain strategic community partnerships.
- Director of Business: financial and operational leader. This individual will ensure the schools and region runs efficiently, maintains proper finances, and remains compliant with local and state regulations.

Shared Services

The cluster of eight schools in a region allows the schools to share services provided by the content area experts on the Regional Support Office Team. RSO is charged with managing all functions of schools so that the Principals can remain focused on instruction at all times. Once a region grows to scale, the entire cluster—including the RSO—is financially sustainable based solely on per-pupil state and federal funding. Funds for the RSO come from management fees that each school provides. The RSO will pay the Rocketship Education National Office licensing fees for use and continued development of intellectual property such as the blended learning design and infrastructure, the Network Leadership Program, and teacher development curriculum.

Regional Support Office Functions and Responsibilities

Regional Support Office (RSO) staff will be primarily responsible for implementing the operations plan and will receive intensive support from the Rocketship National Office during the regional start-up period. Rocketship Education National Office staff have successfully started and managed a network of seven schools in the Bay Area and therefore have a significant of experience they can lend to the new RSO team.

Because the opening of Rocketship D.C. is still several years out, Rocketship Education has not yet begun hiring for these positions. Upon charter approval and Rocketship's National Governing Board of Directors green-lighting of the D.C. region, recruitment will begin in earnest 18 months prior to the first RSDC school's opening.

Regional Managing Director

Rocketship D.C.'s Managing Director will be responsible for the academic, operational and financial success of D.C.'s Rocketship schools and continued growth. The Managing Director will lead a team including regional staff, school leaders and teachers towards achievement gap closing results for students and the D.C. community. The Managing Director will grow our impact from one school to 8 schools within 5 years as we work to eliminate the elementary achievement gap in Washington D.C. Internally, the Managing Director will manage the regional leadership team that supports school staff, ensures strong and strategic financial management, and partners with national staff to build the best supports for schools possible. Externally, the Managing Director will build deep community engagement

and foster public and political support for Rocketship to expand our impact as we work with the D.C. community to build first class options for all parents. While we have not hired this individual, we expect the selected candidate to possess the following qualifications:

- Visionary thinking and strategic management skills, including: planning, directing, building, reporting, and budgeting;
- Excellent relationship management skills working with a diverse set of stakeholders (i.e.: districts, public officials, funders, community leaders, etc.);
- 5+ years of management experience, preferably in the field of education reform and a high-growth environment;
- Proven track record of managing outstanding results through teams in a distributed network.
- Exceptional analytical and problem solving skills;
- Outstanding communication, influencing, and negotiating skills;
- Experience leading in a fluid, start-up environment; optimism, perseverance, and a focus on problem-solving highly valued;
- Proven leadership skills with the ability to attract, develop, and inspire a team; exceptional ability to bridge and enhance cooperative working relationships;
- A bachelor's degree is required, and a graduate degree in education, business, or communications preferred; and
- Additionally the *ideal* candidate would possess some combination of the following:
    - Proven ability to attract, train, and retain high-performance management and faculty, removing barriers to their success, and providing them the inspiration, motivation, and resources to accomplish the mission.
    - Experience in growing and evolving an organization, including the development and management of the infrastructure to facilitate an innovative, high-functioning, and rapidly-growing region or team.
    - Experience in educational reform and knowledge of the public charter school model and knowledge of its funding and infrastructure; demonstrated excellence in managing an educational organization or as a school leader in an urban setting.
    - Business acumen and proven financial management/oversight.

<u>Regional Director of Business</u>

The Regional Director of Business (RDB) will be charged with managing many of the operational functions of the school including finance, facilities, human resources, information technology, state and local compliance, and regional business planning. The RDB candidate will be selected based on their prior experience managing operations of high-impact schools or businesses. While we have not hired this individual, we expect the selected candidate to possess the following qualifications:

- Four or more years of experience as a project manager, preferably in an educational setting;
- Experience in a fast-paced, highly analytical, entrepreneurial environment;
- Professional experience working in management consulting, financial services, corporate strategy, or internal operations and potentially also have experience as a classroom teacher;
- Two or more years of experience managing others in a professional environment;
- Find enjoyment and be comfortable when dealing with people in both senior and junior level staff roles within and beyond Rocketship;
- Strong interpersonal and relationship-building skills;
- Strong communications skills;
- Experience with budgets and strong quantitative skills;
- Excellent planning, analytical and critical thinking skills;

- An evident passion for Rocketship's mission, matched with a strong work ethic; and
- A team player who is detail oriented, organized, resourceful, proactively manages multiple critical deadlines and adapts quickly and confidently in a fast-paced environment.

Regional Director of Achievement

The Regional Director of Achievement (RDA) will lead all coaching and training functions of the region by supporting Academic Deans and Assistant Principals as they manage and professionally develop their teams of teachers or Individualized Learning Specialists. This role will also drive curriculum development implementation and manage the regional data and assessment program. Finally, the RDA will also own academic-based external relationships. While we have not hired this individual, we expect the selected candidate to possess the following qualifications:

- Track record of success driving student achievement in an elementary or secondary school in a teacher, coach or administrator role;
- At least two years successful experience in a role coaching, managing, or conducting professional development for teachers;
- Significant experience using data to drive student achievement;
- Possess the core characteristics required of every Rocketeer – mission-driven, innovative, disciplined thinker, collaborative, and personally responsible;
- Deep commitment to Rocketship's mission of eliminating the achievement gap in our lifetimes;
- Demonstrated proficiency in strategic and project planning, incorporating the perspective and participation of multiple stakeholders;
- Strong communication, influencing, and negotiation skills;
- Ability to manage multiple critical deadlines and adapt quickly and confidently in a fast-paced environment;
- Strong analytical and problem-solving skills;
- Management experience preferred; and
- Experience with strategic planning and project planning strongly preferred.

Regional Director of Community Development

The Regional Director of Community Development (RDCD) is responsible building and managing our regional community engagement and empowerment while also forming and managing relationships with local political and civic leaders to ensure our schools are successful. By partnering with parents, community and faith-based organizations, private sector institutions, local school district leadership, civic leaders, and public officials, the RDCD will work to ensure that the entire community is invested in the work our schools are doing in order to close the achievement gap. While we have not hired this individual, we expect the selected candidate to possess the following qualifications:

- The ability to position Rocketship in the policy arena as an agent for positive change through strong communication and strategic skills;
- Three or more years in the education field, a significant portion of which should be in policy resulting in a sophisticated understanding of local and state education politics;
- Two or more years as a manager, including a demonstrable track record of assembling effective teams, strategic planning, communicating a vision and setting priorities, as well as managing team execution, delegating, mentoring others and developing emerging leaders;
- Demonstrated ability to interact and cultivate support among diverse constituencies, including public officials, key external agencies and stakeholders;

- A significant network of local and district education officials to aid in Rocketship's local work and expansion; and
- Verbal and written fluency in a second language required, Spanish preferred.

Qualifications of School Staff

School Leadership Positions

Principal: The Rocketship Education D.C. Board of Trustees intends to hire a Rocketship Education-trained Principal who will be responsible for creating a school capable of achieving the RSDC mission and goals. This will include leading the Charter School in all aspects of its day-to-day operations, working with the RSDC Board of Trustees, the Parent Teacher Council (PTC), RSO, students, parents, and community members and the other governing bodies specified by local and state law.

The principal is the instructional, cultural, managerial, and community leader of the school. The principal sets the vision for the school and ensures that the school is a high-achieving college preparatory environment where all students finish the fifth grade at or above grade level. Additionally, the principal directly manages, supports, and develops the Assistant Principal, the Academic Dean, and the Office Manager. The Principal serves as the manager of all teachers, and also coaches some classroom teachers directly, which includes conducting observation cycles, modeling lessons, and providing support and resources aimed at increasing teacher effectiveness and leadership. The principal is also responsible for engaging and empowering parents to become lifelong advocates for their children's education.

Key Responsibilities:

- Foster a rigorous and college preparatory environment that ensures high levels of student achievement annually through the relentless use of data to drive and refine instruction;
- Manage, support, and develop other members of the school leadership team including the Assistant Principal, Academic Dean, and Office Manager ;
- Manage self and others in a manner that creates a healthy, high-achieving environment where staff feel challenged, supported, and valued and there is open communication about professional growth and future career opportunities;
- Foster a school culture and environment of constant reflection and professional growth so that all staff continues to emerge as leaders within Rocketship and quickly assume leadership positions within the organization;
- Foster Rocketship school culture where students, educators, and members of the school community demonstrate Rocketship's beliefs, values, and behaviors;
- Create a school community that fully engages parents in student achievement through multiple outlets including home visits, regular community meetings, and parent/family meetings and also empowers them to become active advocates for their Rocketeer's education and achievement;
- Promote collaborative problem solving and open communication between teachers, Individualized Learning staff, students, and families;
- Develop classroom teacher practice and leadership through direct observation, coaching, and training (2+ teachers);
- Design and lead staff meetings;
- Oversee and/or contribute to the design and implementation of staff professional development and collaborative planning time;
- Lead the execution of community meetings and events;

- Lead and/or support other school site and network-wide initiatives as needed to foster strong school culture, academic excellence, and network growth; and
- Provide leadership toward, creative and positive data driven behavioral innovations and instruction for high-risk students, their teachers and their families

Required Skills and Experience:

- At least 3+ years of experience teaching in an urban city classroom and realizing significant gains;
- Strong leadership skills and personal drive;
- Relentless pursuit of high expectations;
- Organized;
- Passion for urban children and their families;
- Ability to build partnerships with community organizations;
- Strategic planning experience;
- Ability to engage and empower parents and families;
- Strong communication skills;
- An entrepreneurial spirit and a proven track record;
- Experience in building and maintaining outstanding school culture;
- Results-oriented and data-driven;
- Ability to develop others; and
- Adaptable and able to thrive in a dynamic, fast-paced environment

Assistant Principal: Reporting directly to the principal, the Assistant Principal plays a critical role in fostering a college-preparatory school culture focused on high levels of academic achievement. In the realm of ensuring academic excellence, the Assistant Principal manages Individualized Learning staff towards student outcomes achieved through a highly individualized set of instructional methods including online curriculum, reading center, and Response to Intervention. The Assistant Principal also directly coaches some classroom teachers, which includes conducting observation cycles, modeling lessons, and providing support and resources aimed at increasing teacher effectiveness and leadership. Additionally, the Assistant Principal will manage key components of school culture including arrival and/or dismissal, some transitions, lunch and/or recess, and will be ready to lead Rocketship Launch (a school-wide morning meeting) when the principal is not available. The Assistant Principal role is designed to provide an experiential preparatory experience for becoming a Principal; as such the Assistant Principal will engage in leadership training and is prepared to step seamlessly into the principal role when the principal is not on campus as a part of the leadership development program.

Key Responsibilities:

- Foster a rigorous and college preparatory environment that ensures high levels of student achievement annually through the relentless use of data to drive and refine instruction;
- Manage Individualized Learning student outcomes through direct management of hourly Individualized Learning staff;
- Develop classroom teacher practice and leadership through direct observation, coaching, and training (2-4 teachers);
- Promote collaborative problem solving and open communication between teachers, Individualized Learning staff, students, and families;

- Foster Rocketship school culture where students, educators, and members of the school community demonstrate Rocketship's beliefs, values, and behaviors;
- Create a school community that fully involves parents in student achievement through multiple outlets including home visits, regular community meetings, and parent/family meetings;
- Lead and/or support the execution of community meetings and events;
- Manage self and others in a manner that creates a healthy, high-achieving environment where staff feel challenged, and also fully supported/valued;
- Lead and/or support other school site and network-wide initiatives as needed to foster strong school culture, academic excellence, and network growth;
- Provide leadership toward, creative and positive data driven behavioral innovations for Individualized Learning time and instruction for high risk students, their teachers and their families; and
- Develop and maintain outstanding school culture through the direct management of all hourly staff members (in addition to Individualized Learning staff, this includes staff associated with lunch, arrival, or dismissal)

Required Skills and Experience:

- At least 2 years of experience teaching in an urban city classroom and realizing significant gains;
- Strong leadership skills and personal drive;
- Relentless pursuit of high expectations;
- Organized;
- Passion for urban children and their families;
- Ability to build partnerships with community organizations;
- Strategic planning experience;
- Ability to engage and empower parents and families;
- Strong communication skills;
- An entrepreneurial spirit and a proven track record;
- Experience in building and maintaining outstanding school culture;
- Results-oriented and data-driven;
- Ability to develop others; and
- Adaptable and able to thrive in a dynamic, fast-paced environment

Academic Dean: Reporting directly to the principal, the Academic Dean plays a critical role in driving academic achievement for students. The Academic Dean ensures academic excellence by working closely with the Principal to lead and implement the instructional vision for the school. The Academic Dean leads two primary streams of work: teacher coaching and professional development (PD). The Academic Dean directly coaches a number of classroom teachers, which includes conducting observation cycles, modeling lessons, co-planning lessons, real-time coaching, and providing support and resources aimed at increasing teacher effectiveness and leadership. The Academic Dean also leads the design and implementation of group teacher professional development and collaborative planning time. This individual provides staff with the appropriate resources and support to ensure that each Rocketship school's Rocketeers realize 1.5 years of progress annually.

Key Responsibilities:

- Foster a rigorous and college preparatory environment that ensures high levels of student achievement annually through the relentless use of data to drive and refine instruction;

- Ensure at least 1.5 years of progress for all Rocketeers annually through rigorous teacher coaching and PD;
- Drive student achievement results through regular 1:1 coaching sessions with select staff members (6+ teachers);
- Oversee the implementation of a rigorous and highly individualized curriculum in classrooms of coached teachers;
- Promote collaborative problem solving and open communication among teaching staff members;
- Ensure Rocketship school culture where students, educators, and members of the school community demonstrate Rocketship's beliefs, values, and behaviors;
- Manage self and others in a manner that creates a healthy, high-achieving environment where staff feel challenged, and also fully supported/valued;
- Lead and/or contribute to the design and implementation of weekly staff professional development and collaborative planning time;
- Identify, celebrate, modify, and share instructional best practices across the school and network;
- Implement and share teacher coaching and development best practices with other members of the school leadership team;
- Assist in the management of school-based Integrated Service Delivery (ISD) program through coordination of SST and SAT processes;
- Collaborate with the ISD Director at each site to ensure that teachers are receiving the necessary support and professional development to maximize the delivery of instruction in a full-inclusion model;
- Manage the BTSA process for eligible staff and support other teachers through the credentialing process, which includes the successful completion of Teacher Performance Assessments; and
- Have a lasting impact on the design of network professional development resources

Required Skills and Experience:

- 2+ years experience teaching in an urban city classroom and realizing significant gains;
- Strong time management and organizational skills;
- Result-oriented and data-driven;
- Relentless pursuit of high expectations;
- Ability to inspire and motivate others;
- Adaptable and able to thrive in a dynamic, fast-paced environment;
- Ability to develop others;
- Passion for urban children and their families;
- Strategic planning and project management experience;
- Strong verbal and written communication skills;
- Deep knowledge of elementary literacy and/or math instruction; and
- Experience with or interest in the use of technology in promoting teacher development a plus

Recruitment and Hiring Plan

Since teachers and school leaders are the pillars of any successful school model, RSDC's vision for how teachers and school leaders lead, innovate within, and experience Rocketship is critical to achieving the school's mission. RSDC seeks to elevate the teaching and school leader professions to be attractive and sustainable as long-term careers for passionate leaders of all backgrounds. Moreover, to best serve students RSDC attracts diverse talent and invests heavily in teacher and leadership development to

further build expertise from within the Charter School. Recruitment of teachers and non-instructional staff will be spearheaded by Rocketship Education's Talent Recruitment Team, Regional Support Office staff, and the Principal. Partnerships are also cultivated with local organizations, such as Teach For America D.C., to identify, recruit, and hire the best candidates. The milestones that guide our teacher recruitment cycle begin in November to identify and select teachers for the following school year. Applications are due in March and final selections are made by June. All milestones are flexible and adapted based on need and interest.

Teacher's Instructional Skills, Experience, and Development

RSDC core teachers at all levels shall meet or exceed all "highly qualified requirements" under the No Child Left Behind Act ("NCLB"). Accordingly, a teacher of core academic subjects must meet the following qualifications:

(1) A bachelor's degree;
(2) A State credential; and
(3) Demonstrated core academic subject matter competence.

Each year, Teachers will be evaluated based on their ability to make significant gains. It is expected that some teachers will be able to make significant gains in a single year, others may take two or three to reach this level of expertise, and still others may not be capable. In addition to significant gains, Teachers must show a strong ability to work with and mentor their peers in order to be prepared to take on the role of Academic Dean.

Job requirements for a Teacher:

- Demonstrated mastery of classroom skills including classroom management, planning, assessment and instructional practice either as a Teacher or while teaching outside of RSDC;
- Hold a multiple-subject teaching credential;
- Demonstrate the potential to make significant gains in the subject they will teach as a Teacher
- Job responsibilities of Teachers include:
    - A full day of teaching, primarily within the academic area in which they focus their teaming; and
    - Mentoring and instructional advice for their peers, especially Teachers, to help them develop the skills needed to progress as teachers.
- Upon initial hire, teachers will receive 90% to 110% base salary commensurate with that of teachers in the chartering district, plus up to an additional 10% merit bonus. A component of Teacher pay and the criteria for considering their advancement to Academic Dean will include the following:
    - Personal achievement of significant gains for students which they have directly instructed;
    - Parent and Academic Dean satisfaction with their teaching;
    - Peer and Academic Dean satisfaction with their mentoring and instructional leadership.

Staff Selection

Each candidate at RSDC will go through a rigorous screening and selection process that ensures that the RSDC will secure a diverse and talented staff. The process involves the several steps that allow school leadership to gain a deep understanding of the applicant's professional skill set and mission alignment. At the same time, we provide several opportunities for the applicant to gain a deep understanding of the Rocketship educational program through case studies, classroom observation, and structured conversations with school leadership. Specific steps in the selection process, including the process for

conducting criminal background checks are outlined in the Personnel Policy, which will be provided upon request.

See section C.3 below for information on background checks.

Network Growth: School Leader Development and Identification

Rapid growth of our regional cluster—eight schools in five years—is key to Rocketship Education's mission to eliminate the achievement gap, yet availability of qualified school leadership candidates has been identified as one of our biggest challenges to growth. To mitigate this issue, we have created a robust Network Leadership program that allows us to open schools with school leaders who have demonstrated success in leadership roles within existing Rocketship schools. Due to our green-lighting timeline, school leaders of new schools must be identified and approved by our Board at least eighteen months prior to the school's opening. For more information on the Rocketship Network Leadership Program, please see the Professional Development section above.

Staffing Plan

RSDC will be structured differently from a traditional elementary school. Teachers will be in compliance with state licensing requirements and we will use a teaming approach with our instructional staff. This teaming approach means that teachers have their own instructional home-room, however, the students move to different teachers throughout the day. Each student will have a Humanities teacher each day that focuses primarily on literacy instruction integrated with social studies instruction; and a Math/Science teacher that is focused primarily on math instruction that is integrated with science instruction. Additionally, the Individualized Learning portion of a student's day will be staffed by Individualized Learning Specialists (ILSs) who are non-certificated teachers.

School Staffing Model

Year	Year 1	Year 2	Year 3	Year 4	Year 5
Number of elementary schools	1	2	3	5	8
Student enrollment	630	1,260	1,890	3,150	5,040
Elementary School Staff					
Principals	1	2	3	5	8
Assistant Principals	1	2	3	5	8
Academic Dean	1	2	3	5	8
Classroom Teachers (Core Subjects)	18	36	54	90	144
Assistant Teachers	1	2	3	5	8
Individualized Learning Specialist	6	12	18	30	48
Enrichment Center Coordinator	1	2	3	5	8
Director of SPED	1	2	3	5	8
Resource Specialist (SPED)	8	16	24	40	64
SPED Para Professional	8	16	24	40	64
School Operations Support Staff (Office Mgr)	1	2	3	5	8
Total FTEs at elementary schools	**47**	**94**	**141**	**235**	**376**

8 School Regional Office Staffing Model

Year	Year 1	Year 2	Year 3	Year 4	Year 5
Number of elementary schools	1	2	3	5	8
Student enrollment	630	1,260	1,890	3,150	5,040
Regional Support Office Positions					
Managing Director	1	1	1	1	1
Regional Director of Business	1	1	1	1	1
Manager of Business	-	-	-	1	1
Regional Director of Achievement	1	1	1	1	1
Manager of Achievement	-	-	-	1	1
Regional Dir. of Community Development	1	1	1	1	1
Manager of Community Development	-	-	-	1	1
Director of SPED	1	1	1	1	1
Speech Therapist	1	1	1	2	3
School Psychologist	-	-	-	1	2
Occupational Therapist	-	-	-	1	2
Total back-office FTEs	**6**	**6**	**6**	**12**	**15**

Employment Policies

Salaries

Rocketship is committed to building compensation systems that are competitive, fair, equitable, and reward performance. Salaries and potential for advancement will be based largely upon job performance. Specifically, Rocketship is committed to compensation structures that better reflect the massive efforts of our teachers and exceptional results that are achieved with students every day.

Contracts

Rocketship is an at-will employer, as such, it does not have contracts. Employment with Rocketship is for no specific period of time. Employment will be "at will," meaning that either Rocketship or the employee may terminate the employment at any time and for any reason, with or without cause.

Equal Opportunity Employment Hiring and Dismissal

Rocketship is an equal opportunity employer. It is the policy of Rocketship to afford equal employment and advancement opportunity to all qualified individuals without regard to race, creed, color, religion, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Rocketship will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Rocketship representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. Rocketship will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. Rocketship will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Rocketship will make the accommodation.

Evaluation of Staff

Staff evaluation and performance management is a cornerstone of the employee life-cycle. Each employee will receive periodic performance reviews conducted by their supervisor. Performance evaluations are conducted annually, but are part of a performance management cycle that includes goal-setting, mid-year evaluations, and the final evaluation at year's end. Continual, real-time feedback is given to employees throughout the year as part of each employee's Professional Growth Plan.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not necessarily guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Rocketship and depend upon many factors in addition to performance.

Benefit Plans

Rocketship is committed to offering staff competitive benefit plans that support recruitment, retention, and overall staff satisfaction.

Health and Welfare Benefits: Full Time Employees become eligible on the first day of the month following your first day of full-time employment. Employees and eligible dependents can enroll in Rocketship's standard health and life insurance programs subject to the terms and conditions of those plans. Standard benefits include choice of medical plans, dental insurance, vision insurance, life insurance, long-term disability insurance, FLEX spending plans, and commuter plans.

Retirement Savings Plan: Employees will be eligible to enroll in Rocketship's 403(b) plan subject to its specific terms and conditions.

Competitive Salaries and Benefits

Rocketship is committed to providing employees with a competitive total rewards package, which includes competitive salaries and benefits. Rocketship will survey area school districts and charter schools to offer competitive and market-driven compensations and benefit packages, including higher than market average salaries.

RSED D.C. shall, in accordance with Section 38-1802.07 of the District of Columbia Code, protect the rights and benefits of current employees of the District of Columbia Public Schools if they accept employment at the proposed RSED D.C. public charter school.

RSED D.C. shall specifically provide for the following:

a. That any DCPS employee who comes to work for RSED D.C. may request a two-year leave of absence from DCPS, renewable for an unlimited number of two-year terms. (Section 38-1802.07(a))
b. That former DCPS employees working for RSED D.C. may require RSED D.C. to pay into the employee's DCPS retirement plan. (Section 38-1802.07(b))
c. That former DCPS employees working for RSED D.C. may choose to enroll in a separate retirement plan established by RSED D.C., in which case DCPS will transfer those employees' existing retirement plan funds to the RSED D.C. retirement plan. (Section 38-1802.07(b))
d. Should an applicant's so elect, provide for provide a residency preference to District of Columbia residents applying for positions at RSED D.C. (Section 38-1802.07(d))

The Rocketship Education Employee Handbook and Personnel Policy can be provided upon request.

3. Arrangements for Meeting District and Federal Requirements

Overview

RSED D.C. will comply with all applicable federal and District of Columbia laws in carrying out its mission. Below is a summary of RSED D.C.'s plans for complying with certain Federal and District laws. Recognizing that these laws and regulations are subject to change, RSED D.C. will seek to ensure compliance with all applicable law, whether or not described below. RSED D.C. will strive to reach and maintain compliance with these laws through the selection of qualified and knowledgeable Board members, administrators and other staff, through continuing education of such persons in applicable requirements, through consultation with relevant legal regulatory authorities and relevant associations, through review of practices of similar schools, and through advice of legal counsel, as appropriate.

Health and Safety

To ensure the health and safety of students, employees, and guests of the school, RSED D.C. will comply with all applicable federal and District of Columbia health and safety regulation and any applicable requirements of the Occupational Safety and Health Administration.

As required by Section 38-1802(11) and Section 38-1802.04(c)(4) of the District of Columbia Code, RSED D.C. will submit, before September 16 of each year, a report to the District of Columbia Public Charter School Board that documents that RSED D.C. facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia. The report shall be open to public inspection and available upon request. In addition, RSED D.C. will submit to all applicable health and safety inspections by government officials, and take all appropriate steps to ensure appropriate air quality/ventilation, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with applicable health and safety and building regulations.

In addition to maintaining a safe facility, RSED D.C. will take steps to provide required and appropriate health and safety training to its staff. For example, staff may be required to complete annual courses in CPR and First Aid so that they can provide basic care for injuries and sudden illnesses until advanced medical personnel arrive. The school will be equipped with appropriate first aid kits, and RSED D.C. will consider, in its selection of a facility and allocation of space within such facility, the applicable requirements for obtaining nursing services from the District of Columbia, including the availability of an appropriately equipped on-site nurse's office.

In accordance with Section 38-501 et seq. of the District of Columbia Code and applicable requirements of the District of Columbia Department of Health, RSED D.C. will also require evidence of students' required immunizations and provide information to parents on such requirements in a timely manner.

RSED D.C. will comply with the Americans with Disabilities Act, ensuring that children with disabilities have access to school facilities as required by law. RSED D.C. will carefully consider such requirements in the selection, configuration or alteration of any existing facility and the planning and construction of any new facility.

In addition, RSED D.C. will comply with all regulations for fire safety under the District of Columbia Fire Prevention Code, Section 5-401 et seq. of the District of Columbia Code. RSED D.C. will provide training to staff and students, develop fire evacuation and safety plans, and plan and execute fire and emergency drills in accordance with all such requirements. Emergency routes will be mapped and posted in each room and fire drills will be performed regularly.

Transportation

RSED D.C. will seek to locate in an area that is centrally located and accessible to various forms of public transportation. The school will inform all students' parents and guardians of their eligibility for reduced fares on the Metrobus and Metrorail Transit System on the same terms and conditions as are applicable to any student attending a District of Columbia public school.

RSED D.C. may also seek assignment of a crossing guard or guards through the Metropolitan Police Department and will consider using volunteers in that role to ensure the safety of our students arriving at school or departing from school by foot.

Enrollment Data

RSED D.C. will collect and maintain accurate enrollment data as required pursuant to Section 38-1802.04(c)(12) of the District of Columbia Code. RSED D.C. will record this information on a daily basis, compile records of this information, and provide copies to appropriate authorities upon request. Residency information will be verified and included in such data in accordance with the applicable requirements.

Maintenance and Dissemination of Student Records

RSED D.C. will utilize Powerschool a computerized student information system for maintenance of student data and records. The system will be used for internal purposes, as well as to record and report student information in accordance with District of Columbia School Reform Act, Parts B and D and other applicable laws, including Section 31-401 et seq. of the District of Columbia Code (Compulsory School Attendance), Section 31- 501 et seq. of the District of Columbia Code (Immunization of School Students), Section 31-601 et seq. of the District of Columbia Code (Tuition of Nonresidents) and Section 29-501 et seq. of the District of Columbia Code (Nonprofit Corporations).

Compulsory Attendance Laws

RSED D.C. will maintain attendance records to ensure that every student is accounted for on every school day. Staff will take appropriate steps to remedy persistent absence and/or tardiness in violation of District requirements.

Individuals with Disabilities Education Act and Rehabilitation Act of 1973

RSED D.C. will comply with all federal regulations relating to special education, including, without limitation, Subchapter B of the Individuals with Disabilities Education Act (20 U.S.C. § 1411, et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794). The RSED D.C. special education program and services will be developed by professionals with specialized knowledge of federal special education law. The school will operate as a LEA in accordance with Subchapter B of IDEA and Section 504 of the Rehabilitation Act.

Title I of the Improving America's Schools Act
Given the school's commitment to diversity of student population, RSED D.C. anticipate that it will qualify for Title I funding and that these funds will be used to provide intensive academic support programs within the school. Consequently, RSED D.C. will also comply with the applicable federal and District of Columbia regulations, including No Child Left Behind Act's regulations regarding teacher qualifications, adequate yearly progress and reporting thereof and parent notification.

Civil Rights Statutes and Regulations of the Federal Government and District of Columbia
As required by Section 38-1802.02(11) and Section 38-1802-04(c)(5) of the District of Columbia Code, RSED D.C. will adhere to applicable federal and district civil rights laws, including applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C §2000d et seq.), which prohibits discrimination on the basis of race, color or national origin, and Title IX of the Education Amendments of 1972 (20 U.S.C. Sections 1681 et seq.), which prohibits discrimination on the basis of sex in education programs, Section 504 of the Rehabilitation Act and Title II of the ADA, which prohibit discrimination on the basis of disability, and the Age Discrimination Act of 1975 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of age, and other applicable federal and District of Columbia laws and regulations. By complying with these requirements, RSED D.C. will avoid unlawful discrimination against any student, employee or volunteer.

Other
RSED D.C. will ensure that any other applicable requirements the District of Columbia Code and Federal Law are met in the event the Public Charter School Board brings to its attention any deficiencies in compliance.

4. Implementation of the Charter

Timetable and Tasks for Implementation of Charter
Rocketship Education will put significant time and resources into preparing for the opening of the Rocketship D.C. region. The Rocketship Governing Board of Directors meets annually to green-light new regions and will begin considering expansion to the D.C. region post-charter approval.

Once the Rocketship D.C. region is green-lit, work will begin a full 18 months in advance of the first school's opening. The link below provides a comprehensive list and timetable of all tasks that will be completed prior to the first school's opening. This work will be carried out by the Regional Support Office and tasks are divided into the general categories of: Academic Plan, School Operations and Services, Student Recruitment and Enrollment, Leadership Development, Organizational Establishment, Business, Facilities, Community Engagement, Human Resources, and Staff Recruitment and Onboarding. Further, the RSO will be supported directly by Rocketship Education's VP of Start-Up and other National Office staff.

While the exact year that Rocketship D.C.'s first school will open has yet to be determined, the start-up plan linked below reflects a projected opening in the 2015-16 school year. Please note that this is only a projection and the precise year of opening will not be determined until the Rocketship Governing Board of Directors green-lights the region.

Link to Comprehensive Start-Up Plan: https://rsed.box.com/s/u729l2jzyzuo6bn4zqi4

Maintenance and Reporting of Academic and Non-Academic Performance Data

Attendance and Compliance

Rocketship D.C. will use Powerschool as its Student Information System. Rocketship has used Powerschool at its existing schools due both because of its ease in tracking attendance and compliance reporting. Powerschool will also allow RSDC to track student demographic, special education, English Language Learner status, and other critical student demographic data to ensure that RSDC is serving its target population of "at-risk" students.

The Rocketship Regional Director of Business will be primarily responsible for maintenance of records and compliance reporting. They will also train and support each individual school's Office Manager to ensure accurate reporting of attendance and other student compliance data by each individual RSDC school.

Academic Data Tracking

As noted extensively in the Educational Plan above, Rocketship D.C. schools will operate with a data-driven approach. Rocketship fundamentally believes that giving teachers access to meaningful and actionable data is key to boosting student achievement. To that end, Rocketship Education has developed the Rocketship Individualized Scheduling Engine (RISE). Fundamentally, RISE was designed to integrate all student data (data from online programs, assessments, and classroom) into a single system to enhance teachers' abilities to make instructional decisions based on real-time data. Please see section A.2 above for further information about RISE.

Major Contracts Planned

Rocketship D.C. expects to pursue the following contracts (based on the contracts of previous schools). RSDC maintains the right to alter this list as necessary prior to the opening of the first school. Please reference "Timetable and Tasks for Implementation of Charter" in section C.4 above for timeline of when contracts will be pursued.

Category	$
Lunch Food, Service, Equipme	$299,200
Computers	$102,900
Online Software	$63,000
Furniture	$103,550
Curriculum	$54,810
Copier Lease & Copies	$36,570
Gas & Electric	$36,000
Custodial	$32,360
Insurance	$28,350
RSED Management Agreemen	TBD
Facilties Fee	TBD

Services Sought from D.C. Public Schools

At this time, Rocketship D.C. has no plans to seek services from D.C. Public Schools. If in the future RSDC decides to pursue services from DCPS it will notify the D.C. Public Charter School Board.

D. Certifications (Assurance Form)

Assurances Form
(This form must be submitted with the application.)

As the authorized representative of the applicant, I certify that the proposed public charter school:

2. Will seek, obtain, and maintain accreditation for the public charter school from at least one of the accrediting bodies listed in Part B of the SRA or a body otherwise approved by the PCSB. *See SRA §2203(h),.*

3. Will not charge tuition, fees, or other mandatory payments for attendance at the public charter school or for participation in its programs, except to Non-Resident Students or for field trips or similar activities. *See SRA §2204(c)(2).*

2. Will provide the PCSB student enrollment data required for submission to the Office of the Chief Financial Officer and the DCPS Office of Categorical Programs. *See SRA §2204(c)(12).*

3. Will establish an informal complaint resolution process not later than two months prior to the first date on which instruction commences. *See SRA §2204(c)(13).*

4. Will be nonsectarian and will not be affiliated with a sectarian school or religious institution. *See SRA §2204(c)(15).*

5. Will hold non-profit status under terms stated in the District of Columbia Non-profit Corporation Act prior to receiving a charter. *See §2204(c)(16), D.C. School Reform Act.*

6. Will offer open enrollment to all students who are residents of the District of Columbia and will use a random selection process when the school receives more applications from students of the District of Columbia than there are spaces available. *See SRA §2206(a), (b), (c), and (d).*

7. Will give the PCSB access to and the right to examine all records or documents related to the award, as well as any documents and records, including audit findings, needed to determine the performance of the school under the terms of its charter.

8. Will provide training to relevant school personnel and Board of Trustee members in financial management, governance and management, and other areas as deemed necessary by the PCSB.

9. Will collect, record, and report attendance data using the attendance management reporting software required by the PCSB.

10. Will collect and report academic and non-academic performance using technology prescribed by the PCSB.

11. Will submit an annual audit of financial statements according to Government Auditing Standards, by a Certified Public Accountant listed in the Approved Auditor List for charter schools.

Signature of Authorized Certifying Official	Title VP National Development
Applicant Organization Rocketship Education D.C.	Date Submitted 11/12/12

E. Budget

1. Budget Narrative

Summary

The financial projections, which can be found at this link: https://rsed.box.com/s/ocxkxy4p8ipv3z1sqc96 are based upon conservative estimates of Rocketship Education's proven operating model. The budget is based upon a plan of opening 8 schools in Washington DC between FY 2014-15 and FY 2018-19. The schools will be support by a Regional Support Office (RSO), and Special Education services will be managed at the regional level through school based staff.

Generally, RSDC has developed conservative projections across all revenue and cost assumptions. Even with the conservative nature of the projections, RSDC is projected to have substantial financial health to provide ongoing resources for the network and cover any further unexpected changes to the budget.

The following is a summary narrative of the school and regional budgets with insight into the primary assumptions. Every assumption is also detailed in https://rsed.box.com/s/ocxkxy4p8ipv3z1sqc96 as well should there be any unanswered questions from this document.[1]

Students: Enrollment and Demographics

Each of the planned eight schools have a similar operating and financial profiles Each school will plan to open as a fully enrolled K-5 school, with 105 students per grade and 630 students overall. Prior to each school year, RSDC plans to have waitlists in place of at least 10% of each class size to mitigate uncertainty.

Per pupil funds from the district are distributed based on enrollment. RSDC has conservatively budgeted revenues based on hitting 95% of enrollment targets, compared to expenses, which are based on 100% of enrollment targets.

This budget assumes 90% Free and Reduced Lunch (FRL) students. The number of FRL students will determine the amount of Title I funding the school receives, as well as the proportion of lunch revenues coming from the National School Lunch Program. RSDC is projecting 10% English Language Learner (ELL) population. RSDC is estimating that 15% of students will be classified as having Special Education needs, split evenly between Level 1 and Level 2, which is in line with charter school averages across DC, reflecting in particular the demographics in Wards 7 and 8.

Revenue Projections

District Revenues

The per pupil payments from the district are the largest source of funds for RSDC. Because of RSDC's heavy reliance on this revenue source, we will constantly monitor all components associated with district revenue throughout the year and revise our budgets accordingly as needed. All estimates below are based upon the DC PCS FY 2012 budget, conservatively estimating no growth in the funding levels.

Per Pupil. Charter Payments- RSDC is projecting $11,629 per Kindergarten student, and $8,945 for each student in Grades 1-5.

[1] Please note that RSDC has conservatively projected flat revenues and costs, with the exception of salary levels that increase in base pay for additional experience, such as principals and teachers.

Special Education- RSDC is estimating that 7.5% of pupils will be Level 1, and 7.5% will be Level 2, receiving per pupil funding of $5,188 and $7,245 respectively. In addition, RSDC is projecting funding for Special Education Capacity ($3,578 per Special Education student) and Compliance ($626 for Blackman Jones and $805 for Attorney's Fees supplement).

Facilities Allowance- RSDC is projecting $2,800 per pupil in facilities funding.

Federal Revenues

RSDC intends to apply for Federal funding under the ESEA. RSDC is aware that there are significant compliance features associated with federal funding.

Title I - Title I funding is based upon a formula for students qualifying for free and/or reduced meals. RSDC is conservatively projecting $300 per FRL student, which is a significant discount to the levels received by similar charter school operators in DC.

Title II - Title II funding is available for schools to increase academic achievement by improving teacher quality. RSDC is projecting $10,000 per school of Title II funds per year.

Free and Reduced-Price Meal Eligibility - The federally funded National School Lunch Program (NSLP) provides reimbursement for student meals at levels based on parent/guardian income levels. For this budget, we assume that 70%, of our students will be eligible for this program, with 30% paying for themselves. We are assuming that breakfast will cost $1.25 per student, and lunch will cost $2.50, with NSLP covering the full amount for FRL students.

IDEA – RSDC is projecting that we will receive $50 per student in IDEA funds, paid one year in arrears based on the prior year's enrollment level.

Grants and Fundraising

RSDC schools are operated to be sustainable on public funds alone. RSDC is projecting no ongoing fundraising revenues at the schools.

Each RSDC school has included a $250,000 startup grant from the Walton Family Foundation to be received by the school in Year 0 of operations. While these funds have not yet been committed, each Rocketship school to date has received a startup grant from the Walton Family Foundation and Rocketship Education's National office maintains a close relationship with the Charter School Growth Fund, who distributes the Walton grants.

RSDC is conservatively projecting not receiving any Title V funding under the PCSP Grant program. Charter schools in DC have previously been awarded up to $700,000 each for a three year grant, but RSDC conservatively has built a budget that does not depend on those funds.

Other

RSDC is projecting a small portion of revenues to come from students eating meals who are not eligible for free meals. Should fewer students qualify for paid status, this revenue would be made up in NSLP reimbursement funding.

Expenditures

Compensation

Staffing - RSDC teacher staffing levels are based upon enrollment projections. In a traditional elementary school, if a teacher's homeroom class is receiving services from another teacher, the homeroom teacher does not instruct another class of students. Because RSDC teachers are specialized in a subject area, they are able to teach more than one class of students each day, similar to middle and high school teachers. With four

Kindergarten classes, one class will be in Individualized Learning time, two in Humanities and one in Math/Science at any given time of the day. This allows Rocketship to hire three Kindergarten teachers whereas traditional elementary schools must hire four. RSDC projects having an in-class student teacher ratio of 26:1. With students spending approximately 75% of their day in a classroom and 25% in Individualized Learning time, a school with a total enrollment of 630 students will be staffed with 18 teachers for the 473 students who are in a classroom at any point in time during the day.

Rocketship traditionally relies heavily on Teach For America to provide teachers for its schools. RSDC has projected that half of its teachers will be experienced teachers earning an average salary of $90,000, and half of its teachers will be TFA corps members earning an average salary of $60,000. These salary levels reflect a significant premium to district averages, as RSDC believes that investing in talented teachers is a key to academic success.

Teachers at RSDC will be supported by a Principal, Assistant Principal, Academic Dean and Office Manager, with a combined salary total of $380,000.

RSDC schools will also have Special Education Resource Specialists and Paraprofessionals at a ratio of no greater than 12:1 for teachers to Special Education students. Resource Specialists will on average earn $60,000, with paraprofessionals earning on average $30,000. These members of the Special Education team at a school will be overseen by a Director of Special Education at each school that will earn an average salary of $100,000.

Additionally, schools will have Paraprofessionals to assist with the Individualized Learning time, making on average $30,000 per year. RSDC will also be staffed with a variety of other classified staff to assist with operations, including two Enrichment Center Coordinators.

Bonus - All certificated employees and the Office Manger are eligible for year-end bonuses. RSDC has assumed Principals, Assistant Principals and Academic Deans being eligible for and receiving 20% bonuses, with Teachers and Office Managers being eligible for and receiving 10% bonuses.

Benefits - All full time employees are eligible for benefits. RSDC has projected benefit levels at 25% of salary and bonus. This figure includes healthcare, workers compensation, unemployment, Medicare, FICA and retirement plan contributions. As a retirement plan, RSDC plans to offer a 403(b) plan to all employees.

Other Operating Expenses

RSDC has developed the projections for other expenses based on the historical results of RSED's existing schools and research into the DC Charter landscape. Specific, large items are detailed below, but all assumptions can be found in https://rsed.box.com/s/ocxkxy4p8ipv3z1sqc96

Food: RSDC is projecting an average cost of $3.75 per student per day, which covers breakfast and lunch for each participating student. Rocketship's existing campuses contract with a third party vendor, Revolution Foods, who we anticipate using in Washington DC as well. RSDC anticipates structuring a contract similar to current contract, where RSDC will pay approximately $20,000 in fees for service and equipment, and the price per meal will be equivalent to the NSLP reimbursement rate.

Facilities Fees: Based on market diligence and historical experience, RSDC is conservatively projecting Facilities Fees of 20% of non-reimbursable revenue, or approximately $1,500,000 in run rate lease costs per year. RSDC will perform a rigorous lease vs. build analysis based on market conditions closer to opening the schools to determine the optimal strategy, but in either case expects 20% to be a conservative estimate.

Regional Fees: As discussed in the charter application, this is the management fee paid to the Regional Staff Office (RSO) to provide necessary operational and academic services to the schools. The RSO also provides community development and parent engagement support to the schools. The RSO also coordinates the delivery of Rocketship Education's Public School Model and its ongoing research and development, which is actualized through the National Fee, outlined below. The regional fees are calculated as 15% of non-reimbursable revenue.

Contingency Plans - RSDC has conservatively budgeted Contingencies at 5% of revenue to cover any potential revenue shortfall or higher than expected cost. This amounts to between $300-$400k each year. In addition, RSDC schools project to have accumulated a total reserve balance of $2.5M by the end of Year 5 of operations, providing substantial flexibility for unexpected revenue shortfalls or cost increases.

Health Metrics

As shown below, the conservative projections in the budget model still lead to schools achieving sustainable health metrics. After the first year, RSDC's schools project to maintain a minimum of $300,000 of cash on hand, ending Year 5 with total reserves of over $2.5M.

Health Metrics							
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Net income	-	$163,050	$263,840	$562,159	$564,659	$564,659	$564,659
Cumulative Net Income	-	$163,050	$426,890	$989,049	$1,553,707	$2,118,366	$2,683,024
EOP Cash	-	$39,050	$367,254	$932,381	$1,497,039	$2,061,698	$2,691,813

Regional Support Office

RSDC schools will be supported by a separate Regional Support Office (RSO). Below are details on the revenue and cost assumptions.

Revenue

The primary source of recurring revenue for the RSO will be the management fee charged to the schools in the region. RSO expenses break even and become sustainable with this management fee when there are 8 schools in the region.

Each RSO will fundraise money from local organizations to support start-up expenses prior to achieving sustainability with 8 schools in the region. It is anticipated that RSDC will raise $2,500,000 of funds prior to the RSO being established. Raising this capital is a precondition of green-lighting the opening of RSDC by Rocketship's Board of Directors. Therefore, while this start-up funding is not currently secured, RSDC will not open without it.

Expenses

Compensation - The primary expense for an RSO is compensation. Compensation includes salary as well as benefits and bonus at levels similar to schools. Beginning the year prior to the first school opening, the team consists of four team members: a Managing Director, and Directors of Community Development, Business, and Achievement. The team expands to include support staff as the network grows, reaching a total of ten team members for the 15 schools in FY 2018-19.

In addition, centralized Special Education team members are held at the Regional Level. This includes the RSDC Regional Director of Special Education, as well as support staff such as Speech Therapists, School Psychologists, and Occupational Therapists.

The staffing table and associated salary bands can be found in https://rsed.box.com/s/ocxkxy4p8ipv3z1sqc96 on the "RSDC RSO" sheet.

Other Operating Expenses - Expenses in this category include materials and supplies (computers, telephones, office supplies) and other operating expenses (rent, travel, consultants, recruitment expenses).

National Fee - Rocketship Education National charges a fee of 10% of school revenues from the RSO. This fee, as detailed in the charter application, supports the academic and operational support provided to the region by the national office. In addition, The RSO will pay the Rocketship Education National Office licensing fees for use and continued research and development of intellectual property such as Individualized Learning design and infrastructure, the Network Leadership Program, and teacher development curriculum.

Health Metrics

The RSO maintains positive cash and reserve balances every year throughout the budgeted period. Further, in FY 2018-19, when the region has grown to 8 schools, the RSO will become sustainable on the Regional Fee revenue alone, generating a positive net income that will provide for sustainable operations going forward.

Health Metrics							
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Net Income	$2,500,000	($916,500)	($641,607)	($460,617)	($264,878)	($32,595)	$578,627
Total Reserves	$2,500,000	$1,583,500	$941,893	$481,276	$216,398	$183,804	$762,431
EOP Cash	$2,500,000	$1,599,333	$950,452	$488,146	$223,178	$190,365	$760,022

Overall Health Metrics

As shown in the table below, the consolidated region never has less than $1M of cash and accumulates $10M of total reserves by the end of Year 5. The conservative projections underlying these sustainable metrics give RSDC confidence in its ability to execute on this plan.

Health Metrics							
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Net income	$2,500,000	($753,450)	($214,717)	$528,432	$1,451,880	$2,675,711	$4,188,441
Cumulative Net Income	$2,500,000	$1,746,550	$1,531,833	$2,060,265	$3,512,145	$6,187,856	$10,376,296
EOP Cash	$2,500,000	$1,638,383	$1,356,756	$1,826,831	$3,097,952	$5,533,141	$9,977,095

2. Pre-opening Expenses

RSDC's primary pre-opening expenses are compensation related. RSDC will cover these expenses through the $2.5M fundraising that will be done prior to Greenlighting of the region by Rocketship's Board of Directors.

RSDC's first school, RSDC 1, also plans to apply for a Walton Grant, which every Rocketship school thus far has received. This grant will be more than sufficient to cover the start-up expenses for RSDC 1, which primarily consist of hiring the office manager for the school to manage student recruitment and paying a $125,000 deposit for the facility.

A monthly cash flow projection for RSDC 1 for FY 2014-2015 can be found in the "Cash Flow Year ZERO" tab of the financial projections https://rsed.box.com/s/ocxkxy4p8ipv3z1sqc96

3. Two Year Operating Budget

Please see https://rsed.box.com/s/ocxkxv4p8ipv3z1sqc96 Please note that RSDC has provided two projections for Year 2. The first is just for one school, RSDC1, the second includes the second school that would be in its first year of operation, RSDC2. Including RSDC2 provides more management fees to cover the RSO expenses for a more accurate look at the combined budget.

All operating assumptions are detailed in the Budget Narrative section of this application and can be found within the projections file.

4. Estimated Five Year Projections

Please see https://rsed.box.com/s/ocxkxv4p8ipv3z1sqc96 Please note that RSDC has provided two projections for the 5 Year projection. The first is for just one school, RSDC1, the second is for all 8 schools that RSDC plans to open over five years.

All operating assumptions are detailed in the Budget Narrative section of this application and can be found within the projections file.

5. Capital Budget

RSDC expects minimal fixed asset purchases. RSDC only capitalizes individual items that exceed $5,000 in price. All of these items will be provided by Rocketship's affiliate Launchpad Development Company.

For a sampling of items that will be procured, please see "Procurement Example", a tool used to aggregate procurement purchases for a new school.

6. Cash Flow Projection for Year 1

Please see https://rsed.box.com/s/ocxkxv4p8ipv3z1sqc96 RSDC has assumed a quarterly payment schedule for District funds, beginning in July of the first year, and a slightly more delayed payment on federal revenues. Lunch revenues are assumed to come monthly starting in August.

For expenses, RSDC has assumed straight-lined cash flow for all major expense categories, primarily compensation. However, RSDC has assumed that the items that relate to the start of the school year will be purchased early in the year. Otherwise, most non-compensation expenses are assumed to have one month of payables balance, leading to a total of $66,000 of payables at the end of the year.

F

F. Résumés, Board Member Agreements, and Statements of Interest and Qualifications

Note: Statements of Interest and Qualifications are included at the end of each Board Member Agreement document. Each Board Member Agreement document clearly notes whether the form is for a "Founding Team Member" or "Prospective Board of Trustees Member". All forms for "Founding Team Members" are provided first, followed by all forms for "Prospective Board of Trustees Members".

[redacted]

JOHN DANNER

[redacted]

[redacted]

[redacted]

[redacted]

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Rocketship Education DC

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I. Student-Centered Focus

- I will be continually guided by what is best for all students of the School.

II. Equity in Attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

III. Trustworthiness in Stewardship

- I will keep in mind that, alone, I am not the Board and as such I will not act on behalf of the Board or make representations on behalf of the Board unless specifically authorized to do so.
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- I will work to ensure prudent and accountable use of School resources.
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IV. Honor in Conduct

- I will tell the truth.
- I will not release confidential information.
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- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
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VI. Qualifications/Personal Statement

- Please describe your qualifications to serve on the Rocketship DC Board

I will not serve on the Rocketship D.C. Board, but am a member of the founding group. I was the Co-founder of Rocketship Education and have served as CEO since 2006. Previously, I founded a successful internet technology company, was an elementary school teacher, and founder of a KIPP school in Nashville. This broad range of experiences has helped me develop the mission and vision of Rocketship and our innovative Rocketship Public School Model.

- Please provide a brief personal statement for why you want to serve on the Rocketship DC Board and the specific knowledge or experience you would bring to the board

Again, I will not serve on Board. I am a member of the founding group in order to help us fulfill our mission. By opening schools in high-need communities such as D.C., we will move towards eradicating the achievement gap.

Accepted and agreed to as of: Nov. 2nd, 2012

Signature

John Danner
[Insert Name]

[redacted]

[redacted]
[Insert Address 2]

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[Insert Name]

[redacted]
[Insert Address 1]

[redacted]
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PRESTON SMITH

PRESIDENT, ROCKETSHIP EDUCATION

[redacted]

[redacted]

PRESTON SMITH

[redacted]

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[redacted]

Signature

Preston Smith

[Insert Name]

[redacted]

[Insert Address 1]

[redacted]

[Insert Address 2]

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[Insert Name]

[redacted]
[Insert Address 1]

[redacted]
[Insert Address 2]

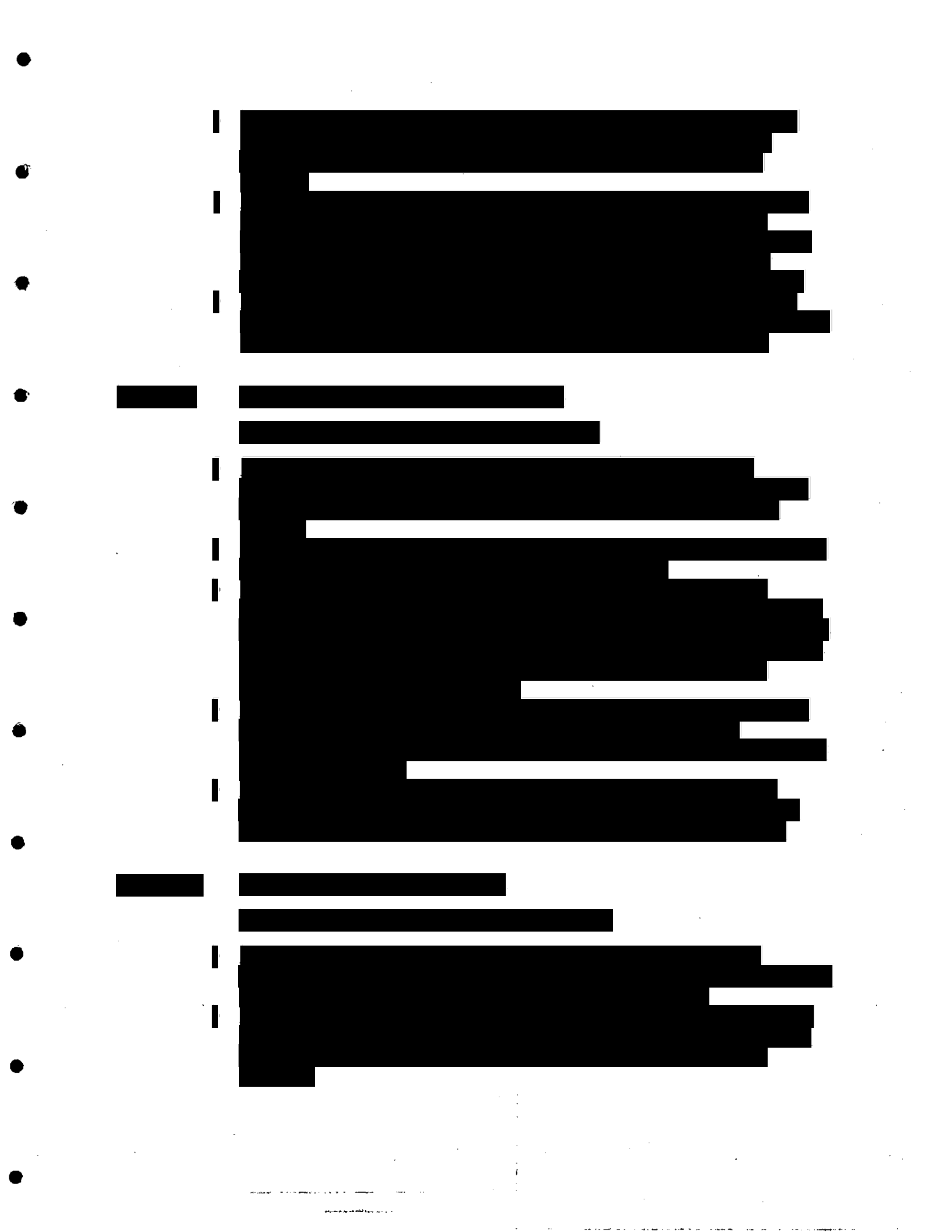
ANDREW STERN

[redacted]

[redacted]

[redacted]

[redacted]



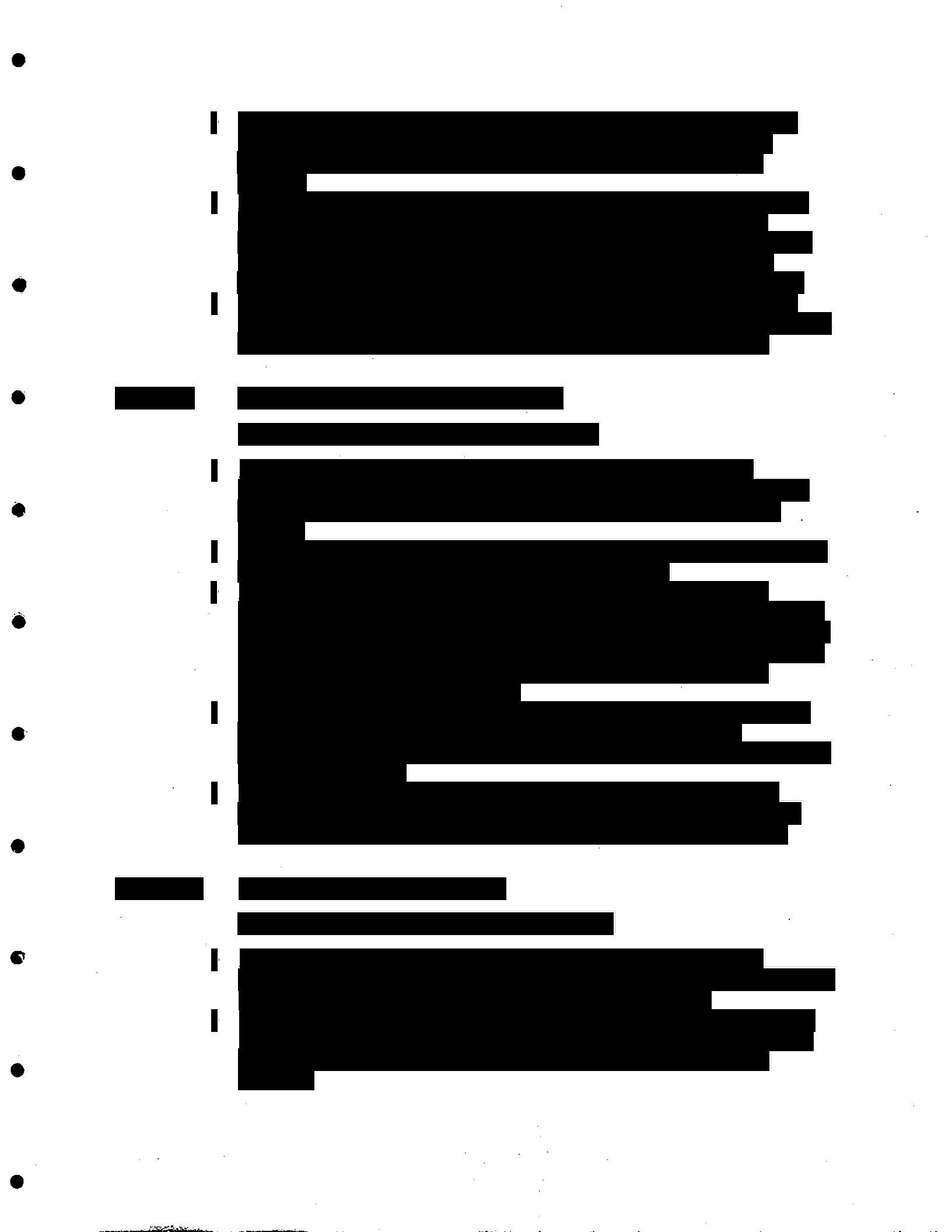
[redacted]

ANDREW STERN

[redacted]

[redacted]

[redacted]



[redacted]

[redacted]

Analysis

[redacted]

Arcata Corporation, Menlo Park, CA: Senior Financial Analyst

[redacted]

Bank of America, San Francisco, CA: Financial Analyst

[redacted]

[redacted]

MBA, San Francisco State University

[redacted]

BS, University of California at Berkeley

[redacted]

[redacted]

[redacted]

[redacted]

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Andrew Stern
[Insert Name]

[redacted]

[redacted]
[Insert Address 2]

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Signature

Andrew Stern
[Insert Name]

[redacted]
[Insert Address 1]

[redacted]
[Insert Address 2]

LYNN N. LIAO

[redacted]

National programs included New Leaders for New Schools and the National Institute for School

[redacted]

LYNN N. LIAO
CHIEF TALENT OFFICER, ROCKETSHIP EDUCATION

[redacted]

[redacted]

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- I will diligently prepare for and attend Board meetings.
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VI. Qualifications/Personal Statement

- Please describe your qualifications to serve on the Rocketship DC Board

I will not serve on the Rocketship D.C. Board, but am a member of the founding group. I joined the Rocketship leadership team as Chief Talent Officer in 2012. I also cofounded and led the growth of the Broad Residency, a national program to attract and support emerging business leaders to join urban school systems. At Rocketship I lead all recruitment, professional development, and talent management programs across the organization.

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Accepted and agreed to as of: Nov. 2nd, 2012:

Signature

Lynn Liao
[Insert Name]

[redacted]
[Insert Address 1]

[redacted]
[Insert Address 2]

Board Member Agreement
Rocketship Education DC

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[redacted]
[Insert Address 1]

[redacted]
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KRISTOFFER HAINES

[redacted]

[redacted]

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Accepted and agreed to as of: Nov. 2nd, 2012:

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Signature

Kristoffer Haines
[Insert Name]

6241 SW Trellis Dr.
[Insert Address 1]

Corvallis, OR 97333
[Insert Address 2]

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[Insert Name]

[redacted]
[Insert Address 1]

[redacted]
[Insert Address 2]

ALEX HERNANDEZ

[redacted]

[redacted]

[redacted]

[redacted]

ALEX HERNANDEZ

[redacted]

[redacted]

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- Please provide a brief personal statement for why you want to serve on the Rocketship DC Board and the specific knowledge or experience you would bring to the board

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Accepted and agreed to as of November 6, 2012:

_____
Signature

Alejandro (Alex) Hernandez
[Insert Name]

[redacted]
[Insert Address 1]

[redacted]
[Insert Address 2]

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Accepted and agreed to as of November 6, 2012:

[redacted]

Signature

Alejandro (Alex) Hernandez

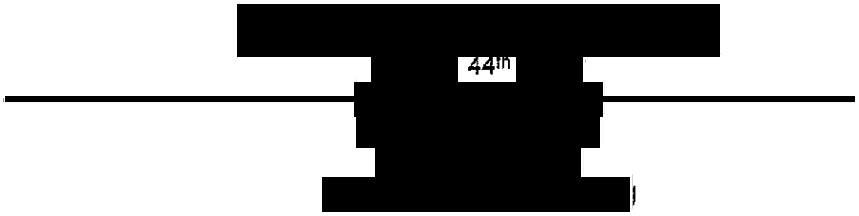
[Insert Name]

[redacted]

[Insert Address 1]

[redacted]

[Insert Address 2]


44th

[redacted]

Executive Vice President, Charter School Development

[redacted]

[redacted]

Deborah M. McGriff, Ph.D.
[redacted]

[redacted]6 [redacted]

[redacted]

[redacted]1 [redacted]

[redacted]

[redacted]9 [redacted]

[redacted]

[redacted] [redacted]

[redacted]

DEBORAH M. McGRIFF, Ph.D.

[redacted]

[redacted]

1985 [redacted]

1975 [redacted]

1970 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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VI. Qualifications/Personal Statement

- Please describe your qualifications to serve on the Rocketship DC Board.

I believe in the mission of Rocketship and would like to stay actively engaged in ongoing management as the organization grows to a national network of high-performing schools

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Accepted and agreed to as of [Insert Date]:

Signature Deborah M. McGriff

[redacted]

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Deborah M. McGriff

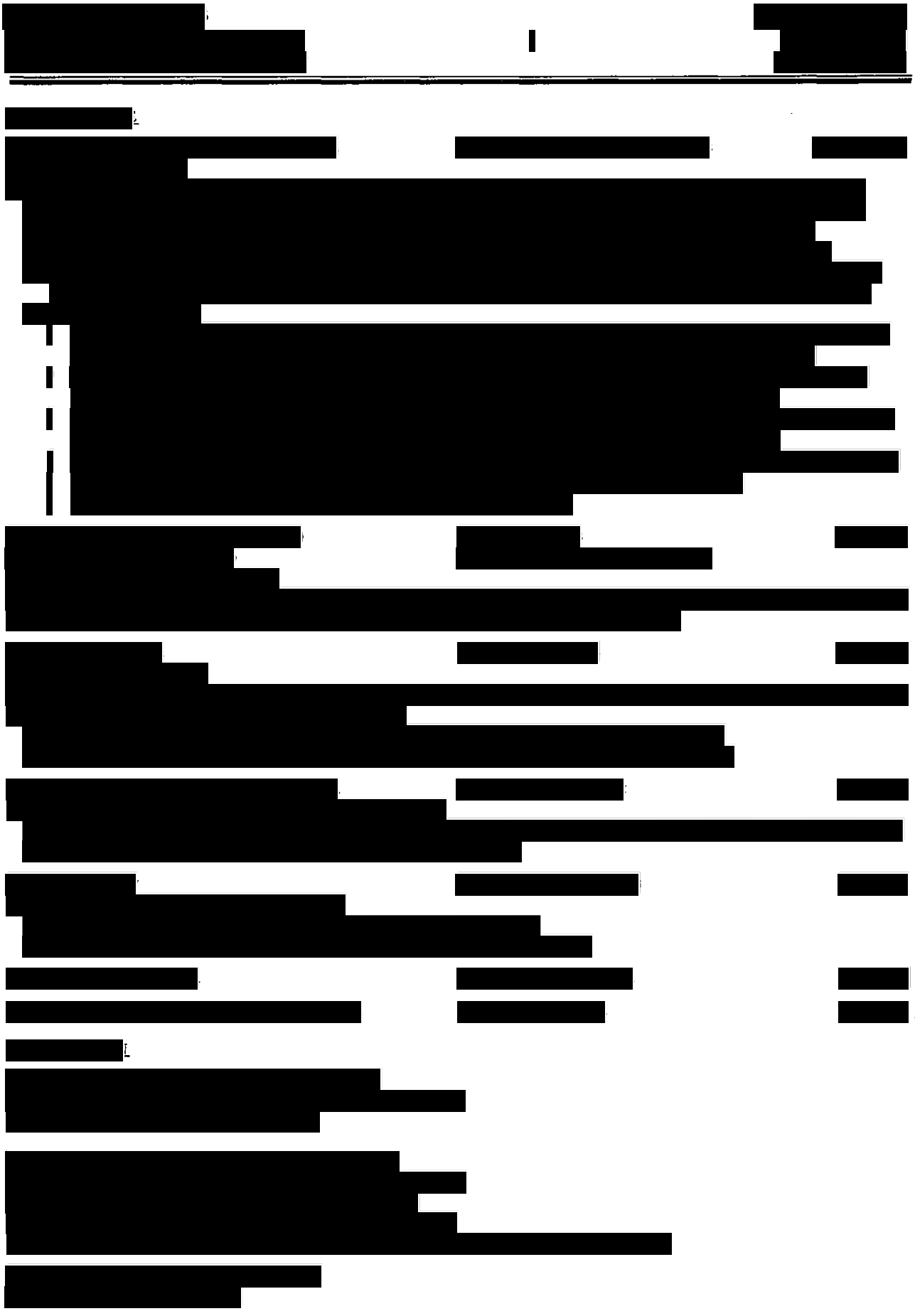
[Insert Name]

[redacted]

[Insert Address 1]

[redacted]

[Insert Address 2]



JENNIFER C. NILES
[redacted]

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Signature

Jennifer C. Niles

[Insert Name]

[redacted]

[Insert Address 1]

[redacted]

[Insert Address 2]

G

G. Conflict of Interest

Note: each Conflict of Interest document clearly notes whether the form is for a "Founding Team Member" or "Prospective Board of Trustees Member". All forms for "Founding Team Members" are provided first, followed by all forms for "Prospective Board of Trustees Members".

Conflict of Interest Form
(This form must be included in the application and completed by all founding and Board of Trustee members.)

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

1. Do or will you, your spouse, or any member of your family have any contractual agreements with the proposed charter school?	Yes__ No_x
2. Do you, your spouse, or any member of your family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?	Yes__ No x__
3. Did or will you or your spouse lease or sell property to the proposed charter school?	Yes___ No x_
4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?	Yes___ No x__
5. Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?	Yes___ No x__
6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?	Yes x__ No___
7. Did you or your spouse provide any start up funds to the proposed charter school?	Yes___ No x_
8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?	Yes x__ No___
9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?	Yes x__ No___
10. Do you currently serve as a member of the board of any public charter school?	Yes___ No x_
11. Do you currently serve as a public official?	Yes___ No x_
12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?	Yes x__ No___
13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school?	Yes___ No x__

Signature	Title CEO
Applicant Organization Rocketship	Date Submitted 11/5/12

6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?

Yes, I am employed by Rocketship Education.

8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?

As stated above, I am employed by Rocketship Education

9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?

The Rocketship National Governing Board of Directors does seek to influence and maintain a tight governance structure over the Rocketship DC Board and all other Rocketship affiliate boards. As articulated in the charter this is to maintain a consistent level of quality across all Rocketship schools as they seek to build a national school system to close the achievement gap.

12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?

I have been involved in Rocketship Education's efforts to establish new charter schools as part of our expansion efforts.

Conflict of Interest Form
(This form must be included in the application and completed by all founding and Board of Trustee members.)

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

1. Do or will you, your spouse, or any member of your family have any contractual agreements with the proposed charter school?	Yes__ No_x
2. Do you, your spouse, or any member of your family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?	Yes__ No x__
3. Did or will you or your spouse lease or sell property to the proposed charter school?	Yes___ No_x_
4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?	Yes___ No x__
5. Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?	Yes___ No_x_
6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?	Yes_x_ No___
7. Did you or your spouse provide any start up funds to the proposed charter school?	Yes___ No_x_
8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?	Yes_x_ No___
9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?	Yes_x_ No___
10. Do you currently serve as a member of the board of any public charter school?	Yes___ No_x_
11. Do you currently serve as a public official?	Yes___ No_x_
12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?	Yes_x_ No___
13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school?	Yes___ No_x_

Signature	Title President
Applicant Organization Rockefeller Education	Date Submitted 11/6/12

6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?

Yes, I am employed by Rocketship Education.

8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?

As stated above, I am employed by Rocketship Education

9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?

The Rocketship National Governing Board of Directors does seek to influence and maintain a tight governance structure over the Rocketship DC Board and all other Rocketship affiliate boards. As articulated in the charter this is to maintain a consistent level of quality across all Rocketship schools as they seek to build a national school system to close the achievement gap.

12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?

I have been involved in Rocketship Education's efforts to establish new charter schools as part of our expansion efforts.

Conflict of Interest Form
(This form must be included in the application and completed by all founding and Board of Trustee members.)

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

1. Do or will you, your spouse, or any member of your family have any contractual agreements with the proposed charter school?	Yes__ No_x
2. Do you, your spouse, or any member of your family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?	Yes__ No x__
3. Did or will you or your spouse lease or sell property to the proposed charter school?	Yes_x__ No___
4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?	Yes x__ No___
5. Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?	Yes___ No x__
6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?	Yes x__ No___
7. Did you or your spouse provide any start up funds to the proposed charter school?	Yes___ No x__
8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?	Yes x__ No___
9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?	Yes x__ No___
10. Do you currently serve as a member of the board of any public charter school?	Yes___ No x__
11. Do you currently serve as a public official?	Yes___ No x__
12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?	Yes x__ No___
13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school?	Yes___ No x__

Signature	Title CHIEF FINANCIAL OFFICER
Applicant Organization ROCKSTEP DC	Date Submitted 11/6/12

3. Did or will you or your spouse lease or sell property to the proposed charter school?

Yes. Mr. Stern is Chairman of the Board of Directors of Launchpad Development Corporation (LDC). LDC is an affiliate of Rocketship Education and is a real estate development company. In California and Wisconsin, LDC has developed and/or acquired property for subsequent lease to school entities that are also affiliates of Rocketship Education. A similar model may be employed in the District of Columbia, and this disclosure is made in anticipation of such structure.

4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?

No. Mr. Stern is Chief Financial Officer of Rocketship Education, but is not on the Board of Directors or an officer of the corporation. As such, he will not be involved in any decision of the governing board that relates to the provision of services or goods to the school entity by Rocketship Education.

6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?

Yes, I am employed by Rocketship Education.

8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?

Yes. As stated above, Mr. Stern is employed by Rocketship Education. We expect the school entity will contract the Rocketship Education for a variety of school-related services.

9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?

The Rocketship National Governing Board of Directors does seek to influence and maintain a tight governance structure over the Rocketship DC Board and all other Rocketship affiliate boards. As articulated in the charter this is to maintain a consistent level of quality across all Rocketship schools as they seek to build a national school system to close the achievement gap.

12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?

I have been involved in Rocketship Education's efforts to establish new charter schools as part of our expansion efforts.

Conflict of Interest Form

(This form must be included in the application and completed by all founding and Board of Trustee members.)

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

1. Do or will you, your spouse, or any member of your family have any contractual agreements with the proposed charter school?	Yes__ No_x
2. Do you, your spouse, or any member of your family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?	Yes__ No x__
3. Did or will you or your spouse lease or sell property to the proposed charter school?	Yes___ No_x_
4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?	Yes___ No x__
5. Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?	Yes___ No_x_
6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?	Yes_x_ No___
7. Did you or your spouse provide any start up funds to the proposed charter school?	Yes___ No_x_
8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?	Yes_x_ No___
9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?	Yes_x_ No___
10. Do you currently serve as a member of the board of any public charter school?	Yes___ No_x_
11. Do you currently serve as a public official?	Yes___ No_x_
12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?	Yes_x_ No___
13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school?	Yes___ No_x_

Signature	Title Chief Talent Officer
Applicant Organization Rocketship Education	Date Submitted 11/6/12

6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?

Yes, I am employed by Rocketship Education.

8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?

As stated above, I am employed by Rocketship Education

9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?

The Rocketship National Governing Board of Directors does seek to influence and maintain a tight governance structure over the Rocketship DC Board and all other Rocketship affiliate boards. As articulated in the charter this is to maintain a consistent level of quality across all Rocketship schools as they seek to build a national school system to close the achievement gap.

12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?

I have been involved in Rocketship Education's efforts to establish new charter schools as part of our expansion efforts.

Conflict of Interest Form
(This form must be included in the application and completed by all founding and Board of Trustee members.)

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

1. Do or will you, your spouse, or any member of your family have any contractual agreements with the proposed charter school?	Yes__ No_x
2. Do you, your spouse, or any member of your family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?	Yes__ No x__
3. Did or will you or your spouse lease or sell property to the proposed charter school?	Yes___ No_x__
4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?	Yes___ No x__
5. Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?	Yes___ No_x__
6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?	Yes_x__ No___
7. Did you or your spouse provide any start up funds to the proposed charter school?	Yes___ No_x__
8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?	Yes_x__ No___
9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?	Yes_x__ No___
10. Do you currently serve as a member of the board of any public charter school?	Yes___ No_x__
11. Do you currently serve as a public official?	Yes___ No_x__
12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?	Yes_x__ No___
13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school?	Yes___ No_x__

Signature	Title VP of Natl'd Development
Applicant Organization Rabbit Hole Education	Date Submitted 11.2.12

6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?

Yes, I am employed by Rocketship Education.

8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?

As stated above, I am employed by Rocketship Education

9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?

The Rocketship National Governing Board of Directors does seek to influence and maintain a tight governance structure over the Rocketship DC Board and all other Rocketship affiliate boards. As articulated in the charter this is to maintain a consistent level of quality across all Rocketship schools as they seek to build a national school system to close the achievement gap.

12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?

I have been involved in Rocketship Education's efforts to establish new charter schools as part of our expansion efforts.

Conflict of Interest Form
(This form must be included in the application and completed by all founding and Board of Trustee members.)

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

1. Do or will you, your spouse, or any member of your family have any contractual agreements with the proposed charter school? Yes__ No_x

2. Do you, your spouse, or any member of your family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school? Yes__ No x__

3. Did or will you or your spouse lease or sell property to the proposed charter school? Yes_x__ No___

4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school? Yes x__ No___

5. Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money? Yes___ No x__

6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors? Yes___ No x__

7. Did you or your spouse provide any start up funds to the proposed charter school? Yes___ No x__

8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7? Yes___ No x__

9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees? Yes x__ No___

10. Do you currently serve as a member of the board of any public charter school? Yes_x__ No___

11. Do you currently serve as a public official? Yes___ No x__

12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school? Yes___ No x__

13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school? Yes x__ No___

Signature	Title Board Member
Applicant Organization Rocketship DC	Date Submitted 11-9-12

3. Did or will you or your spouse lease or sell property to the proposed charter school?

As a member of the Rocketship National Governing Board of Directors we control of Launchpad/Launchpad LLC that leases facilities to our schools. This should not be a conflict because lease is between Launchpad and DC entity – not Trustee in a personal capacity.

4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?

See response to #3

9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?

The Rocketship National Governing Board of Directors does seek to influence and maintain a tight governance structure over the Rocketship DC Board and all other Rocketship affiliate boards. As articulated in the charter this is to maintain a consistent level of quality across all Rocketship schools as they seek to build a national school system to close the achievement gap.

10. Do you currently serve as a member of the board of any public charter school?

Yes, I serve on the Rocketship National Governing Board of Directors

13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school?

As noted above, I serve on the Rocketship National Governing Board of Directors and will serve a dual role on that board as well as the Rocketship DC Board of Trustees

Conflict of Interest Form
(This form must be included in the application and completed by all founding and Board of Trustee members.)

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

1. Do or will you, your spouse, or any member of your family have any contractual agreements with the proposed charter school?	Yes__ No_x
2. Do you, your spouse, or any member of your family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?	Yes__ No x__
3. Did or will you or your spouse lease or sell property to the proposed charter school?	Yes x__ No__
4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?	Yes x__ No__
5. Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?	Yes__ No x__
6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?	Yes__ No x__
7. Did you or your spouse provide any start up funds to the proposed charter school?	Yes__ No x__
8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?	Yes__ No x__
9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?	Yes x__ No __
10. Do you currently serve as a member of the board of any public charter school?	Yes x__ No__
11. Do you currently serve as a public official?	Yes__ No x__
12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?	Yes__ No x__
13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school?	Yes x__ No__

Signature	Title Board Member
Applicant Organization Rocketship Education DC	Date Submitted November 8, 2012 Nov. 8, 2012

3. Did or will you or your spouse lease or sell property to the proposed charter school?

As a member of the Rocketship National Governing Board of Directors we control of Launchpad/Launchpad LLC that leases facilities to our schools. This should not be a conflict because lease is between Launchpad and DC entity – not Trustee in a personal capacity.

4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?

See response to #3

9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?

The Rocketship National Governing Board of Directors does seek to influence and maintain a tight governance structure over the Rocketship DC Board and all other Rocketship affiliate boards. As articulated in the charter this is to maintain a consistent level of quality across all Rocketship schools as they seek to build a national school system to close the achievement gap.

10. Do you currently serve as a member of the board of any public charter school?

Yes, I serve on the Rocketship National Governing Board of Directors

13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school?

As noted above, I serve on the Rocketship National Governing Board of Directors and will serve a dual role on that board as well as the Rocketship DC Board of Trustees

Conflict of Interest Form
(This form must be included in the application and completed by all founding and Board of Trustee members.)

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

1. Do or will you, your spouse, or any member of your family have any contractual agreements with the proposed charter school?	Yes__ No_x
2. Do you, your spouse, or any member of your family have any ownership interest in any educational service provider (ESP) or any other company contracting with the proposed charter school?	Yes___ No_x
3. Did or will you or your spouse lease or sell property to the proposed charter school?	Yes___ No_x
4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the proposed charter school?	Yes___ No_x
5. Have you or your spouse guaranteed any loans for the proposed charter school or loaned it any money?	Yes___ No_x
6. Are or will you, your spouse, or any member of your immediate family be employed by the proposed charter school, its ESP or other contractors?	Yes___ No_x
7. Did you or your spouse provide any start up funds to the proposed charter school?	Yes___ No_x
8. Did or do you or your spouse, or other member of your immediate family, have ownership interest, directly or indirectly, in any corporation, partnership, association, or other legal entity which would answer "yes" to any of the questions 1-7?	Yes___ No_x
9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?	Yes_x_ No___
10. Do you currently serve as a member of the board of any public charter school?	Yes_x_ No___
11. Do you currently serve as a public official?	Yes___ No_x
12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?	Yes_x_ No___
13. To the best of your knowledge, are there situations not described above that may give the appearance of a conflict of interest between you and the proposed charter school, or which would make it difficult for your to discharge your duties or exercise your judgment independently of behalf of the proposed charter school?	Yes___ No_x

Signature [redacted]	Title Trustee
Applicant Organization Rocketship	Date Submitted 11/6/12

9. Does any other board, group, or corporation believe it has a right to control or have input on votes you will cast as a founding member or member of the Board of Trustees?

I am also a board member of Rocketship's National Governing Board of Directors which does seek to influence and the Rocketship DC Board and all other Rocketship affiliate boards. As articulated in the charter application, this is to maintain a consistent level of quality across all Rocketship schools as we seek to build a national school system to close the achievement gap.

10. Do you currently serve as a member of the board of any public charter school?

Yes. I serve on Rocketship's National Governing Board of Directors and also on the EL Haynes Public Charter School Board of Trustees.

12. Have you, your spouse, or any member of your immediate family applied to establish or participated in the establishment of a charter school?

Yes, I am the founder of EL Haynes Public Charter School which is located here in Washington, DC.

H. Demographic Analysis

Demographic Analysis Form

Name of Proposed School: Rocketship DC (exact name of school will be determined post-approval)

Proposed Location: No precise location yet determined as school opening is still several years out, but plan to locate in Wards 7 and 8

(Address or general location—NE, SW, NW, SE. *If no general location has been identified, provide information for top two options.*)

Projected Age Range and Number of Students Expected to Enroll:

a. In 2013-2014 From age/grade K to age/grade 5 Number of students approx. 630

b. At Full Capacity From age/grade K to age/grade 5 Number of students approx. 630

1. Please provide the following information for schools that serve **the same age/grades** as you propose and are located in the neighborhood where you propose to establish your charter school:

Name	Projected Enrollment/ Capacity 2011-2012[1]	Actual Enrollment 2011-2012	Type[2]	% Low Income	DCCAS Performance (% Proficient) SY 2011-2012	Percentage of Highly Qualified Teachers[3]
Aiton Elem	*	269	DCPS	95	20**	***
Arts and Tech		602	Public Chart	87	35	
Beers Elem		386	DCPS	79	47	
Burrville Elem		368	DCPS	78	36	
CW Harris Elem		224	DCPS	88	17	
Davis Elem		184	DCPS	87	30	
DC Prep Acad		332	Public Chart	New School	N/A	
DC Scholars		New School	Public Chart	New School	N/A	
Drew Elem		181	DCPS	92	13	
Houston Elem		223	DCPS	86	35	
Kenilworth Elem		178	DCPS	95	24	
Kimball Elem		313	DCPS	84	29	
KIPP Promise		311	Public Chart	84	29	
Nalle Elem		327	DCPS	88	26	
Plummer Elem		220	DCPS	92	51	
RandleHighlands		384	DCPS	72	38	
River Terrace		137	DCPS	90	31	
Smothers Elem		242	DCPS	88	28	
Thomas Elem		235	DCPS	86	44	
Center City-Con.		244	Public Chart	90	35	
Excel Acad		401	Public Chart	91	58	
Ferebee-Hope		239	DCPS	96	21	
Friendship-SE		547	Public Chart	92	40	
Garfield Elem		240	DCPS	88	11	
Hendley Elem		341	DCPS	91	40	
Howard Rd		522	Public Chart	90	22	
Imagine SE		553	Public Chart	94	35	

Ketcham Elem		256	DCPS	88	26	
King Elem		345	DCPS	94	29	
KIPP DC-Heights		106	Public Chart	New School	N/A	
Leckie Elem		361	DCPS	76	38	
Malcolm X		261	DCPS	90	17	
McTerrel/McGon		211	DCPS	88	21	
Moten Elem		315	DCPS	95	20	
Orr Elem		308	DCPS	90	25	
Patterson Elem		320	DCPS	90	25	
Savoy Elem		344	DCPS	91	18	
Simon Elem		252	DCPS	82	34	
Staton Elem		355	DCPS	91	24	
Turner Elem		305	DCPS	88	22	

*Unable to locate data on Projected Enrollment after searching OSEE, DCPS, and individual school websites
**Combined Avg of DC CAS Literacy and DC CAS Math to come up with this figure
***Unable to locate data on % of highly qualified teachers on OSEE, DCPS, and individual school websites

NOTES:

[1]For charter schools, enter projected enrollment; for all other schools, enter capacity.
[2]Type = DCPS, public charter school, private, parochial, independent, other
[3]Not applicable to private, parochial, and independent schools

2. Please check the **ONE** statement that best describes your recruitment strategy and provide a rationale for the chosen strategy:

___I will recruit exclusively in the neighborhood where I plan to locate my charter school.

___I will primarily focus my recruitment efforts in neighborhoods other than the one where I plan to locate my school. Please list those neighborhoods._____

_x_I will primarily focus my recruitment efforts in targeting specific populations of students, regardless of their neighborhood. Please describe the target population you intend to recruit (i.e., youth placed at risk, special needs, non-native English speakers, etc.)_____

___I will conduct a citywide recruitment effort for my school.

Rationale:

As described throughout the application, Rocketship D.C. intends to serve at-risk, low-income students as part of its mission to close the achievement gap. Thus, Rocketship will focus its recruitment in targeting these students. However, Rocketship will spend significant effort researching possible neighborhoods to locate our schools in the months leading up to opening with the intent of locating school in the most at-risk neighborhoods. In this way, we hope to create neighborhood schools that are serving the local student population in addition to fulfilling our mission of closing the achievement gap in Washington D.C.

3. Based on the information provided above, provide the following information

a. Describe how your proposed charter school will compete with existing schools as it relates to the recruitment of students and highly qualified teachers and securing an adequate facility.

Rocketship will compete for students through a comprehensive strategy launching a full 12 months prior to the first school's opening. Rocketship's Regional Director of Community Development will develop and execute a neighborhood specific recruitment strategies and pursue strategic partnerships with other community organizations and parents to ensure that the communities we will serve are adequately informed of Rocketship and its quality academic program. Teacher recruitment will also begin well in advance of the first school's opening, headed up by our Regional Director of Achievement. We also intend to partner with TFA D.C. to recruit a substantial amount of our teachers.

b. Provide a description of the proposed charter school's student recruitment strategies should the school initially locate in an area other than the intended location. Specifically, explain if students will be recruited from the area where you intend to locate or where the school will initially be located, and the short- and long-term impact of such a strategy.

Because Rocketship D.C. is still several years out from the opening of the first school, a comprehensive recruitment strategy has not yet been developed and a precise location for schools has not yet been determined. The D.C. specific strategy will be developed post-approval. However, as noted extensively above in "Recruiting and Marketing" section B.5, Rocketship Education has extensive experience in student recruitment and will lend this expertise to the Rocketship D.C. Regional Director of Community Development in order to develop an effective plan. First and foremost in this plan, will be a strategy for effectively recruiting at-risk, low income students regardless of the schools' location.

c. Provide a justification for the intended location if a strong presence of charter schools currently exists or will do so in the future. Describe how your proposed charter school will be successful given the surrounding schools.

As was detailed extensively in the IFF's report,"Quality Schools: Every Child, Every School, Every Neighborhood", several of the highest need "Neighborhood Clusters by Service Gap" are located in Wards 7 and 8. Because Rocketship's expressed mission is to close the achievement gap, we desire to locate our schools in the highest-need neighborhoods. Additionally, there are less high performing elementary charter schools in these wards than in other wards and neighborhoods in D.C.

I. Required Documents

ARTICLES OF INCORPORATION

OF

ROCKETSHIP EDUCATION D.C., INC.

For the purpose of forming a corporation under the Nonprofit Corporation Act of 2010, the undersigned executes the following Articles of Incorporation (the "Articles").

ARTICLE I
NAME

The name of the corporation is Rocketship Education D.C., Inc., hereinafter referred to as the "Corporation."

ARTICLE II
ORGANIZATION AND EXISTENCE

The Corporation is created as a nonprofit corporation under Section 29-401.01 et seq. of the District of Columbia Code. The period of the Corporation's existence is perpetual.

ARTICLE III
PURPOSES

The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Code Section 501(c)(3), including, but not limited to, the operation, guidance, direction, and promotion of one or more charter schools in the District of Columbia. No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual and no substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise provided in Code Section 501(h)), and the Corporation shall not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE IV
PRINCIPAL OFFICE AND REGISTERED AGENT

4.1. The mailing address of the principal office of the Corporation is:

[TBD]

4.2. The name and address of the registered agent is:

[TBD]

ARTICLE V
POWERS

The Corporation shall have all powers conferred upon a nonprofit corporation, organized under Section 29-401.01 et seq. of the District of Columbia Code and any successor provision thereto as now

enacted or hereafter amended. Such powers shall be exercised only in fulfillment of the purposes of the Corporation set forth herein.

ARTICLE VI
MEMBERS

The Corporation shall have no members.

ARTICLE VII
BOARD OF TRUSTEES

The affairs of the Corporation shall be managed by a Board of Trustees. The method of electing Trustees of the Corporation shall be stated in the Bylaws of the Corporation. The number of Trustees shall be fixed as set forth in the Bylaws of the Corporation, but the number of Trustees shall not be fewer than three and not more than seven.

ARTICLE VIII
DISSOLUTION

8.1. Upon the dissolution of the Corporation, any assets remaining after payment or provision for its debts and liabilities shall be distributed to Rocketship Education, Inc. if such organization is described in Code Sections 501(c)(3) and 509(a)(1) at the time of such distribution.

8.2. Otherwise, any remaining assets shall be distributed:

(a) for one or more exempt purposes within the meaning of Code Section 501(c)(3) to one or more organizations described in Code Section 501(c)(3) and that are public charities described in Code Sections 509(a)(1) or 509(a)(2) ("Public Charity Distribution(s)"); or

(b) for public purposes to a governmental unit, as such term is defined in Code Section 170(b)(1)(v) ("Public Purpose Distributions(s)"),

with the recipient(s) of such distribution(s) to be designated by the Corporation's Board of Trustees.

8.3. Any assets not so disposed of pursuant to Sections 8.1 or 8.2 shall, upon dissolution of the Corporation, be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located to one or more recipients designated by such court, so long as each distribution to a recipient is a Public Charity Distribution or Public Purpose Distribution, as defined above.

ARTICLE IX
DISTRIBUTIONS

The Corporation may make distributions or other payments Section 29-410.01 et seq. and Section 29-401.01 et seq. of the District of Columbia Code, as may be amended from time to time, to the extent consistent with its purposes as set out in Article III hereof. Such distributions may include distributions to other exempt organizations or distributions for public purposes to governmental units, as such term is defined in Code Section 170(b)(1)(a)(v).

ARTICLE X
TAX STATUS

It is intended that the Corporation shall have the status of an organization (i) which is exempt from federal income tax under Code Section 501(c)(3); (ii) to which contributions are deductible for federal income tax purposes under Code Section 170(c)(2); (iii) to which bequests are deductible for federal estate tax purposes under Code Section 2055(a)(2); and (iv) to which gifts are deductible for federal gift tax purposes under Code Section 2522(a)(2). These Articles shall be construed, and all authority and activities of the Corporation shall be limited, accordingly.

ARTICLE XI
AMENDMENT

These Articles may only be amended or repealed as set forth in the Corporation's Bylaws.

ARTICLE XII
CODE REFERENCES

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

ARTICLE XIII
INCORPORATOR

The name and address of the incorporator, who is older than eighteen years, is:

[TBD]

Executed this **[insert date]** day of **[insert month and year]**.

_____

[TBD]

This document was drafted by
and should be returned to:

Josh Mukhopadhyay
Rocketship Education
350 Twin Dolphin Dr, Ste 109
Redwood City, CA 94065

BY-LAWS

OF

ROCKETSHIP EDUCATION D.C., INC.

Adopted [insert date]

ARTICLE I
PURPOSES, OPERATION

1.1. Purposes. The charitable purposes of Rocketship Education D.C., Inc. (the "Corporation") shall be as set forth in the Articles of Incorporation.

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

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

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

ARTICLE II
OFFICES

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

2.2. Registered Office. The registered office of the Corporation may be, but need not be, identical with the Corporation's principal office in the District of Columbia, and the address of the registered office may be changed from time to time by the Board of Trustees.

ARTICLE III
MEMBERS

3.1. Designation of Members. The Corporation shall have no members.

ARTICLE IV
BOARD OF TRUSTEES

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

(a) Setting the enrollment and grade-level configuration for any schools operated by the Corporation, including increasing enrollment to maximum levels, subject to authorization from the proper authorities;

(b) Approval of annual budgets, calendars, salary schedules, major fundraising events, and grant writing for schools operated by the Corporation;

(c) Negotiation and approval of a Memorandum of Understanding ("MOU") or other contracts for the Corporation with the District of Columbia;

(d) Approval of all financial policies that set the processes and controls for contracts, expenditures and internal control;

(e) Oversight of personnel actions (including hiring, discipline and dismissal, subject to Trustee recusal for any actions involving such Trustee), except that school personnel actions not relating to the school's principal should be preceded by a recommendation from the school's principal;

(f) Approval of all changes to the charter agreement to be submitted in accordance with applicable law;

(g) Participation, as necessary, in dispute resolution for the Corporation;

(h) Evaluation of principals of schools operated by the Corporation, subject to Trustee recusal for any actions involving such Trustee;

(i) Monitoring the performance of schools operated by the Corporation and taking necessary actions to ensure that such schools remain true to the Corporation's mission and charter;

(j) Monitoring the fiscal solvency of schools operated by the Corporation;

(k) Participating and monitoring, as necessary, any fiscal audits of the Corporation;

(l) Participating, as necessary, in any student expulsion matters;

(m) Participating in any training for Trustees regarding governance matters, strategic planning, or other corporate matters; and

(n) Increasing public awareness of the Corporation's activities.

DRAFT

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

(a) *Number.* The number of voting Trustees ("Trustees") shall be at least three (3), but no more than seven (7) Trustees. Three (3) initial voting Trustees ("Initial Trustees") shall be appointed by the incorporator. If and when the Corporation commences operation of its first school, at which point the Corporation shall appoint two (2) parents to serve as additional Trustees ("Parent Trustees") serving alongside the Initial Trustees. At least two (2) Parent Trustees shall remain on the Board of Trustees so long as the Corporation operates a school. Thereafter, the number of Trustees shall be determined from time to time by the Board of Trustees.

(b) *Elections.* Except for the Initial Trustees appointed by the Incorporator, Trustees shall be elected annually by the Board of Trustees.

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

(d) *Qualifications.* Prior to the appointment of the Parent Trustees, Trustees need not be residents of the District of Columbia. Once Parent Trustees are members of the Board of Trustees, a majority of Trustees must be residents of the District of Columbia. In considering a potential Trustee, the following factors about a person may be considered, plus any other lawful factors deemed relevant: operation of charter schools; real estate expertise; legal expertise; financial expertise; fundraising ability; significant involvement in communities served by the Corporation; subject and professional development knowledge in literacy and math; for student's parents, a capacity to take a leadership role in the governance of the Corporation.

4.3. Meetings.

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

(b) *Special Meetings.* Special meetings of the Board of Trustees may be called by or at the request of the President or any two Trustees upon notice given as provided in Section 4.5. The person or persons calling such meetings may fix any time or place for holding any special meeting of the Board of Trustees called by them.

(c) *Access.* Trustees may attend and participate in meetings by electronic means as provided in Section 4.4, below.

4.4. Electronic Meetings. The Trustees of the Corporation may participate in meetings of the Board of Trustees by, or such meetings may be conducted through the use of telephone, instant messaging, video-conference, or any other means of communication by which any of the following occurs:

(a) All participants may simultaneously hear or read each other's communications during the meeting, or

(b) All communication during the meeting is immediately transmitted to each participant and each participant is able to immediately send messages to all other participants.

A Trustee participating in a meeting by any means authorized in this Section 4.4 shall be deemed to be present in person at the meeting.

4.5. Notice.

(a) Except as otherwise provided by law, whenever notice of any meeting or other item must be given to Trustees, such notice shall be given in writing and hand delivered, mailed postage prepaid, sent by email or facsimile, or sent by Federal Express or other commercial courier service, fees prepaid, to such address as the Trustee may have from time to time specified by written notice to the Secretary of the Corporation or, in the absence of any such specification at such address of such Trustee as may be determined with reasonable diligence. Hand-delivered notices and notices sent by email or facsimile shall be deemed given on the day they are so delivered or sent. Notices given by mail or by courier delivery shall be deemed given two business days after they are deposited in the mail or delivered to the courier service, as the case may be. Trustees and may waive notice of any meeting pursuant to Section 13.2. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board of Trustees need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

4.6. Quorum. Except as otherwise provided by applicable law, a majority of the Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees, but if less than such quorum is present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.

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

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

4.9. Vacancies. Any vacancy occurring in the Board of Trustees may be filled by the Board of Trustees.

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

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

4.12. Informal Action. Any action required to be taken at a meeting of the Board of Trustees, or any other action which may be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by not less than two-thirds (2/3) of all of the Trustees then serving on the Board of Trustees, provided all Trustees receive notice of the text of the written consent and of its effective date and time. Any such consent signed by not less than two-thirds (2/3) of all of the Trustees has the same effect as a vote by such Trustees taken at a duly convened meeting of the Board of Trustees at which a quorum is present. If a written action is taken by less than all Trustees pursuant to this Section 4.12, notice will be provided to all Trustees of the text of the written consent and of its effective date and time, except that failure to provide such notice does not invalidate the action taken by the written consent. For purposes of this Section 4.12, "in writing" includes a communication that is transmitted or received by electronic means, and "signed" includes an electronic signature.

ARTICLE V
OFFICERS

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

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

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

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

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

5.6. Intentionally Omitted.

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

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

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

ARTICLE VI
COMMITTEES OF THE BOARD OF TRUSTEES

6.1. Committees, Generally. The Board of Trustees may establish standing or temporary committees as it considers appropriate. The Board of Trustees, or the President if so designated, shall

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

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

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

6.4. Meetings and Actions of Committees. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of such committee, but, if less than such majority is present at a meeting, a majority of the voting members present may adjourn the meeting from time to time without notice. The act of a majority of the voting members present at a committee meeting at which a quorum is present shall be the act of the committee unless the action of a greater number is required by the resolutions establishing such committee. Committees shall keep regular minutes of their proceedings, cause them to be filed with the corporate records, and report the same to the Board of Trustees. Each committee shall make such reports to the Board of Trustees of its activities as the Board of Trustees may request.

ARTICLE VII
POLICIES

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

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

ARTICLE VIII
INDEMNIFICATION

8.1. Mandatory Indemnification. The Corporation shall indemnify its Trustees and Officers against any and all Liabilities in a manner consistent with Section 29-406.50 et seq. of the District of Columbia Code, and advance any and all reasonable Expenses, incurred by them in any proceeding to which any Trustee or Officer is a party because such Trustee or Officer is a Trustee or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents acting within the

scope of their duties as such to the same extent as Trustees or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which such person may be entitled under any written agreement, Board resolution, or otherwise.

8.2. Permissive Supplementary Benefits. The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liability and advancement of Expenses under Section 8.1 by (a) the purchase of insurance on behalf of any one or more of such Trustees or Officers, whether or not the Corporation would be obligated to indemnify or advance Expenses to such Trustee or Officer under Section 8.1, and (b) entering into individual or group indemnification agreements with any one or more of such Trustees or Officers.

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

8.4. Intentionally Omitted.

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

ARTICLE IX
MANAGEMENT, EMPLOYEES

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

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

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

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

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

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

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

10.6. Intentionally Omitted.

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

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

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

ARTICLE XI
DISSOLUTION

Upon the decision of the Trustees, the Corporation shall be dissolved and its assets shall be distributed as set forth in the Articles of Incorporation.

ARTICLE XII
AMENDMENT

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

ARTICLE XIII
MISCELLANEOUS

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

13.2. Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of District of Columbia law, or under the provisions of the Corporation's Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a Trustee or any other person at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee or other such person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

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

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

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

13.6. Conflict of Laws. These Bylaws are intended to be consistent with, and shall be construed under, the laws of the District of Columbia without regard to conflicts of laws provisions.

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

13.8. Intentionally Omitted.

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

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EXHIBIT A

ROCKETSHIP EDUCATION D.C., INC.

CONFLICT OF INTEREST POLICY

(Adopted [insert date])

ARTICLE I
PURPOSE

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

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

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

ARTICLE II
DEFINITIONS

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

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

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

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

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

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

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

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

ARTICLE III
PROCEDURES

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

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

3.3. Determining Whether a Conflict of Interest Exists. After disclosure of the Conflicting Interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Trustees or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

3.4. Procedures for Addressing the Conflict of Interest.

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

(b) The chairperson of the Board of Trustees or the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the Board of Trustees or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Trustees shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

3.5. Violations of the Conflict of Interest Policy.

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

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

ARTICLE IV
RECORDS OF PROCEEDINGS

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

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

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

ARTICLE V
COMPENSATION

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

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

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

ARTICLE VI
ANNUAL STATEMENTS

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

ARTICLE VII
PERIODIC REVIEWS

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

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

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

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

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STATEMENT OF TRUSTEE, OFFICER, COMMITTEE MEMBER OR EMPLOYEE OF ROCKETSHIP EDUCATION D.C., INC. AS TO ANY CONFLICT OF INTEREST

In accordance with the Conflicts of Interest Policy (the "Policy") of Rocketship Education D.C., Inc. (the "Corporation"), I hereby affirm that:

1. I have received a copy of the Policy.

2. I have read and understand the Policy.

3. I agree to comply with the terms of the Policy.

4. I understand that the Corporation intends to qualify as a tax-exempt organization and that in order to maintain a federal tax exemption it must engage primarily in activities that accomplish one or more tax-exempt purposes.

5. To my present knowledge neither I nor any member of my immediate family is a Trustee, trustee, Officer, shareholder, partner, member, owner, employee or agent of any business or organization with which the Corporation or any of its affiliates has, or in the foreseeable future probably would have, a transaction, contract or other relationship that may give rise to a conflict of interest on my part or the part of a member of my immediate family, except as follows:

_____

_____

_____

_____

_____

(*When in doubt if you have a potential conflict, please disclose potentially conflicting interests so that the board may determine if an actual conflict of interest exists.*)

I agree to report to the Secretary of the Corporation any changes in my response above as changes in my circumstances occur.

_____ _____

Signature Date

_____

Printed Name

TRADEMARK LICENSE AGREEMENT

between

ROCKETSHIP EDUCATION

and

ROCKETSHIP EDUCATION D.C.

This TRADEMARK LICENSE AGREEMENT (the "Agreement") is entered into effective as of the beginning of the **[insert]** school year ("Effective Date") by and between Rocketship Education, a California nonprofit public benefit corporation ("Licensor" or "Rocketship"), and Rocketship Education D.C., Inc. ("Licensee" or "Rocketship Education D.C."), a District of Columbia nonprofit corporation established to operate a network of public charter schools.

RECITALS

Rocketship Education was established to create and support schools that provide educationally underserved students with the knowledge, skills and character needed to succeed in top-quality high schools, colleges and the competitive world beyond. Rocketship's educational philosophy is implemented through adherence to the following Rocketship Education Initiatives:

1. **Innovate: Deliver exceptional and enduring academic results** for students who emerge with the skills and characteristics necessary to succeed in college and life and actively compete nationally and globally.
2. **Empower: Foster deep parental engagement** and ongoing advocacy for their child and for expanded educational opportunities for all children.
3. **Lead: Elevate the profession of teaching and school leadership,** by enabling high-level work with students and families in a sustainable, highly rewarding manner with commensurate compensation.
4. **Impact: Use financial resources efficiently**, so that schools are able to offer a more holistic education and serve all students without necessitating philanthropy.

Licensor holds common law trademark and design mark for "Rocketship Education" **[insert trademark number when available]**, and has currently applied for federal registration of the marks (collectively, the "Marks"); and Licensee desires to use the Marks in connection with non-profit educational activities in the territory identified herein; and

Licensor and Licensee are mutually committed to creating and supporting public schools in which educationally underserved students will develop the skills, character and knowledge base needed to succeed in top-quality high schools, universities and in the competitive world beyond.

Therefore, in consideration of the mutual covenants and conditions contained herein, Licensor and Licensee hereby agree as follows:

SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 "Educational Activities" shall mean non-profit educational activities and programs, encompassing students in grades K-6, which are financially sustainable and designed to assist these students in developing the skills, character and knowledge base needed to compete nationally and globally.

1.2 "Marks" shall mean and include all trademarks, service marks, design marks, trade names, domain names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to the Licensor.

1.3 "Territory" means the District of Columbia.

1.4 "Learning Lab" means the unique portion of the Rocketship School Model which combines online curricula, independent reading, and tutoring that strengthen basic skills at the appropriate level for each student.

SECTION 2: LICENSE GRANT AND RESTRICTIONS

2.1 As of the Effective Date, and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-transferable, non-sub-licensable and non-exclusive license to use, reproduce and display the Marks in connection with its Educational Activities in the Territory. This shall include use of the marks by each of the "Rocketship" schools created in connection with the establishment of "Rocketship Education D.C."

2.2 Use of the Rocketship Mark: On all of its correspondence, documents, signage, clothing, displays and marketing or advertising materials of any kind, the School shall prominently identify itself as "Rocketship Education D.C.", or by the name created for each individual charter school held by Rocketship Education D.C. In all cases, use of the licensed Marks shall be in compliance with Licensor's trademark guidelines as attached hereto as Exhibit A, which may be updated from time to time by Licensor.

2.3 Ownership of Marks: Licensee acknowledges and agrees that the Marks, all applications and registrations therefore, and all associated rights, title and goodwill, are owned solely by the Licensor, and that Licensee shall never directly or indirectly contest this ownership or the validity of the Marks. Licensee shall assist and cooperate with licensor to perfect, enforce or acquire Licensor's rights, titles and interests in the Marks, and shall use its best efforts to protect the Marks and to report promptly to Licensor any infringement of any of the Marks of which it has become aware. The License granted herein is not intended to be (and shall not be construed as) an assignment, and nothing herein confers on Licensee any right, title or interest in the Marks other than the limited rights of usage in accordance with this Agreement.

2.4 Marks Protection: Licensor reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misuse of its Marks. Licensor shall fund the costs of prosecuting such claims against third parties for infringement or

misuse of the Marks, and Licensee shall provide reasonable assistance to and cooperate with Licensor in connection therewith as may be necessary to give effect to the foregoing. If Licensor elects to initiate any action or proceeding in connection with the licensed Marks, it may do so in its own name alone or may elect to join Licensee as a party. In the event that Licensor joins Licensee as a party, Licensee shall not object to such joinder, provided, however, Licensor shall indemnify and hold Licensee harmless from and against any and all costs, expenses (including reasonable attorneys' fees), and liabilities that Licensee may incur in connection with such action or proceeding.

2.5 All use of the licensed Marks shall inure solely to the benefit of, and on behalf of, Licensor. Licensee shall not use or apply to register any trademark that incorporates, includes, is a derivative of, or would tend to dilute any Mark that is the subject of this Agreement, except as expressly authorized herein. Licensee shall not transfer, sublicense or permit any third party the right to use any of the licensed Marks, in whole or in part, without the prior written approval of the Licensor. Licensee agrees that it shall not apply for registration of any of the licensed Marks or for any trademark, name, logo or other designation that Licensor believes, in good faith, to be confusingly similar to or to dilute the distinctiveness of the licensed Marks.

2.6 Licensee shall not use the licensed Marks in a manner that is disparaging to or that could otherwise harm the goodwill associated with the Marks, or in any manner that suggests or implies a relationship between the parties other than the relationship that is set forth in this Agreement and any other agreements between the parties.

2.7 Upon request, Licensee shall, at no charge to Licensor, provide Licensor with samples, copies or pictures of any and all goods, packaging, documentation, manuals, advertising, marketing or other materials that bear any of the licensed Marks or that Licensee intends to use or distribute in connection with the Marks. Licensee agrees that the quality of any goods and services with which it uses the licensed Marks shall be comparable to the quality of goods and services with which the Licensor uses the licensed Marks, including but not limited to Licensee's compliance with the trademark guidelines attached hereto as Exhibit A.

2.8 Future Claims: In the event that (a) there is a claim or demand made against Licensor or Licensee with respect to any licensed Mark, or (b) there is a determination in any court of competent jurisdiction or by any other governing authority that the right to use a licensed Mark is unenforceable, or (c) Licensor reasonably believes that it may be unable to obtain or maintain the right to use a licensed Mark in a jurisdiction, or (d) Licensor reasonably believes that the use of a licensed Mark in a jurisdiction could subject Licensor or Licensee to a claim for infringement or any other liability, Licensor may notify Licensee in writing that it is terminating or modifying the Licensee's right to use the relevant Mark in such jurisdiction. In the event of such a notice of termination or modification, Licensee shall be permitted a reasonable period of time, not to exceed thirty (30) days, to comply with such notice. Licensee shall be solely responsible and liable for any claim, demand, penalty or damages arising from its continued use of any Mark after this period of time.

SECTION 3: QUALITY CONTROL

3.1 In addition to any and all of the provisions in Section 2, above, and in order to maintain the quality of the Educational Activities and goodwill associated with the licensed Marks, Licensee agrees to the following provisions.

(a) Licensee shall comply with, and be committed to, Licensor's standards and philosophy of education as set forth in the Rocketship Education Initiatives, recited above;

(b) Licensee agrees that the nature and quality of all Educational Activities undertaken in connection with the licensed Marks shall conform to the standards set by Licensor. In order to safeguard the integrity of the Marks, and to maintain the uniformity and quality of public charter schools associated with the Marks, Licensee shall only purchase tools, software, and other items related to the operation of the Rocketship Learning Lab from sources approved in advance by Licensor;

(c) Licensee agrees that Licensor may require quality control tests and standards of financial viability, and shall have the sole right to determine in its discretion whether the Licensee's Educational Activities are satisfactory;

(d) Licensee shall compiy with all applicable laws, regulations, charter or other agreements relating to the implementation, performance, production, promotion or distribution of any products or services related to the Educational Activities;

(e) Licensor or its authorized representatives shall have the right, at least annually, to visit and inspect Licensee's facilities, and Licensee shall allow Licensor or its authorized representatives to review and observe Licensee's programs, budgets, procedures, operations and Educational Activities;

(f) Licensee shall participate in and cooperate with a multi-day formal school evaluation conducted from time to time by a team designated by Licensor. This evaluation team will assess the quality of Licensee's academic program and its compliance with the Educational Philosophy;

(g) Licensee's school leaders must use their best efforts to attend any annual meeting of school leaders that use the Rocketship name;

(h) Licensee shall maintain complete records of its activities, and allow Licensor or its designee to review and inspect such records on reasonable notice to confirm Licensee's compliance with this Agreement;

(i) Licensee shall collect and maintain data on the academic achievement level of its students sufficient to allow Licensor to evaluate the progress of these students and the effectiveness of the Licensee's Educational Activities. Said data shall include, but not be limited to, appropriate and timely longitudinal data on the academic achievement level of its students using state-

mandated criterion-referenced tests, commercially available standardized tests, and/or other similar assessment tools requested by Licensor. Licensee shall promptly provide any and all of the above-referenced data and test results to Licensor upon availability and Licensor's request;

(j) Licensee shall record, respond to and resolve any complaints by parents, students or teachers regarding its Educational Activities, and shall provide Licensor, upon request, with full information and access to documents relating to any such complaints that are, or have been, subject to review by Licensee's Board of Trustees;

(k) Licensee shall submit any other information related to its Educational Activities to Licensor at its request, unless otherwise prohibited by law;

(l) Licensee must promptly seek approval from Licensor for any proposed change in its programs or Educational Activities, or of any change in its governance. Licensor specifically reserves the right to approve any principal or school leader of any Rocketship Education D.C. operated school.

(m) To protect the integrity of the Marks, Licensee shall not seek to expand the number of schools within its region without express written consent from Licensor. This includes charters already granted to Rocketship Education but not yet in operation. Before any new school in the region shall open, it must go through Licensor's greenlighting process.

(n) To protect the integrity of the Marks, Licensee recognizes the unique character of Licensor's educational program in connection with the licensed Marks, and should Licensor decide to make any changes to the educational program, Licensee shall implement all such changes.

(o) For purposes of this section "Meeting" will be defined as events covered under § 29-405.01 through § 29-405.04 of the District of Columbia Code.

To protect the integrity of the Marks, at least 7 business days prior to any meeting of Licensee's Board of Trustees Licensee shall submit to Licensor a draft copy of Licensee's agenda for the Meeting. If any action will be taken by the Board of Trustees, notice of such actions shall be provided to Licensor, whether or not such notices are required by District of Columbia Law. Licensor shall have the right to review all such proposed actions, and if Licensor determines that such actions are inconsistent with Licensor's desired business practices, Licensor may prevent Licensee from taking such actions by providing written notice of Licensor's decision. For purposes of this section, an email to either the Chair of the Board of Trustees or an email to the Regional Vice President shall qualify as written notice.

3.2 If Licensor determines, in its sole discretion, that Licensee has failed to comply with any of the above provisions, Licensor may notify Licensee and require it to take corrective and/or remedial action. Such notice and requirement may include any action that

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Licensor deems reasonably necessary for Licensee to comply with the provisions of this Agreement, including but not limited to alterations or additions to the Licensee's Educational Activities and/or restrictions on the Licensee's use of licensed Marks. With respect to a determination by Licensor that an Educational Activity of Licensee does not comply with the provisions of this Agreement, and a subsequent determination by Licensor that Licensee has not taken adequate steps to implement corrective action within 90 days, as set forth in Section 7 herein, Licensor may unilaterally terminate this Agreement.

SECTION 4: ROCKETSHIP EDUCATION'S OBLIGATIONS

Except as explicitly set forth in this Section 4, or explicitly contemplated by a particular provision of this Agreement, Licensor has no additional obligations to Licensee under this Agreement.

4.1 Ongoing Source of Rocketship Education Learning Lab Tools
During the Term, Licensor will designate the source from which Licensee shall purchase access to the Rocketship Learning Lab tools at the Rocketship Education discounted rates.

SECTION 5: PAYMENT

5.1 As consideration for the licensing to it of the Marks described herein, Licensee shall pay to Licensor an annual fee of 3% of the state and local per pupil funding that it receives, directly or indirectly, for the students attending all Rocketship Education D.C. operated schools.

5.2 The annual license payments from Licensee to Licensor pursuant to this Section 4 shall be due and payable within thirty (30) days of the beginning of the Licensee's fiscal year, beginning with the first fiscal year that starts after completion of the first academic year of school operations. Any failure by Licensee to timely make the required payments to Licensor pursuant to this Section shall give rise to an additional obligation on the Licensee to pay interest to Licensor on the delinquent amounts owed at the compounding rate of 6% per annum.

SECTION 6: LIMITATION ON LIABILITY

6.1 Disclaimer: THE LICENSED MARKS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND LICENSOR DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED MARKS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 7: INDEMNIFICATION

7.1 Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless Licensor, and its officers, trustees, employees and agents, from any losses, damages, liabilities, settlements, attorneys' fees or costs that may arise as a result of any action,

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causes, claims, demands or proceedings arising from or related to any action or failure to act on the part of Licensee. Licensor shall give Licensee prompt notice of any such actions, claims or proceedings, and information in the possession of Licensor that is reasonably required for the defense of such actions, claims or proceedings.

7.2 Indemnification by Licensor. Licensor shall defend, indemnify and hold harmless Licensee, and its officers, trustees, employees and agents, from any losses, damages, liabilities, settlements, reasonable attorney's fees or costs that arise from claims alleging that the Licensee's use of any of the Marks pursuant to this Agreement constitutes trademark or trade name infringement, unfair competition, or dilutes the trademark or name of any third party. Licensee agrees to promptly notify Licensor of any such claim and to grant Licensor, at its option, sole authority to defend and/or resolve any such claim, and to cooperate in the defense of such claim.

7.3 Insurance. Licensee shall obtain and maintain a comprehensive general liability insurance policy with combined single limit coverage of not less than $1,000,000.00, and shall name Licensor as an additional insured thereunder. Licensee shall promptly provide Licensor with a certificate establishing proof that such a policy is in effect, and shall give Licensor thirty (30) days written notice of any termination of said insurance policy, or of any intention not to the pay the premium therefore, at which time Licensor shall have the right to automatically terminate this Agreement.

SECTION 8: TERM

8.1 Term: This Agreement shall be effective as of the Effective Date, and automatically renewed for additional one-year terms annually thereafter, subject to the termination provisions set forth herein.

8.2 Termination by Licensor: Licensor may terminate this Agreement, including any license granted by Licensor herein, or any rights granted by Licensor with respect to any licensed Mark, at any time in the event of a material breach by Licensee of such license or this Agreement, or a term or restriction applicable to a licensed Mark or to this Agreement, with respect to which Licensor believes Licensee has not taken adequate steps to cure following 90 days written notice from Licensor. Notwithstanding the foregoing, Licensor may immediately terminate this Agreement, including any license granted herein or rights granted by Licensor with respect to any licensed Mark, if Licensee: (a) fails to obtain or maintain a comprehensive general liability insurance policy in the amount and as provided for in paragraph 7.3, above; (b) files a petition in bankruptcy, becomes insolvent or otherwise incapable of meeting its financial obligations, or if a receiver is appointed for Licensee or for Licensee's business; (c) discontinues its operations or ceases to use the licensed Marks; (d) is in material breach of any term not reasonably subject to cure; (e) fails to maintain its tax-exempt status under Internal Revenue Code 501(c)(3); or (f) behaves, or it personnel or employees behave, in a manner that, in Licensor's opinion, may be irrevocably detrimental to Licensor's reputation, to the licensed Marks, or to the goodwill associated therewith.

8.4 Effect of Termination. Upon termination, resignation or expiration of this Agreement for any reason, Licensee will not have any right to make any use whatsoever of the

Marks. To the extent that Licensee's corporate name includes any of the Marks, including but not limited to the Rocketship name, and unless expressly agreed to in writing by Licensor, Licensee shall immediately change its name to a name that does not include any of the Marks, or any portion of the Marks, following termination or expiration of this Agreement. Licensee may voluntarily relinquish its license rights pursuant to this Agreement following its initial one-year term by notifying Licensor no later than ninety (90) days prior to the expiration of any subsequent one-year term. In the event that Licensee voluntarily elects to terminate the Agreement, and to forgo its future relationship with Rocketship, it shall reimburse to Licensor a termination fee, not to exceed $300,000, intended to reimburse Licensor for a portion of the internal and external costs it has incurred in training the Licensee's school staff with the very specialized knowledge required to operate a Rocketship school.

8.5 Survival Upon Termination: The provisions of this Agreement relating to the Ownership of Marks (Section 2.3), Marks Protection (Section 2.4), Limitation of Liability (Section 6) and Indemnification (Section 7) shall survive the expiration or termination of this Agreement for any reason whatsoever.

SECTION 9: GENERAL PROVISIONS

9.1 This Agreement and any dispute arising from the performance or breach thereof shall be governed by and enforced in accordance with the laws of the State of California, without reference to any conflict of laws provisions.

9.2 Severability: In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, all other provisions hereof shall remain in full force and effect, and such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of all other provisions.

9.3 No Modification or Waiver: There shall be no amendment, modification or waiver of any provision of this Agreement unless made in writing and signed by both parties hereto. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance. No failure on the part of either party to exercise any right under this Agreement, or any right provided by state law or equity or otherwise, shall impair, prejudice or constitute a waiver of any such right.

9.4 No Assignment: This Agreement shall not be assigned or transferred, directly or indirectly, by Licensee to any third party, whether by operation of law or otherwise, without the prior written consent of Licensor. Nothing in this Agreement shall be construed to limit the right of Licensor to assign the Marks or this Agreement, provided that the transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement.

9.6 Entire Agreement: This Agreement embodies the entire understanding between the parties hereto with respect to the licensed Marks, and supersedes any prior communications, representations or understandings with respect thereto, whether written or oral.

SECTION 10: NOTICES

10.1 Any notices or other communications required to be given by either party pursuant to this Agreement shall be in writing and personally delivered or sent by certified or registered mail, or by commercial overnight courier service with tracking capabilities, costs prepaid, to the following addresses:

To Licensor:	To Licensee:
Rocketship Education 350 Twin Dolphin Drive, Suite 109 Redwood City, CA 94065 Attn: Chief Financial Officer	Rocketship Education D.C [TBD]

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be entered into as of the Effective Date.

Rocketship Education ("Licensor")	Rocketship Education D.C. ("Licensee")
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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Exhibit A

Trademark Guidelines

[TBD]

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MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made as of **[Insert Date]**, by and between Rocketship Education, a California nonprofit public benefit corporation ("Manager"), and Rocketship Education D.C., a District of Columbia nonprofit corporation ("Company").

WITNESSETH:

WHEREAS, Company desires to obtain Manager's services in connection with the Company's operation of a school (the "School") pursuant to the terms hereof and Manager is able and willing to provide the services as hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained and of the fees to be paid to Manager as hereinafter set forth, the parties hereto do hereby agree on behalf of themselves and their respective legal successors and assigns, as follows:

1. **APPOINTMENT.** Company hereby engages Manager on the terms and conditions hereinafter set forth to provide the described services to Company; and Manager hereby agrees to provide the services to Company, pursuant to the terms hereof.

2. **TERM.** This Agreement shall commence upon the date signed hereof and shall be in effect through **[TBD]**. The Agreement will then renew automatically on an annual basis, unless terminated with or without cause by written notice given by either party to this Agreement thirty (30) days prior to the end of the effective term.

3. **DELEGATION OF AUTHORITY.** In conjunction with Manager's internal policies regarding authorization and written approval, and in order to carry out the duties as described in Section 6 below, Company hereby grants to Manager, on behalf of Company, signing authority as well as all other power necessary and proper in order to conduct any and all business by Manager on behalf of Company.

4. **AUTHORITY TO SUBCONTRACT.** Manager may subcontract any function or service it is obligated to provide hereunder provided, however, that no such subcontract shall relieve or discharge Manager from any obligation or liability under this Agreement.

5. **AUTHORITY OF THE BOARD OF TRUSTEES.** Company and Manager agree that no provision of this Agreement shall be construed to interfere with the duty of the Board of Trustees of Rocketship Education D.C. (the "Board") to exercise its statutory, contractual, and fiduciary responsibilities in governing Company and overseeing the activities of Manager conducted pursuant to this Agreement.

6. **DUTIES OF MANAGER.** Manager shall provide the following services (collectively, the "Services"):

    1. Research, locate and prepare a suitable facility (the "Facility") for the operation of the School;
    2. Provide professional development training for certain employees of the Company prior to the commencement of the school year and continuing throughout the school year as necessary;

3. Provide back office support services in the areas of:
    i. Finance
        1. Payroll
        2. Accounting
        3. Financial Analysis (cost comparison, trends analysis)
        4. Financial Management (budgeting, tools and tracking, reporting templates)
        5. Grant Application Support
    ii. Recruitment
        1. Manage talent pipeline for all staff. Duties include:
            a. Cultivate talent through job postings, attendance at career fairs, webinars, and advertisements
            b. Design and manage selection process
            c. Conduct reference checks
            d. Provide staff to fill Company needs as deemed appropriate by Manager
    iii. Human Resources
        1. Support employee life cycle. Duties include:
            a. On-board and process all new employees
            b. Off-board and exit all department employees
        2. Administer all employee benefits. Duties include:
            a. Research and identify benefits package for all regions
            b. Enroll/Dis-enroll all new employees
            c. Serve as primary point of contact between employees and benefit providers
        3. Provide support/consultation for all personnel issues
        4. Maintain all personnel records
        5. Develop, manage, and maintain HRIS system
        6. Develop and maintain all Personnel Policies and Procedures
    iv. Leadership Development
        1. Provide training and support for all leadership development programs including but not limited to: Emerging Leaders, Rising Fellows, and Network Fellows
        2. Manage and maintain Leadership Pipeline
        3. Operate School Leader summer training program

v. Instructional Leadership
    1. Provide professional development, training, support, and tools to Deans and Assistant Principals
    2. Create tools and resources to support classroom teachers
    3. Operate Teacher summer training program
vi. Individualization
    1. Identify instructional On-line Programs (OLP's) to support individualized student learning.
    2. Serve as primary point of contact between OLP providers and schools
    3. Create Scope and Sequence Maps for all taught subjects in all grades
    4. Identify and select assessment suite
    5. Develop and maintain student performance database
    6. Identify and implement tutoring curriculum
vii. Data
    1. Aggregate and analyze student data
    2. Provide data reports for authorizers and funders
    3. Develop, manage, and maintain Student Information System (SIS)
viii. Operational Systems
    1. Design and develop school operations systems. Systems include, but are not limited to:
        a. Lottery and Enrollment system
        b. Compliance system
        c. Lunch administration system
        d. IEP management system
        e. Attendance tracking system
        f. Performance Management system

4. Develop and execute fundraising opportunities;
5. Work with the Charter Authorizer and other agencies as necessary, including maintaining compliance with reporting requirements and any other general inquiries received from these agencies;
6. Marketing for student enrollment;
7. Assist with public relations;
8. Provide guidance relating to the curriculum;
9. Secure working capital financing for the school;
10. Provide financial support as needed; provided, however, that such support be agreed to by the parties in a separate writing;
11. Provide any other operational or educational needs relating to the School that the Company may reasonably request of Manager.
12. Collect Special Education funds and managing the Special Education program budget on behalf of all Rocketship Education D.C. schools.

7. **SERVICES FEE.** In consideration for the services, Manager shall receive a monthly "Services Fee" equal to 12% of local, state and federal revenues of Company (excluding revenues from reimbursement programs such as NSLP and school uniforms) as well as fundraising conducted by Manager for such month, determined in accordance with United States generally accepted accounting principles which are consistently applied; provided, however, that if in any month Company suffers a net loss, the amount of such net loss

will be carried forward to succeeding months and no further payment of the Services Fee shall be made hereunder until and to the extent that the cumulative amount of all such losses is recouped against net income of Company earned in such succeeding months. The Services Fee shall be payable by Company to Manager on or before the 30th day after the end of each calendar month during the term of this Agreement. Additionally, the Manager shall receive a quarterly "Facilities Reserve Fee" equal to 20% of local, state and federal revenues of Company (excluding revenues from reimbursement programs such as NSLP and school uniforms) as well as fundraising conducted by Manager for such month, determined in accordance with United States generally accepted accounting principles which are consistently applied and the facilities lease payments for that quarter. The Services Fee and Facilities Reserve Fee are the only compensation or other payments Manager will be entitled to under this Agreement; Manager shall be responsible for all of its own costs and expenses necessary to fulfill its obligations under this Agreement, including, but not limited to, compensation and other benefits payable to any Manager employees and any travel expenses. In the **[TBD]** school years, the services provided by Rocketship Education will be associated with school startup, planning and implementation and eligible for funding through programs that support Company's opening of new schools. Additionally, the portion of services provided by Rocketship Education that relate to administrative support (payroll, compliance, accounting, financial reporting, and program oversight) are expenses that can be considered indirect costs under state and federal programs. During the fiscal year 13-24 months ahead of school opening, Rocketship will receive a management fee of 25% of fundraising conducted by Manager.

8. **INDEPENDENT CONTRACTOR.** It is expressly agreed by the parties hereto that Manager is not an employee of the Company for any purpose whatsoever, including for federal or state tax purposes, but is an independent contractor. Furthermore, no relationship of joint venture or partnership of any form is created by this Agreement.

9. **CONFIDENTIALITY.** Manager understands that the consulting relationship creates a relationship of confidence and trust between the Manager and Company with respect to any (i) Proprietary Information or (ii) confidential information applicable to the business of any entity or partner of Company or other entity with which Company does business and which the Manager learns in connection with the consulting relationship. "Confidential Information" means information furnished to the Manager by Company relating to Company or persons with whom Company collaborates, including, but not limited to (i) information regarding school development, outreach and operating plans, budgets, financial statements, contracts, prices, suppliers, student achievement and student demographic data; (ii) information regarding the skills and compensation of Company's employees, contractors, and any other service providers of Company; and (iii) the existence of any discussions, negotiations, or agreements between Company and any third party. It also includes the existence and nature of the services themselves and the Manager's engagement to perform the services. It includes information previously disclosed by Company, information disclosed going forward, and information disclosed orally, in writing, or electronically. At all times, both during the consulting relationship with Company and after its termination, the Manager will keep in confidence and trust all such information. This obligation shall end whenever

such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by either party.

10. **USE AND CONFIDENTIALITY.** The Manager will use Confidential Information solely for the purpose of performing the services and will keep it confidential. The Manager will not disclose Confidential Information (either in the form provided or as may be reflected by the Manager in any analysis, report, presentation, or other deliverable prepared for Company in the course of performing the services (collectively, a "Deliverable")) to any person other than those employees, agents, and consultants, if any, who need access to the information for performance by the Manager of the services. Those persons will be subject to, and the Manager will be responsible for ensuring that they comply with, the terms of this Agreement. In addition, the Manager will not disclose to any third party, or use for other clients or other third parties, any Deliverable, whether or not such Deliverable contains or reflects Confidential Information. Upon completion of the project, Manager shall return to Company all data furnished by Company for the purpose of completing this project or any related projects. If data will be provided through an online platform, Manager shall have controlled access to the data via password, and Manager shall assume full liability for any access violations which may occur.

11. **BREACH.** If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 30 days after receipt of such notice, or if the breach cannot be cured within 30 days, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party.

12. **INDEMNIFICATION.** Both parties to this Agreement will indemnify and hold each other and their respective trustees, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, claims arising from death or personal injury, attorneys' fees, and taxes and insurance contributions for which the Indemnifying Party has responsibility plus penalties and interest, which may arise directly or indirectly from (i) any breach by the Indemnifying Party of this Agreement; (ii) any other act or omission by the Indemnifying Party; (iii) any claims by suppliers, creditors, or other persons in a relationship with the Indemnifying Party; or (v) any claims relating to tax, insurance contributions, workers' compensation law, or other laws applicable to the Indemnifying Party.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. **SEVERABILITY.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

15. **MODIFICATION OR AMENDMENT.** No amendment, change, or modification to this Agreement shall be valid unless it is in writing and signed by both parties. Manager and Company reserve the right to amend this agreement such that any of the services as described in

Section 3 of this agreement may be rendered by Company itself instead of Manager, and that any other services, whether currently being provided by Company itself or not yet currently contemplated, may be provided by manager. The parties hereto shall have the right to adjust the Services Fee as listed in Section 4 of this agreement accordingly.

16. **MERGER AND INTEGRATION.** This Agreement and exhibits attached hereto are the final understanding between the parties and supersede all other agreements, negotiations and understandings, oral or written, between the parties involved.

17. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

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(signature page to follow)

* * *

IN WITNESS WHEREOF, Company and Manager have caused this Agreement to be executed as of the day and year first above written.

ROCKETSHIP EDUCATION	**ROCKETSHIP EDUCATION D.C.**
Signature	Signature
Name and Title	Name and Title
Date	Date

Rocketship Education D.C.
Board of Trustees Job Description

Organizational Overview

Founded in 2006, Rocketship Education (www.rsed.org) is a California-based 501(c)(3) nonprofit corporation whose mission is to eliminate the achievement gap by building a national school system of K-5 charter schools. Rocketship Education is the leading public school system for low-income elementary students. In pioneering its transformative public school model, Rocketship has delivered exceptional academic results through a focus on developing outstanding educators, empowering parents to advocate for their children and communities, and individualizing instruction for all students.

Rocketship strives to eliminate the achievement gap in our lifetimes by partnering with cities, school districts, and communities across the US that share a similar sense of urgency. By bringing Rocketship schools to thousands of low-income students and inspiring other public school systems to adopt similar practices for high-quality, scalable impact, this ambitious goal is attainable.

The Position

Rocketship D.C.'s Board of Trustees Members are responsible for the academic, operational and financial success of Rocketship D.C.'s schools and continued growth in the region. The Board will assist Rocketship Regional Support office and RSDC staff in growing our impact from one school in to 8 schools within 5 years as we work to eliminate the elementary achievement gap in D.C.

Responsibilities

The Rocketship Education D.C. Board of Trustees will be responsible for the operation and fiscal affairs of the Charter School including but not limited to:

- Setting the enrollment and grade-level configuration for the Charter School;
- Approval of annual school budget, calendar, salary schedules, major fundraising events, and grant writing;
- Negotiation and approval of a Memorandum of Understanding ("MOU") or other contracts with the City of D.C. and the Public Charter School Board;
- Approval of all financial policies that set the processes and controls for contracts, expenditures, and internal control;
- Oversight of personnel actions (e.g. hiring, discipline, dismissal) (subject to the disclosure and recusal of the employee Board member) All personnel actions other than those relating to the Principal shall be preceded by recommendation by the Principal;
- Approval of bylaws, resolutions, and policies and procedures of school operation;
- Approval of all changes to the school charter to be submitted as necessary in accordance with applicable law;
- Participation as necessary in dispute resolution;
- Monitoring overall student performance;

- Evaluation of Rocketship D.C. Public School Principal(s) (subject to the disclosure and recusal of an employee Board member);
- Monitoring the performance of the Charter School and taking necessary action to ensure that the school remains true to its mission and charter;
- Monitoring the fiscal solvency of the Charter School;
- Participation in Rocketship D.C. Public School annual independent fiscal audit;
- Participation as necessary in student expulsion matters pursuant to Rocketship D.C. Public School policy; and
- Increasing public awareness of the Charter School.

Qualifications

Qualifications of current and future board members should include, but not be limited to:

- Operation of charter schools;
- Real estate expertise;
- Legal expertise;
- Financial expertise;
- Fundraising ability;
- Significant involvement in the communities served by Rocketship D.C Public Schools;
- Subject and professional development knowledge in Literacy and Math; and
- For Board of Trustees members who are parents, the capacity to take a leadership role in governance of Rocketship D.C. Public School

The successful candidate will have the following skills and experience:

- Visionary thinking and strategic management skills, including: planning, directing, building, reporting, and budgeting.
- Excellent relationship management skills working with a diverse set of stakeholders (i.e.: districts, public officials, funders, community leaders, etc.)
- 5+ years of management experience, preferably in the field of education reform and a high-growth environment.
- Proven track record of managing outstanding results through teams in a distributed network.
- Exceptional analytical and problem solving skills.
- Outstanding communication, influencing, and negotiating skills.
- Experience leading in a fluid, start-up environment; optimism, perseverance, and a focus on problem-solving highly valued.
- Proven leadership skills with the ability to attract, develop, and inspire a team; exceptional ability to bridge and enhance cooperative working relationships.
- A bachelor's degree is required, and a graduate degree in education, business, or communications preferred.

Charter School Individual Board Member Agreement
These are included in Section F above.

Code of Ethics
Please see "Conflict Policy", Exhibit A, in the "Bylaws" above.

Conversion Endorsement Certification (if applicable)
Not applicable

Discipline Policy

School Culture
Rocketeers are exposed to our core values all day, every day. Each day starts with the Rocketship Launch, where all classes gather to say the Rocketeer Creed (our daily promise to live by these core values), and sing a song that highlights one core value per month. Additionally, within classrooms teachers use the langue of the core values to recognize positive examples, and redirect student behaviors not in line with the core value expectations for students. Daily, students reflect on their own exhibition of these core values as they fill out their behavior reports and give themselves a score for that day's efforts. This level of consistency allows students to learn to be a Rocketeer very quickly, and builds the skills and mindsets necessary to succeed in middle, high school, college and beyond.
By creating a transparent and consistent culture, we have found that students demonstrating unproductive or distracting behaviors are at a minimum. However, we are committed to ensuring ALL Rocketeers succeed both academically and culturally. Thus, we have a clearly articulated behavior and classroom management plan for all teachers.

Behavior Management
All of our teachers are trained in the behavior management style of Lee Canter, utilizing behavioral narration in order to redirect off-task students. Behavioral narration provides an off-task student with explicit examples of expected actions and helps to redirect the student in a non-confrontational manner. If behavioral narration fails to redirect the student, teachers then have a quick check-in with the student, giving immediate feedback and another opportunity to follow directions.

If these subtle, yet intentional re-directions are still not effective in helping the student return to the task at hand, the teacher will then utilize the school-wide classroom management tool, the Rocketship clip chart system. This system integrates a visual representation of the student's behavior during the day, highlighting both good choices along with poor choices. The clips move up the color scale based on positive behaviors and down the chart based when they make choices that negatively impact their own or their peer's academic growth. Throughout a given class, a child always has the ability to move back up, teaching students that no matter how bad things may seem, they can control their own redemption through their choices. At the end of the day, students mark a behavior progress report with where they ended the day on the clip chart. And, then students make the explicit connection between their behavior during class and the core value or core values that they were particularly exhibiting or lacking in on that given day. This is an effective method to engage parents in their student's learning and in-classroom behavior by providing an opportunity for daily feedback. The clip chart system is used school-wide, which helps families understand the system if they have multiple students at the school and also provides continuity as students move to new classrooms each year, and between teachers every day.

For extreme instances, when a student has reached the last color on the clip chart (red), the teacher will engage in a "Red Reset." 95% of misbehavior will be handled by referring students to move down on the clip chart. However, there are instances where students reach red on the color chart, and/or exhibit extreme misbehavior/distraction. In these instances, the child will qualify for a "Red Reset." If a child reaches red, the teacher will use the walkie-talkie to radio to the office. A school leader will come and releases the teacher to meet with the student outside for a few minutes, as well as to quickly fill out the Behavior Tracking Sheet. If a student needs to be separated from their current environment, the teacher will quickly make a decision on the appropriate location, walk the student to that classroom and get them started on their work/behavior reflection. When the child is finished cooling down, they will be sent back to their classroom and are expected to make up any missed work before rotating. When the child returns to the classroom they should receive some coaching on specifically what they can do to move back up.

Red Resets occur infrequently, but for a child who has been involved in multiple within a 3 week period, they will be referred to the Student Action Team (SAT), to support the teacher in creating a behavior plan to support the child both academically and behaviorally. SAT meetings are meant to provide teachers with additional ideas for supporting students with academics and or behavior in a less formal setting than the SST (Student Service Team) meeting. During a SAT, teachers, school leaders, and Individual Learning Specialists collaborate to devise new interventions to put into place to support a student for a given time period (generally 4-6 weeks). At the end of the time period specified in the initial meeting, the group will reconvene to evaluate progress and decide if additional interventions are necessary or if the child needs to referred for an SST meeting (Student Success Team).

For more extreme incidents of misbehaviors (physical violence etc.) students will be sent directly to the office. Upon the first offense and depending upon severity, parents will be called to report the incident and require a brief conversation between parents and students to reset expectations. After this call, they will be asked to return to their team and be given a chance to fix their mistakes and make better choices. If poor choices continue to be made, the student may be referred directly to the Student Success Team (SST), which is run by the Academic Dean. These meetings are comprised of the student, parent(s), teachers, ISD teachers and Academic Dean. Students are referred for behavioral issues, and the team meets to develop a Positive Behavior Support Plan.

If they do not improve, Rocketship staff will place a second call requiring them to be picked up immediately by a family member. They will be suspended for the remainder of that day but not for any subsequent days. Our hope is that they will return the next day embodying the core values of a Rocketship Rocketeer and understanding of what choices a Rocketeer would subsequently make. If they are sent home twice in the span of five days, they will be suspended for a period of 1-3 days, depending on the severity of the incident. The school will implement a Student Support Team (SST), which is designed to handle more extreme cases of repeated misconduct. This team includes parents, teachers, and anyone else that has a strong relationship with the student; some examples include: an older sibling, coach, and psychologist. The team meets regularly and moves through a framework that includes talking about positive aspects of students, prioritize issues and then targeting high priority issues by leveraging student strengths. A student support plan is created in order to position the student for success both behaviorally and academically. All staff members are invested in the education of each student enrolled at Rocketship Schools, therefore a large variety of options are explored in order to mitigate behavior issues and suspension or expulsion is only used in the most extreme of circumstances.

Suspension and Expulsion

Rocketship acknowledges the responsibility of each student, parent, volunteer, faculty, staff and administrator to contribute to the well-being of the community by demonstrating responsibility and accountability for individual and group actions. It is the Charter School's goal to enhance the quality of relationships, the quality of learning, and the quality of the community through shared responsibility. Our Suspension and Expulsion policy involves proper and just due process to ensure that students are removed from the classroom in only extreme circumstances. Parents are given an overview of the Suspension and Expulsion policy in the Family Handbook and are provided with the detailed policy upon request. A preliminary list of infractions that may suspend or expel a student is listed below.

- Caused physical injury of used violence upon another person;
- Possessed, sold, or furnished weapons or drugs;
- Committed theft or robbery;
- Intentionally caused significant damage to school property; or
- Harassed, threatened, or intimidated another student or staff member.

Expulsion Hearing and Appeal Process

Parents of students recommended for expulsion by the Principal or Principal's designee will be invited to a conference where the student is informed of the reason for the disciplinary action and the evidence against him or her. The student will be given the opportunity to present his or her version and evidence in his or her defense.

A student who has committed an offense that qualifies for expulsion will have the opportunity to have an expulsion meeting with either the superintendent, or their appointee. The superintendent's appointee can either be an attorney, or an administrator who has not expelled the student and was not involved in the incident at hand. The person conducting the expulsion meeting shall make a written summary of the evidence heard at the meeting, make a decision, and notify the student in writing. Following the final decision, the student shall have no right of appeal from expulsion from the school and the Board's decision to expel shall be final.

Suspension and Expulsion for Students with Disabilities

Rocketship will ensure that the rights of students with disabilities are taken into account in disciplinary actions and proceedings by consulting with the Regional Special Education Director before engaging in the process. Additional subject matter experts will be consulted, should the need arise. Disciplinary actions and proceedings for students with disabilities will be addressed on a per-incident basis, but every individual involved will work to ensure that every Rocketeer receives proper due process. Rocketship will comply with all of the federal requirements and procedures of 20 U.S.C. 1415.

Letter of Intent for Facility (if applicable)

This information will be provided to the D.C. Public Charter School Board post-approval. Rocketship D.C. has not yet selected a site or chosen a facility for its first school, as the school opening is still several years out. RSDC will engage in this work post-charter approval and after Rocketship Education's Governing Board of Directors has green-lit the region.

Rocketship Education is Poised to Ensure Academic Success with African American Student Populations

While a vast majority of Rocketship students in San Jose, California are Latino, Rocketship is fully prepared to serve a student population in Washington D.C. that serves a much higher percentage of African American students. That said, Rocketship still anticipates to serve a very high-percentage of

students who are low-income, similar to the demographic of students currently being served. Rocketship's current growth has demonstrated to us that there tends to be significant demographic and cultural demographic differences neighborhood to neighborhood and any new region we expand to will likely yield a diverse student population of ethnicities, cultures, and communities. Thus, the Rocketship Public School Model has been designed for at-risk students in general, and not a specific racial subgroup.

Rocketship Education (RSED) seeks to open high-performing charter schools in Washington D.C. Our child-centered holistic model leverages collaboration with parents and the community to eliminate the achievement gap. The Rocketship Public School Model speaks directly to the African American population and a Rocketship school in Washington D.C. will provide African American children opportunities that will place them on a firm path to college.

Research confirms that African American children face educational inequity that is set in motion even before entering elementary school. Compared with Caucasian children, African American children are more likely to grow up in poverty and enter school with significant educational disadvantages. Unfortunately, the educational disparity in Washington D.C. only increases with time. For example, for every three Caucasian students who achieve proficiency in second-grade math, only two African American students achieve at that level. But by high school, for every three Caucasian students who achieve proficiency in Algebra II, only one African American student reaches proficiency.

At Rocketship, we refer to this current blight as a "destiny of demographics" that must be viewed with a greater sense of urgency. To eliminate the achievement gap, we are committed to serving African American students well by implementing our highly successful elementary school model, incorporating best practices, and continuing to evolve according to what improves achievement. This portion of the charter illustrates a variety of factors that will contribute to how Rocketship Education (RSED) will serve African American students. The sections below highlight what we believe are the key areas that will help all students, but especially African American students, succeed from an early age and graduate from our schools with their sights set on college.

Please see "Rocketship Education is Poised to Ensure Academic Success with African American Student Populations" in section I for a comprehensive description and research into how Rocketship Education and its model is poised to serve a high demographic of African American students.

Curriculum and Direct Instruction

RSED has proven that individualized learning paired with direct instruction can greatly help address gaps in achievement like the ones mentioned above. Teachers at RSED are focused on all students attaining grade-level proficiency in literacy and math by second grade and achievement above grade level by the time they leave fifth grade. Curricula are aligned with national and state standards, and we have also established our own measurable outcomes and interim assessments to ensure that our schools exceed the average achievement of schools in the same geographic area. One curriculum resource that has proven effective is Open Court, which each RSED school uses to provide high-caliber reading instruction. Every school mentioned in Lance Izumi's 2002 report on high-performing, high-poverty schools in California uses Open Court materials, including those serving large African American student populations. "It is common belief that Open Court improves the reading ability of students from low-income backgrounds. Furthermore, teachers cite that achievement in other subjects, such as math,

increases as students improve their reading abilities."[2] Open Court was also cited in the Los Angeles Unified School District's (LAUSD) 2001 Action Plan as part of expanding students' course of study so that African-American students have access to culturally relevant, contextual, standards-based curricula. The authors of the LAUSD plan recommended that schools embed specialized training for the learning needs of African American students into the district's core reading program (Open Court) as well as teacher and administrator professional development.[3]

EdSource cites in its 2008 report that African American students in particular have not improved as greatly as their classmates from other cultural backgrounds. While the root causes remain unclear, the state has made one policy response. In its new criteria for the adoption of K-8 Reading/Language Arts/English Language Development instructional materials, the state calls for the incorporation of instructional strategies aimed at improving the academic English language skills and literacy of English Language Learners (ELL) to also be available for African American students who are struggling readers and are learning standard academic English. In addition to culturally relevant, contextual, standards-based curricula and ongoing professional development, RSED is aware that some African American students who enter a Rocketship school will have similar needs as mentioned above. Current Rocketship schools use Project GLAD (Guided Language Acquisition Design) to arm teachers with strategies to provide additional instructional support to English Language (EL) students which has attributed to our success in serving English Language Learners. Our explicit English Language Development instructional practices focus on developing oral language, grammatical constructs and academic vocabulary in English. We see GLAD as another tool that will successfully help African American students read at or above grade level.

Rocketship also employs the McTighe and Wiggins Understanding by Design (UbD) to help design the science and social studies curriculum. UbD helps teachers meet state and local standards while designing a curriculum that is culturally relevant to the students in their classroom. Both the LAUSD[4] and California Charter School Association (CCSA)[5] have produced reports that cite that a culturally relevant curriculum is vital to the success of African American students. At Rocketship, for example, UbD allows a teacher at a predominantly African American school to design a social studies unit that places an emphasis on black history as a culturally relevant topic. We believe that this customized curriculum will personalize education for students in Washington D.C. We also recognize that as we continue to expand our schools, our curriculum will continue to evolve so that it is always culturally relevant to the student population in that particular community.

Professional Development

In December of 2008, the State of Washington produced a report that discusses the challenges and solutions of closing the African American achievement gap across their schools. Like the LAUSD plan, it cites that "overwhelmingly, superintendents see professional development as key to addressing the achievement gap. They currently provide opportunities for teachers to learn about cultural competency,

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[2] Izumi, Lance T. with Matt Cox and K. Gwynne Coburn, "They Have Overcome: High-poverty, High-performing Schools in California," *Pacific Research Institute (PRI)*, September 2002, p.48

[3] African American Student's Resolution Steering Committee, "An action plan for a culturally relevant education that benefits African American students and all other students: A Response to the African American Students' Resolution Approved by the Los Angeles Unified School District's Board of Education," *Los Angeles Unified School District (LAUSD)*, June 26, 2001 p. 22

[4] African American Student's Resolution Steering Committee, *Los Angeles Unified School District*, p. 22

[5] Toney, A., Brown-Olivieri, S., Robitaille, E., et al. (2011). *Chartering and Choice as an Achievement* Gap-Closing Reform: The Success of California Charter Schools in Promoting African American Achievement. Sacramento, CA: California Charter Schools Association, p. 52

issues of poverty, and best instructional practices to reach all students."[6] Rocketship teachers are constantly supported through ongoing professional development (over 300 hours a year) to ensure they deliver high-quality, contextual, and culturally relevant instruction to their students. Each school has an Academic Dean who serves as a mentor to teachers. The Academic Dean coaches teachers in real-time in the teacher's classroom and meets with them on a weekly basis to ensure that their own professional growth plans and student achievement goals are progressing. Teachers work with their Academic Dean to establish yearlong and monthly goals for their classrooms that are monitored throughout the year with ongoing assessment. Successful teachers result in successful classrooms. On average, each RSED classroom has advanced 30% more than normal for their peers.

Professional development not only aids teachers in improving their instructional practice, but it is a critical component of student success. The California Charter Schools Association (CCSA) believes so as well. In their 2011 report[7] on promoting African American achievement, they identified 11 strategies of successful schools that were effective for African American students. Number four was "results-focused instructional practices," and this is the main component of our professional development program. The CCSA report said successful professional development for serving African American students included:

> The school leader and teachers set goals for instruction for the year and monitored progress over the school year through data use to make sure those goals were being met. Instructors sought to fine-tune their instruction according to students' needs, differentiating instruction and providing intervention. Teachers took their time to explain concepts to students. Continual feedback was given to students and parents.[8]

It is exactly this fine-tuning of instruction and continual feedback on which RSED teachers pride themselves. Individualized instruction is a key to any student's success, including African American students.

Individualization

Teachers at Rocketship use two key tools to implement individualized education: online instruction and Response to Intervention (RtI). Our blended learning model allows students to review concepts on their own level, at their own pace, while computers continually collect student performance data. The high-performing Ernest C. Reems Charter School in Oakland, where in 2003-04, 79 percent of the students were African American, said that their computer room allowed students increased access to technology and individual learning paths. Students worked at their own pace and whenever they reach 70 percent or above on the assessment, the program moves them to the next level. This program was especially helpful for those students reading below grade level. Principal Blair noted, "We found that if you're not understanding the language and you're not reading well, then you're not going to do well in your [other] classes."[9] SRI International recently evaluated one of the many programs that we use in our blended

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[6] HB2722 Advisory Committee, "A Plan to Close the Achievement Gap for African American Students", *Office of Superintendent of Public Instruction, State of Washington*, December 2008, p. 20

[7] Toney, A., Brown-Olivieri, S., Robitaille, E., et al. (2011). *Chartering and Choice as an Achievement* Gap-Closing Reform: The Success of California Charter Schools in Promoting African American Achievement. Sacramento, CA: California Charter Schools Association.

[8] Toney, A., Brown-Olivieri, S., Robitaille, E., et al. (2011). 11 Best Practices Confirmed by Case Studies, *Chartering and Choice as an Achievement Gap-Closing Reform Report*, Sacramento, CA: California Charter Schools Association. http://www.calcharters.org/2011/10/11-best-practices-confirmed-by-case-studies.html

[9] Izumi, Lance T. and Xiaochin Clair Yan, *Free to Learn: Lessons from Model Charter Schools*, San Francisco: Pacific Research Institute, 2005. Book. p.63

learning model. Their evaluation,[10] strongly suggests that using programs like these improve students' comprehensive learning and puts Rocketship on the cutting edge of technology and education integration.

When an area of need is identified, Rocketship employs the second tool in providing an individualized instructional experience for all students, Response to Intervention (RtI). RtI is a key differentiator in the success of African American students. The African American Advisory Committee (AAAC) in its January 2011 report recommended that the California State Board of Education (SBE):

> Develop and disseminate guidance documents, planning and implementation tools, and Response to Instruction and Intervention (RtI) professional development modules for teachers and principals to assist school districts and schools to appropriately, effectively, and fully implement an RtI model.[11]

Response to Intervention is an essential component of the RSED model; therefore Academic Deans regularly integrate guidance and tools for improving and integrating RtI into teacher professional development sessions. At RSED, RtI takes the form of small groups of students working with tutors and one-on-one study sessions. For students who are not making adequate progress through RtI, teachers create an Individualized Learning Plan (ILP) (RSED charter pages 12, 24, 29-32) that outlines goals and methods of intervention that can be used in the classroom and during pullout sessions.

The goal of Our blended learning model and RtI is to identify students who need the most assistance and intervene so that they do not fall behind and are able to succeed at every level. While these tools have proven successful in increasing academic performance for all students, current research suggests that they will be particularly advantageous to African American students. Approximately 90 percent of RSED's lowest-performing students in reading move out of the bottom levels within the school year and 60 percent of RSED's lowest performing students achieve grade-level proficiency within a single school year. Much of this growth can be attributed to the individualized learning time that all students receive.

Assessment

Continual assessment is a necessary practice of any high-achieving school. At Bennett-Kew Elementary School, a high-performing school with a 45 percent African American student population, Principal Nancy Ichinaga's views on assessment are in-line with those of Rocketship: "You don't wait until the end of the year to say that this kid can't read."[12] The majority of principals in Izumi's PRI report use assessment on a regular basis and state that it greatly helps students and teachers achieve their goals. At Kelso Elementary School, a high-performing school with 38 percent African American students, Principal Jane Moore says that "assessments are so important" and the school tests frequently in order for teachers to modify their instruction to meet student needs. She uses the test results as a diagnostic tool to discover student weaknesses, such as reading difficulties, and then incorporates them into classroom instruction and remediation activities that promote increased student achievement.[13]

We believe that ongoing assessment is a key component of the Rocketship Public Schooi Model and implementation of RtI. Through the processes mentioned above, RtI allows teachers and school leaders

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[10] Wang, Haiwen and Katrina Woodworth, *Evalutation of Rocketship Education's Use of Dreambox Learning's Online Mathematics Program*, Menlo Park, Center for Educational Policy, SRI International, embargoed until August 2, 2011. p.11

[11] African American Advisory Committee, "Recommendations to the State Board of Education", Sacramento: California State Board of Education, January 12-14, 2011. p. 14

[12] Izumi, Lance T. with Matt Cox and K. Gwynne Coburn, p.11

[13] Izumi, Lance T. with Matt Cox and K. Gwynne Coburn, p.23

to keep a watchful eye on student progress. All students attending Rocketship schools are assessed every eight weeks to make sure that they are meeting standards and school-wide academic expectations. RSED has created an environment in which teachers are encouraged to identify areas of need early and a place where students feel comfortable asking for more help. This work culminates in 'Data Days' every eight weeks where teachers and school leaders come together to analyze the data from the interim assessments, design plans to subsequently modify classroom instruction as necessary, and revisit and revise individualized learning plans for students. Online learning programs challenge students and give them additional opportunities to practice concepts. Individualize Learning tutors and computers collect constant and consistent assessment data, allowing teachers to identify potential learning challenges before they become larger issues. Should a specific learning issue be identified after the student is provided specific interventions aimed at helping that student succeed, RSED teachers support students and families through our Integrated Services Delivery program (special education).

Special Education

The over-identification of African-American students in special education programs is a widely acknowledged problem in nation-wide, and California is no exception. In 2009, the special education enrollment rate among African Americans in California was 46 percent higher than the state average,[14] while among Asians it was 44 percent lower than the state average.[15] In the AAAC's report,[16] it is noted that:

> California schools use the discrepancy model to determine eligibility under the specific learning disability (SLD) category. Students are identified for special education services under the SLD category by comparing the difference between their academic achievements and assessed intellectual ability. There are two problems with this discrepancy model: 1) African American students are disproportionally identified for placement in special education and 2) African American students are disproportionally identified within special education placement in certain special education disability categories including emotional disturbance (ED), SLD, and speech or language impairment (SLI). Most alarming, is the fact that the longer these students are in school, the more likely they are to be labeled as ED.

EdSource[17] cites that according to the CDE, African American students were 11.4 percent of California's special education enrollment in 2006-2007 compared with 7.6 percent of overall students. And, supporting previous statements, the disproportionality only gets worse as they get older. For example, African American students made up 7.7 percent of 5-year-olds enrolled in special education, but 15.1 percent of 17 year-olds. And they are especially over-represented in the ED category.

The Rocketship Public School Model directly addresses the problem of over-identification of African American students in special education programs. Through all of the channels mentioned in prior sections, teachers and staff work to create a culture where all staff embraces all students so that all African-American Rocketeers receive the care and attention they need to be successful in school. Students are assessed in reading, writing and math within the first six weeks of school, and every two

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[14] Public Policy Institute of California. "Just the Facts: Special Education in California". *Public Policy Institute of California*, March 2009. San Francisco, CA. p.1

[15] Lipscomb, Stephen. "Students with Disabilities and California's Special Education Program". *Public Policy Institute of California*, January 2009.

[16] African American Advisory Committee, p.10

[17] Rosin Ph.D., Matthew and Kathy Wilson, "Raising African American Student Achievement: California Goals, Local Outcomes", *EdSource Report*, May 2008. p.13

months thereafter. As previously stated, bi-monthly formative assessments help identify at-risk students, Individualized Learning Plans (ILPs) present solutions and chart progress, and RtI is then used for students not making adequate progress. This three-tiered system ensures that students do not fall behind. It also ensures that students who are merely behind academically are not automatically labeled as special education without being provided proper monitoring and strategic interventions first.

From the AAAC report:

> On November 14, 2008, the CDE issued a letter on RtI stating that the data gain during the implementation of an effective RtI system can be part of the process to identify students with learning disabilities. The CDE noted that research evidenced that implementation of RtI in general education reduced the disproportionate representation of certain groups of students identified as needing special education services. RtI must be seen as a preventative resource to be used by general education. However RtI has been implemented far too loosely as just another proforma step before referring struggling African American students to special education.[18]

In line with what the AAAC report suggests, RSED uses RtI not just to identify special education students, but also to identify general education students for higher levels of support so that they are not erroneously identified as special education candidates.

When RtI is not effective, students are referred to the Individualized Education Program Team (IEP) for proper evaluation based on appropriate and nondiscriminatory assessment tools noted in student evaluation plans. RSED employs special education teachers who are technical experts and case managers, and hires paraprofessionals when necessary. Social skills groups or psychologists are provided for students who need additional social and emotional support. We are poised and ready to implement additional programs or utilize additional mental health professionals, should it be needed in the communities we serve. For more on RSED special education practices please see section A.3. below.

<u>African American Male Achievement</u>

In November 2010, The Council for Great Schools released a report highlighting the shocking achievement gap that plagues African American males. It states that by fourth grade only 12 percent of African American male students read at or above grade level, while 38 percent of Caucasian males do. By eighth grade it falls to just 9 percent for African American males, 33 percent for Caucasians. African American male students are almost twice as likely as Caucasian males to drop out of school and in some large American cities the dropout rate is around 50 percent.[19] The achievement gap for these young men is so great that numerous other articles[20] have been written citing similar facts. EdSource also states that African American females are more likely to take the SATs than their male counterparts.[21] And the AAAC report sites that African American males are twice as likely as African American females to be labeled as special education.[22] However disturbing these facts are, we believe that several of our best practices including a high-expectations culture, a caring environment, and individualized learning—will increase student achievement of African American male students at RSED.

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[18] African American Advisory Committee, p.16

[19] Whitaker, Bill. "Shocking School Achievement Gap for Black Males". November 10, 2010. http://www.cbsnews.com/stories/2010/11/09/eveningnews/main7038804.shtml

[20] Trip, Gabriel. "Proficiency of Black Students Is Found to Be Far Lower Than Expected," *New York Times*, http://www.nytimes.com/2010/11/09/education/09gap.html, November 9, 2010

[21] Rosin Ph.D., Matthew and Kathy Wilson, p.12

[22] African American Advisory Committee, p.9

The AAAC report states that implementing an RtI program offers a way to eliminate achievement gaps through a school-wide process that provides assistance to every student, both high-achieving and struggling learners. Therefore, properly implemented RtI would be a valuable resource to prevent struggling African American students, especially males, from entering the special education path.[23] RSED views properly implemented RtI as one of the critical models to employ to ensure that students are successful.

James Earl Davis of Temple University said, "To ensure academic success for African American boys, curriculum improvement, instruction, and support for teachers should begin in pre-school and earlier before boys begin to underachieve. It is clear that program interventions are less effective if they are implemented after boys have fallen too far behind."[24] As stated previously above, Rocketship is dedicated to ensuring that all students achieve state standards, and adapts learning for all students, which will help African American boys thrive in our schools. Moreover, Davis' statement is at the foundation of our work at Rocketship and the rationale for our schools focusing on the elementary years of instruction. Our teachers have a strong support system in place to help our Rocketeers achieve their goals and we are intent on ensuring that all students are at grade level at a very early stage in their education. Finally, we pride ourselves on the numerous professional development opportunities they have available (see section A.4) Davis discusses intervention as necessary early on, and that is why RSED assesses our students within the first 8 weeks of them entering Rocketship and consistently throughout their academic experience at Rocketship.

In his 2008 report discussing African American male achievement, Ivory Toldson explored many social, emotional, family, environmental, and educational factors that contribute to African American male achievement. He said, "Overall the findings indicate that high-achieving black male students tend to have a more positive perception of school, more congenial relationships with their teachers, and perceive school as a safe environment."[25] RSED works incredibly hard to ensure that students feel safe and that our schools are nurturing, joyful learning environments. At RSED, an education in the 21st century includes life skills such as positive self-image, relationship skills, and a commitment to taking one's education seriously. Our students are excited to be Rocketeers because they are challenged to be successful, encouraged and praised by their teachers, surrounded by positive social and cultural models that help them achieve their goals, and because they form healthy relationships with their teachers and classmates.

Rocketship Culture

"I tell my teachers that our students must learn because they are capable. Everyone is capable. All you have to do is find a flame and light it."
- Lisa Blair, Principal of Ernest C. Reems Charter School, Oakland, CA where in 2003-4 79 percent of her students were African American[26]

At Rocketship we believe that each Rocketeer is capable of attaining significant academic gains, which consists of students making 1.5 years of academic progress in a single school year. By setting the bar

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[23] African American Advisory Committee, p.10
[24] Davis, James E. of Temple University "Early Schooling and Academic Achievement of African American Males," Urban Education, Vol. 38 No. 5, Corwin Press, Inc. September 2003
[25] Toldson, Ivory A. Breaking Barriers: Plotting the Path to Academic Success for School Age African American Males. Washington, D.C.: Congressional Black Caucus Foundation, Inc. (2008). p.47
[26] Izumi, Lance T. and Xiaochin Clair Yan, p.62

high, we foster a culture of achievement in which students are expected to be at grade level by second grade and graduate fifth grade at or above grade level. We find their flame and light it.

The majority of principals interviewed for Izumi's report agreed that higher student achievement translated into higher self-esteem, which resulted in fewer disciplinary problems. Principal Blair goes on to talk about when she got to know her students' parents, many had problems and issues of their own: dropping out of schools, drugs or alcohol, a family member in jail or murdered. And their children came to school with a lot of behavioral problems. Rocketship is aware that in low-income areas, such as Ward 7 and 8 of Washington D.C., students are subjected to additional stressors[27] to which children in higher income areas simply are not. RSDC staff and teachers will work extremely hard to provide a joyful, nurturing environment for kids to learn. Moreover, each campus implements a Positive Behavior Intervention System as a means to ensure that students are in an environment that is positive, but also highly structured and predictable.

The CCSA report cites that high-achieving African American schools have a strong school culture that is explicitly built and reinforced at the start of each school year.[28] In order to reinforce and maintain a strong school culture, our students begin each morning with the Rocketship Launch where students say the Rocketship Creed and celebrate accomplishments that highlight the school's culture of achievement. Throughout the day students are reminded of the Rocketship core values, which are based on Dough Lemov's theories.[29] These are made up of effective classroom management strategies, student engagement, off-task student redirection, reinforcing high standards and preparation of students for success in college. At Rocketship, students are praised when they do something right, and asked to remember their core values when they make a mistake. Should their behavior stray from the core values, Rocketship employs the behavior management system of Lee Canter in order to redirect off-task students. A caring, achievement-focused school culture like the one we have at Rocketship will foster the academic success of African American students.

Community Involvement

Community involvement is among the most important components of creating a successful school environment with African American students and families. Through conversations with members of the AAAC and authors of the research mentioned throughout this paper, it has been stated over and over that establishing a trusting relationship with the community that surrounds the students and school is essential to a school's success. The majority of principals of high-performing schools in Izumi's report[30] mention parent involvement as a contributor to their success. Specific examples include parents being actively involved and visiting classrooms, 80 percent or higher parent attendance at Back-to-School Nights, or parents supporting the teachers' or school leaders' decisions when a behavior issue arises. Principal Blair worked hard to get to know the parents of her students and found that they were disconnected and angry. She made a concerted effort to get to know her families on a personal level, hired school counselors to work with students, and used everyday instances to build trust with her students' parents. "We've developed a family here. It's an important factor in the academic achievement that we're making."[31]

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[27] Toldson, Ivory A., p.10

[28] Toney, A., Brown-Olivieri, S., Robitaille, E., et al. (2011)

[29] Lemov, Doug. Teach Like a Champion: 49 Techniques that Put Students on the Path to College, Jossey-Bass; 1 edition (April 5, 2010)

[30] Izumi, Lance T. with Matt Cox and K. Gwynne Coburn

[31] Izumi, Lance T. and Xiaochin Clair Yan, p.60

Rocketship knows that parent and community involvement is one of the foundations of its successful schools. Highly involved parents are crucial to the success of their children. Consequently, Rocketship focuses a tremendous amount of energy and resources in community and family engagement. For example, RSED staff conducts a home visit with every family during the first half of the year to foster our unique family-centered culture. Moreover, during summer professional development, all staff attends and participates in trainings that focus on community and family engagement along with an 'immersion' program where the teachers become much more intimate and familiar with their school's neighborhoods and the strengths of the community. Similarly, we have multiple opportunities for parents to participate in the school community, which include community meetings; monthly meetings focused on governance, budget, and teacher selection, and parent-family meetings; monthly meetings during the evenings or weekends where families and schools visit local community resources and learning spaces. For the past four academic years, Rocketship schools have consistently realized over 70 percent of their families attending these meeting. Parents are also asked to volunteer a minimum of 30 hours a year, which provides opportunities to stay connected to the school community. In the 2010-11 school year, over 92 percent of Rocketship families realized their 30 hour commitment in volunteering and participating in the school community. Lastly, some strategies that RSED teachers and school leaders provide parents to increase involvement are: encourage their student to complete his or her homework well, attend school regularly, be alert, and reinforce Rocketeer values at home. We are confident that a continued focus on community and providing a wide array of activities like those above will help our African American families become highly invested in their school and their children's success.

The CCSA report cites parent engagement as one recommendation for a high-achieving African American school. Successful case study schools were ones where "parents were seen by the teachers and school leaders as partners in the African American student's education. Each school discussed the importance of unifying around the child's education and best interests as the strategy they used to engage with their parents and families."[32]

Rocketship looks forward to earning a positive reputation with the African American community in Washington D.C. We have spoken with PCSB board and other community members about what is needed to help serve African American students and we will continue to leverage those relationships as we work towards opening our school. We are working tirelessiy to ensure that the needs of African American Rocketeers will be met, not only through RSED standards, but also through the eyes of the larger community. We aspire to be deeply involved in the African American community in order to garner the support of parents and community members so that students are not only excited about their education, but keep their efforts focused on the path to and through college.

Conclusion

We are exceptionally proud of the work we do, our best practices in teaching, the students who attend our schools, and the communities that support us. In the 2011-12 school year, 90 percent of our students were socioeconomically disadvantaged. Yet, 59% of Rocketship students scored proficient or advanced in ELA on the 2011-2012 California State Test and 81% in math.

RSED has established a strong foundation in the kind of education we provide students. Yet we know that we can be even more successful. We want to make sure that wherever we open a school, we are sensitive to cultural and regional differences and that we adapt our model to fit that community. For

[32] Toney, A., Brown-Olivieri, S., Robitaille, E., et al. (2011)

instance, our UbD units and curriculum can be further revised to better fit African American students. We are also eager to examine what other social-emotional and parental support strategies would work best for the families of Wards 7 and 8 in Washington D.C. Rocketship recognizes that there is room to learn and grow within our model and we look forward to providing an ever-increasingly excellent education for all of the students we serve.

Rocketship is excited about the opportunity to become an integral part of the Washington D.C community and to serve African American students in larger numbers. Our school model was built on a foundation of educational best practices, which will have a significant impact on raising student achievement in African American communities. Through these best practices, Rocketship Education D.C. can address specific challenges facing African American students, and build a community around a school so that students can thrive from an early age and be poised for a lifetime of opportunity and success.

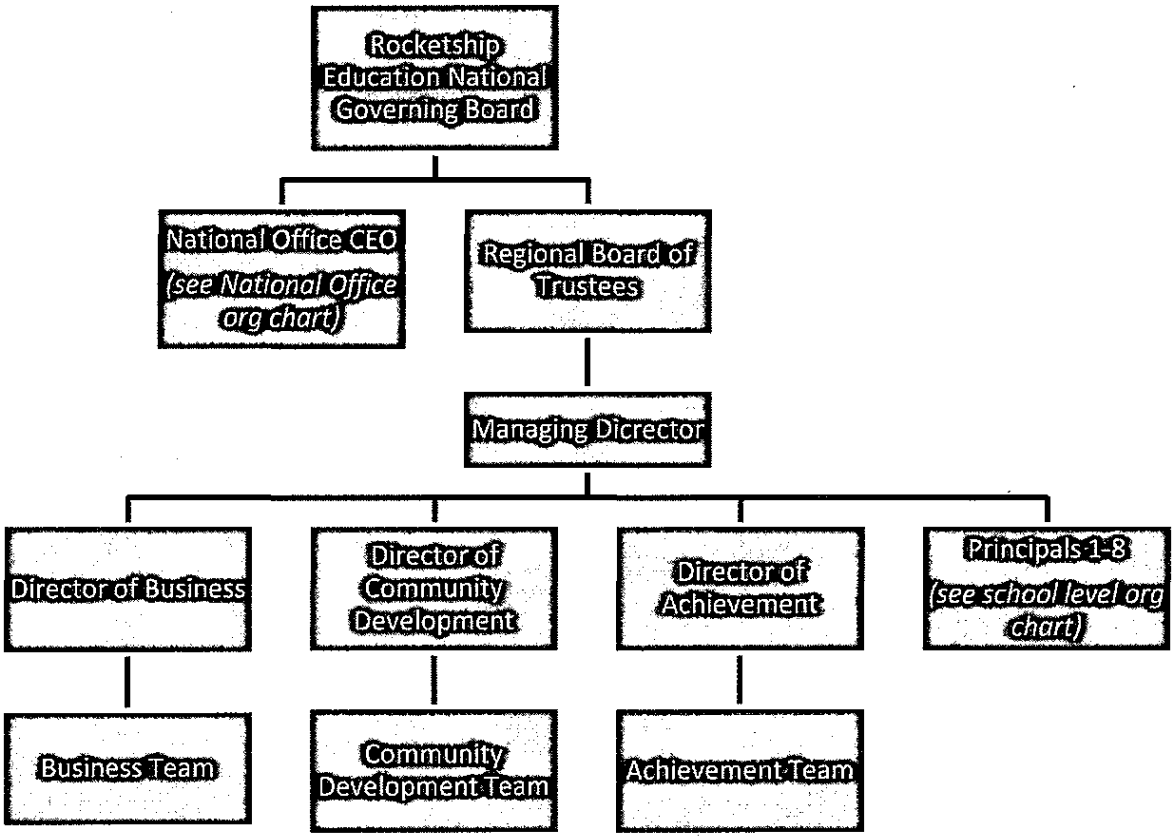
Annual Report

Rocketship Education has not yet begun to produce an annual report. (We have plans to begin producing this in FY 2013 and beyond). Instead, Rocketship has produced a document detailing the academic achievement of its students to serve in lieu of a more traditional annual report. A link to the report can be found below (Note: the data in the document is from the 2010-2011 school year)

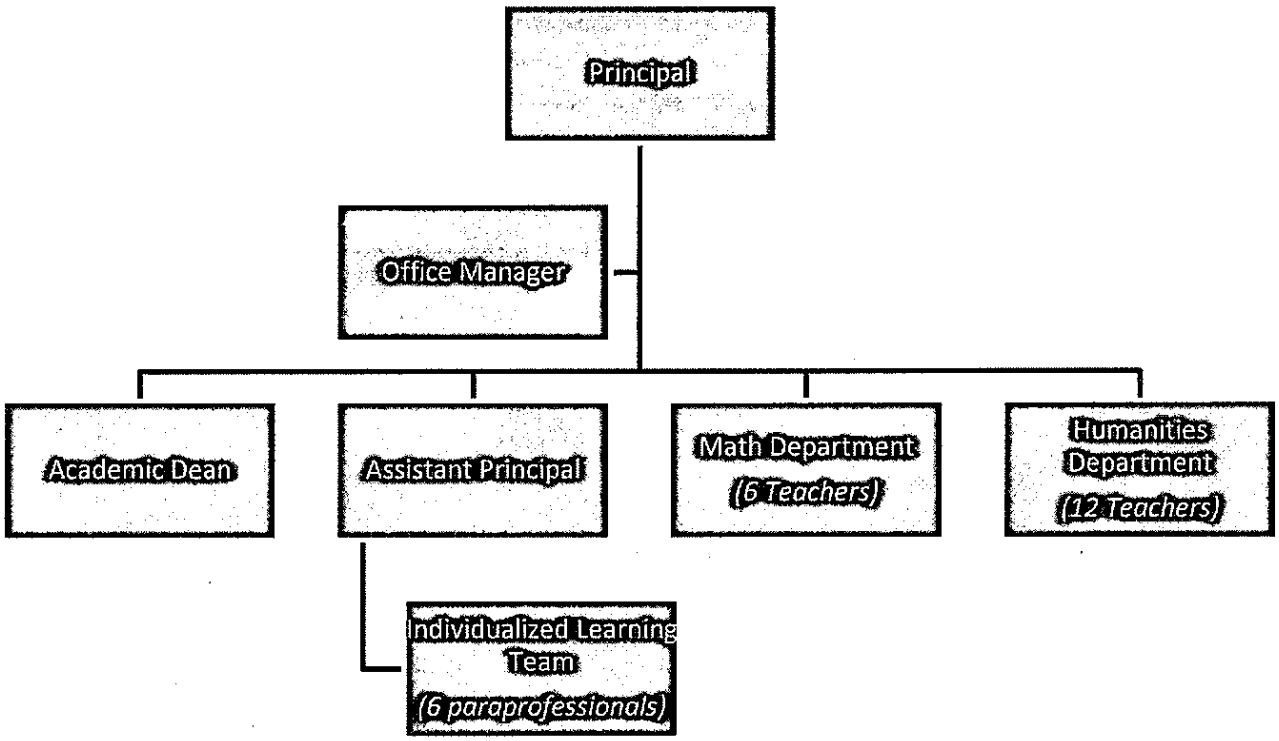
https://rsed.box.com/s/x058zaoy4gvczjiab4gi

Organizational Charts

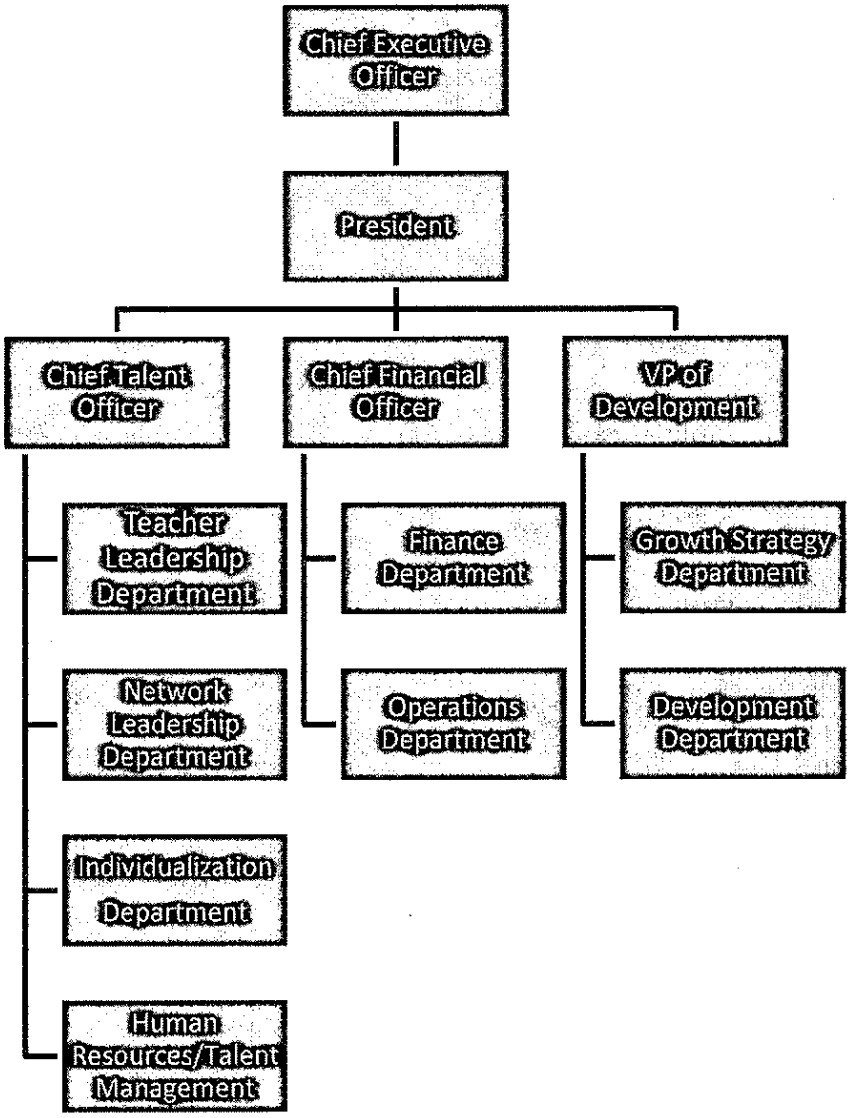
Rocketship Regional Organizational Chart



Rocketship School-Level Organizational Chart



Rocketship National Office Organizational Chart



Proposed School Calendar

Below is a link to Rocketship D.C.'s proposed school calendar for the 2015-16 school year. Because Rocketship D.C.'s first year of school is several years out, RSDC reserves the right to alter the calendar prior to the first school's opening.

https://rsed.box.com/s/sllie154xw6tbzcgya2l

Civil Liability and Insurance Letter

July 27, 2012

Washington D.C. Public Charter Schools Board
Attn: Executive Director

Re: Rocketship Education
Business Insurance

Dear Executive Director:

Let this document serve as notice that Archway Clayton Insurance Agency Inc, will be providing all property and casualty coverage's for the above referenced entity in Washington D.C., as per attached and required by state law.

We understand the minimum requirements to be as per attached below.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Robert Garza, President

Archway Clayton Insurance Agency Inc.

INSURANCE COVERAGE

A. Maintain insurance coverage, at levels deemed appropriate by the board of trustees, for the following policies.

– General liability (at least $1,000,000 per occurrence, $2,000,000 aggregate)

– Umbrella coverage (at least $3,000,000; $5,000,000 if providing transportation)

– Business & personal property (100% of replacement cost)

– Auto/bus liability (at least $1,000,000)

– Boiler and machinery insurance, if applicable (at least $1,000,000)

– Computer equipment

– Workers' compensation (as required by law)

– Personal injury liability

– Directors and Officers liability (at least $1,000,000)

– Educators legal liability (at least $1,000,000)

– Fidelity Bond

B. Require proof of adequate insurance coverage from all prospective contractors, as deemed applicable by the board of trustees.

C. Keep insurance certificates on file. Files will be monitored by the PCSB during the annual Compliance Review

J. Curriculum Sample

Description of the Standards
The RSDC curriculum follows Common Core State Standards for the subject areas of: English/Language Arts (includes Writing) and Mathematics. Alignment to any additional state standards will be ensured prior to the first school opening. The curriculum follows state standards for Science, Social Studies, Art and Music. We place most of our emphasis on the subjects of Humanities and Math/Science for our students. Our primary educational goal is to ensure grade-level proficiency in Literacy and Math by second grade and achievement above grade level by the time students leave RSDC in fifth grade. Students will also take Science, Social Studies, and Arts at all grade levels to broaden their understanding of the world and to create avenues to exercise different facets of their intelligence. The curriculum at RSDC is aligned with Common Core State Standards with the goal that students will not only achieve the objectives specified in the charter but will also master the academic content standards in core curriculum areas as adopted by the D.C Public Charter School Board. Teachers will be encouraged to assist their students in exceeding minimum standards.

Sequence and pacing guide and description of the related content / objectives
Rocketship D.C. will provide detailed scope and sequence maps for both Humanities and Math/Science teachers. Due to the length and detail of these guides they may be accessed by using the link below.

https://rsed.box.com/s/sgzzfl6aug45r7hgee60

Instructional Materials and Textbooks
Below is a listing of proposed textbooks that will be used at Rocketship D.C. schools. RSDC reserves the right to change textbooks or add additional textbooks in order to further enhance its academic program.

Humanities Textbooks
Grades K-5:

- *Imagine It!*, Multiple authors, Published by McGraw Hill School Education Group, ©2007
- *6 + 1 Traits of Writing : The Complete Guide for Primary Grades*, written by Ruth Cuham, Published by Scholastic, ©2009

Grades 3-5:

- *Units of Study for Teaching Reading*, Lucy Calkins, Published by Heinemann, ©2012

Math/Science Textbooks
Grades K-5:

- *GO Math!*, Multiple authors, Published by Houghton Mifflin Harcourt, ©2011
- *Elementary and Middle School Mathematics*, John Van de Walle, Published by Allyn and Bacon, ©2006

Formative/ summative assessments
Please see "Rocketship Assessments" above in section A.2 for detailed description of Rocketship's formative and summative assessments.

Discreet skills or concepts required prior to this learning
As an elementary school, Rocketship D.C. does not presume students will enter the school with discreet skills or concepts. Indeed, there will be no required pre-requisite skills and RSDC predicts that many of its students will come to the school several years behind grade level. As detailed throughout the Educational Plan, RSDC is prepared to serve all these at-risk students and graduate them at or above grade-level by the time they leave the school.

Timeline for further Curriculum Development
One of the responsibilities of the Director of Regional Achievement in Year 0 will be to fully develop and prepare the RSDC curriculum prior the first school's opening. The table below details the timeline for curriculum development.

Feb. 2014	New D.C. region (RSDC) green-lit by Rocketship National Board
Mar. 2014	Rocketship Education's National Office develops orientation scope and sequence for acculturation to Rocketship Education, roles and responsibilities, reporting structure, tools, and systems for Rocketship D.C. Regional Dir. of Achievement
July. 2014	RSDC Regional Dir. of Achievement hired
Aug. 2014	RSDC Dir. of Achievement onboards and trains at Rocketship Bay Area with National Office and Bay Area Regional Support Office
Sep. 2014	Create implementation plan for Common Core scope and sequence
Oct. 2014	Create teacher recruitment plan and timeline
Oct. 2014	Rocketship National provides training on recruitment and interview best practices
Nov. 2014	Foster relationship with local Teach for America and other Illinois teacher pipelines
Dec. 2014	Teacher recruitment begins
Jan. 2015	Develop Guidelines for Instructional Calendar and Template
Feb. 2015	School's Assistant Principal and Academic Dean identified/hired
Feb. 2015	Create guidelines for Social Studies and Science scope and sequence and sequence deliverables
Feb. 2015	Create Instructional Calendar based on Rocketship's National Guidelines

Feb. 2015	Research state-specific mandatory standardized testing, protocols, and integrate into Rocketship National's existing Assessment Calendar
Mar. 2015	Further research into D.C. Special Education regulations and processes
Mar. 2015	Create guidelines for D.C.-specific curricular materials
Mar. 2015	Research D.C. nuances in Common Core Standards, create micro-objectives for these state-specific standards and place with Rocketship's National Scope and Sequence Map
Mar. 2015	Outline expectations for use of curricula
Apr. 2015	Create Response-to-Intervention calendar guidelines and template
Apr. 2015	Submit D.C.-specific procurement list of curricular tools for vetting
Apr. 2015	Research Science and Social Studies standards and develop scope and sequence
May 2015	Teacher hiring completed
May 2015	Further develop RSDC Special Education policies and procedures plan
May 2015	Procure curricular tools
May 2015	Further develop RSDC Response-to-Intervention Calendar
June 2015	Further develop RSDC Assessment Calendar Guideline and Template
July 2015	Refine RSDC Bell Schedule
July 2015	Create and execute School Leadership Launch Professional Development/Orientation Plan (Assistant Principal/Academic Dean report to D.C.)
July 2015	Create summer Professional Development Plan
July 2015	Execute Teacher and Support Staff Professional Development

Appendix 2.1

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this "**Agreement**") is effective as of July 1, 2016 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD ("**PCSB**") and ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the "**School Corporation**").

RECITALS

WHEREAS, pursuant to the Congressionally-enacted District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the "**Act**"), PCSB has authority to charter, monitor, oversee, and amend, renew and/or revoke charters of School Corporations in a manner consistent with the letter and intent of the Act;

WHEREAS, pursuant to §38-1802.03 of the Act, PCSB has the authority to approve petitions to establish public charter schools in the District of Columbia;

WHEREAS, the School Corporation submitted a petition in accordance with §38-1802.02 of the Act to establish a public charter school (the "**Petition**");

WHEREAS, PCSB has determined (i) that the Petition satisfies the requirements set forth in Subchapter II of the Act; and (ii) approved the Petition subject to the execution of this Agreement by PCSB and the School Corporation;

WHEREAS, §38-1802.04(c)(3)(A) of the Act gives broad decision-making authority over school operations to the board of trustees of the School Corporation ("**Board of Trustees**"), including exclusive control over administration, expenditures, personnel, and instruction methods; and

WHEREAS, PCSB and the School Corporation seek to foster a cooperative and responsive relationship;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the parties agree as follows:

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Charter. The School Corporation shall establish a public charter school, with up to eight campuses (the "**School**"), in the District of Columbia and shall operate such School in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement shall constitute the School Corporation's charter (the "**Charter**") and shall be binding on the School Corporation, the School, and PCSB. (A "Campus" has a distinct grade-span, such as early childhood, elementary, middle, or high school, or a combination of the above. Accordingly, a multi-campus school may operate multiple campuses that each offers the same grade span in different facilities or operate different but distinct grade spans, whether in the same or different facilities.)

A. Pursuant to § 38-1802.03(h)(2) of the Act, the following sections of the Petition are specifically included as part of the School's Charter and attached hereto:

(i) The School's statement regarding the mission and goals of the School and the manner in which the school will conduct any district-wide assessments [Sections 2.1 and 2.3 below];

(ii) Proposed Rules and Policies for Governance and Operation of School Corporation [**Attachment A**];

(iii) Articles of Incorporation and Bylaws [**Attachment B**];

(iv) Procedures to Ensure Health and Safety of Students and Employees [**Attachment C**];

(v) Assurance to Seek, Obtain, and Maintain Accreditation [**Attachment D**]; and

(vi) Relationship Between School and Employees [**Attachment E**].

The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall not be required to provide PCSB a petition for a charter revision for any proposed changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

1.2 Effective Date and Term. The Charter shall commence on the effective date of this Agreement and shall continue for a term of fifteen years unless renewed, revoked, or terminated in accordance with Sections §§38-1802.12 and 1802.13 of the Act and Section 9 below of this Agreement, provided that the School Corporation submit to PCSB any and all agreements relating to management services and licensing that it has or intends to enter into on or before March 1, 2015.

SECTION 2. EDUCATIONAL PROGRAM

2.1 Mission Statement. The School Corporation shall operate the School in accordance with its mission statement: Rocketship Education D.C. will eliminate the achievement gap by graduating our students at or above grade level in Language Arts and Math.

A. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the School's mission.

2.2 Age-Grade. Pursuant to §38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in ages/grades Kindergarten through Fifth Grade, or subsets of these ages/grades. In each of the succeeding four (4) Academic Years, the School may provide instruction to students in accordance with Schedule I. "**Academic Year**" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.

A. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act in order to instruct students in any other age/grade.

2.3 Goals and Academic Achievement Expectations. The School Corporation has selected as its goals and academic achievement expectations for its kindergarten through second grade programming the indicators included in the early childhood Performance Management Framework, and has selected for its third through fifth grades the indicators in the Elementary and Middle School Performance Management Framework (each, a "PMF" and collectively, the "PMFs").

(i) Accordingly, changes to any PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights will automatically become part of the measurement of the school's academic achievement expectations. However, if changes other than those listed above are made to any PMF that the School Corporation elects not to accept, the School Corporation shall provide PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10).

(ii) If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section.

B. Standard for charter review and renewal.

(i) For each school year, starting in the 2013-14 school year, and until PCSB determines the performance standards for the Early Childhood PMF tiers, each measure within the Early Childhood PMF will be considered an individual charter goal. The School Corporation will be considered to have met each goal if it meets or exceeds the threshold for each individual measure, as detailed in the table below.

Domain	Early Childhood Goals
Kindergarten – Grade 2 Literacy	60% of kindergarten-second grade students will either (1) meet or exceed the college readiness target (K: 149-Read; 1st: 166-Read; 2nd : 179-Read) OR (2) meet or exceed typical growth on the reading portion of the NWEA MAP assessment, as designated by the publisher.
Kindergarten – Grade 2 Math	60% of kindergarten-second grade students will either (1) meet or exceed the college readiness target (K: 149-Math; 1st: 164-Math; 2nd: 177-Math) OR (2) meet or exceed typical growth on the reading portion of the NWEA MAP assessment, as designated by the publisher.

After PCSB establishes EC PMF tiers, for purposes of reviews and renewals, the school will be considered to have met its goals and academic expectations if it meets performance standards to be set by the PCSB Board.

(ii) Elementary/Middle School Goals and Expectations. The school's elementary/middle school program (third through fifth grade) will be deemed to have met its goals and academic expectations if:

- At its fifth--year charter review, the School Corporation earns at least 40% of the possible PMF points in at least two of the most recent three years in operation.
- At its tenth-year charter review, the School Corporation earns at least 50% of the possible PMF points in two of the most recent three years and not under 45% in any of the past five.
- At its charter renewal, the School Corporation earns at least 55% of the possible PMF points in two of the previous three years and not under 45% for any of the past five years.

C. If any of the above targets are not met, PCSB may, at its discretion, determine the campus to have met its goals and academic achievement expectations if it has demonstrated consistent improvement over the course of the most recent five-year period. The School Corporation shall conduct district-wide assessments for its students and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

D. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by PCSB, or the manner in which the School will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

2.4 Curriculum. The School Corporation shall have exclusive control over its instructional methods, consistent with §38-1802.04(c)(3)(a) of the Act, but the School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any material change in the curriculum that results in a material change in the School's mission or goals no later than April 1 prior to the Academic Year in which the modified curriculum will take effect. The School Corporation shall provide PCSB with any materials requested by PCSB in connection with the petition for charter revision. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

2.5 Students with Disabilities. The School Corporation shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*), the Americans with Disabilities Act of

1990 (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), and any other federal requirements concerning the education of students with disabilities.

A. Pursuant to § 38-1802.10(c) of the Act, the School Corporation shall elect to be treated as a local educational agency (**"LEA"**) or a District of Columbia Public School for the purpose of providing services to students with disabilities. The School Corporation has elected to be treated as an LEA. In the event that the School Corporation decides to change its LEA status, it shall notify PCSB of its election in writing at least thirty days prior to the first day of the Academic Year.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location. The School's first campus shall be located at 2335 Raynolds Place SE, Washington, D.C. 20020 (the "**School Property**"). PCSB reserves the right to delay or prohibit the School's opening until the School Corporation has satisfied each of the pre-opening items listed in Attachment F at least one month prior to the first day of the School's first Academic Year. A copy of the information submitted to PCSB pursuant to Attachment F shall be kept on file at the School.

A. In its first Academic Year of operation, the School Corporation shall operate one campus and is permitted to open a second campus the year after its first Academic Year. Thereafter, beginning at the second anniversary of the first campus opening, the School Corporation shall be authorized to open and operate one additional campus at a different location for grades kindergarten through fifth per year, up to a maximum authorization of eight campuses, provided that in each year such increments are authorized, the School Corporation is meeting the following conditions:

(i) All previously authorized campuses have opened;

(ii) All operating DC campuses that have elementary school programs earn at least a 65%, or its equivalent, on the Elementary PMF on the Performance Management Framework (PMF) for the most recent year of reporting;

(iii) All operating DC campuses have early learning programs that are the equivalent of Tier 1 status on the forthcoming Early Childhood PMF for the most recent year of reporting; and

(iv) There have been no material violations of the law and neither the school nor any of its campuses are under charter warning status by PCSB.

B. The School Corporation shall submit to PCSB for its approval the proposed location of additional campuses by April 1 prior to the Academic Year in which the additional campus will open. PCSB shall approve or deny the proposed location within 90 days of the School Corporation's submitted proposal. PCSB reserves the right to delay or prohibit the School's opening of each additional campus until the School Corporation has satisfied each of the pre-opening items listed in Attachment F at least one month prior to the first day of school at the additional facility.

C. If the School Corporation wishes to make changes to the provisions of Section 3.1(B), above, it may submit a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by PCSB in the Petition. PCSB shall approve or deny the request within 90 days of the date of its submission.

D. The School's first campus shall not operate at a location(s) other than the School Property or other locations listed in 3.1A unless the School Corporation provides a written request for approval to PCSB at least three months prior to its intended relocation. PCSB reserves the right to delay or prohibit the School's opening at any new property until the School Corporation has satisfied the pre-opening requirements listed in Attachment F at least one month prior to the first day of the School's operation at the new School Property. Nothing in this Section 3.1 shall require the School to seek approval for a change of mailing address provided that the physical location of the School Property remains the same.

3.2 Enrollment. Enrollment in the School shall be open to all students of ages or in grades as set forth in Section 2.2 above who are residents of the District of Columbia. Students who are not residents of the District of Columbia may be enrolled at the School to the extent permitted by §38-1802.06 of the Act. The School Corporation shall determine whether each student resides in the District of Columbia according to guidelines established by the D.C. Office of the State Superintendent of Education (**"OSSE"**).

A. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in Attachment G and in accordance with the requirements of the Act. The random selection process shall include an annual deadline for enrollment applications that is fair and set in advance of the deadline; and a process for selecting students for each Academic Year if applications submitted by the deadline exceed available spaces, and if spaces become available after the beginning of the Academic Year. The School Corporation has submitted a description of its current random selection process to PCSB (see Attachment G) and shall provide notice to PCSB if there are material changes made to the current random selection process. The School Corporation shall provide PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider any comments of PCSB staff, and its agents in connection with the proposed changes.

B. The School shall maintain an enrollment of no more than 650 students in the first Academic Year and no more than 5200 students, across eight campuses, in subsequent Academic Years substantially in accordance with Schedule I. The School Corporation shall provide PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three (3) months before the requested change date with evidence that the School Property has sufficient capacity to accommodate the increased enrollment, and the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase; a revised Schedule I; and such other items as PCSB may request.

3.3 Disciplinary Policies. The School Corporation shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension and

expulsion of students, and shall provide a copy of those policies and procedures to students and parents within the first ten (10) days of the beginning of the school year, and provide a copy to PCSB as part of the annual compliance reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. The School Corporation agrees to provide PCSB with 60 days written notice prior to the adoption of any material change to its Discipline Policies. A copy of the School Corporation's current Discipline Policies (See Attachment H) has been submitted to PCSB.

A. Pursuant to PCSB's Attendance and Discipline Data Policy, the School Corporation shall track suspensions and expulsions on a monthly basis using the data management reporting software identified by PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

B. The School Corporation shall report any student expulsions or suspensions to PCSB in accordance with PCSB's stated policies and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the data for each campus separately.

3.4 Complaint Resolution Process. Pursuant to §38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process and shall provide a copy to students, parents, and PCSB. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide PCSB written notice of any material change to its complaint resolution process at least three (3) months prior to adoption of such changes.

3.5 Operational Control. Pursuant to §38-1802.04(c)(3) of the Act, the School Corporation shall exercise exclusive control over its expenditures, administration, personnel and instructional methods subject to limitations imposed in § 38-1802.04 of the Act.

A. Pursuant to §38-1802.04(b) of the Act, the School Corporation shall have the following powers consistent with the Act and the terms of this Agreement:

(i) to adopt a name and a corporate seal;

(ii) to acquire real property for use as the School's facilities;

(iii) to receive and disburse funds for School purposes;

(iv) subject to § 38-1802.04(c)(1) of the Act; to make contracts and leases including agreements to procure or purchase services, equipment, and supplies;

(v) subject to § 38-1802.04(c)(1) of the Act, to secure appropriate insurance;

(vi) to incur debt in reasonable anticipation of the receipt of funds from the general fund of the District of Columbia or the receipt of federal or private funds;

(vii) to solicit and accept any grants or gifts for School purposes;

(viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and

(ix) to sue and be sued in the public charter school's own name.

3.6 Accreditation. Within five (5) years of its opening, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(16) of the Act..

A. The School Corporation shall provide PCSB with a written request for approval for any proposed changes to the School's accreditation.

3.7 Nonsectarian. The School Corporation and the School shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

SECTION 4. GOVERNANCE

4.1 Organization. The School Corporation is and shall remain a District of Columbia nonprofit corporation in accordance with the District of Columbia Nonprofit Corporation Act, as now and hereafter in effect, or any successor statute.

4.2 Corporate Purpose. The purpose of the School Corporation as set forth in its articles of incorporation shall be limited to the operation of a public charter school pursuant to §38-1802.04(c)(16) of the Act.

4.3 Governance. The School Corporation shall be governed by a Board of Trustees. The Board of Trustees are fiduciaries of the School and shall operate in accordance with the School Corporation's articles of incorporation and by-laws consistent with this Agreement and the provisions of the Act and the District of Columbia Nonprofit Corporation Act.

A. Pursuant to §38-1802.04(c)(10) of the Act, the Board of Trustees shall provide PCSB with written a request for approval of any material change(s) to its articles of incorporation or bylaws three (3) months prior to the effective date of such change.

4.4 Composition. Pursuant to §38-1802.05 of the Act, the Board of Trustees of the School Corporation shall consist of an odd number of members, with a minimum of three (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of students currently attending the School, and the majority of whom shall be residents of the District of Columbia.

4.5 Authority. Pursuant to §38-1802.05 of the Act, the Board of Trustees shall have the final decision-making authority for all matters relating to the operation of the School, consistent with this Agreement, the Act, and other applicable law; however nothing herein shall prevent the Board of Trustees from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Trustees shall set the overall policy for the

School; be responsible for overseeing the academic and fiscal integrity of the School; and assure the School's compliance with this Agreement and the Act.

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

5.1 Financial Management. The School Corporation shall operate in accordance with Generally Accepted Accounting Principles (**"GAAP"**) and other generally accepted standards of fiscal management and sound business practices to permit preparation of the audited financial statements required in §38-1802.04(c)(11) of the Act. The School Corporation's accounting methods shall comply in all instances with any applicable governmental accounting requirements.

5.2 Tuition and Fees. The School Corporation shall not charge tuition to any student, other than a non-resident student in accordance with §38-1802.06(e)2 of the Act, unless such student would otherwise be liable for tuition costs under the Act. The School Corporation may charge reasonable fees or other payment for after school programs, field trips, or similar student activities.

5.3 Costs. The School Corporation shall be responsible for all costs associated with operation of the School including the costs of goods, services, and any district-wide assessments or standardized testing required by this Agreement or by applicable law.

5.4 Contracts. Pursuant to §38-1802.04(c)(1) of the Act, the School Corporation shall provide PCSB with respect to any procurement contract awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding $25,000, not later than three (3) days after the date on which such award is made all bids for the contract received by the School Corporation, if any; the name of the contractor who is awarded the contract; and the rationale for the award of the contract. PCSB may request copies of these procurement contracts to be provided to PCSB upon request. The foregoing shall not apply to any contract for the lease or purchase of real property by the School Corporation, any employment contract for a staff member, or any management contract between the School Corporation and a management company designated in its petition.

A. The School Corporation shall follow the requirements of §38-1802.04(c)(10) of the Act prior to entering into a contract with a third party for the management of the School, other than the third party designated in its petition (a **"School Management Contract"**) or prior to canceling; terminating; or materially amending, modifying, or supplementing any contract entered into with a third party for the management of the School designated in its petition.

B. The School Corporation shall award "interested party contracts" or "conflicting interest contracts," as those terms are defined in PCSB's Submission of Procurement Contracts and Board of Trustees Meeting Minutes Policy, effective September 15, 2014, and as amended thereafter, pursuant to such PCSB policy, and in accordance with the School Corporation's conflict of interest policies and procedures, to the extent that the School Corporation's policies are not inconsistent with PCSB's policy.

The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that PCSB has no responsibility for the debts or action of the School

Corporation or the School. The School Corporation shall not purport to act as the agent of PCSB or the government of the District of Columbia with respect to any contract.

5.5 Insurance. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. The Board of Trustees shall provide annual proof of insurance overage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary, subject to the availability of such insurance on commercially reasonable terms. The School Corporation shall submit to PCSB the insurance certificate prior to the beginning of the first academic school year and will update it upon expiration. **Attachment I** to this agreement includes an assurance that the School Corporation will obtain and provide proof of insurance prior to the beginning of the first academic year.

5.6 Tax-Exempt Status. The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia within two (2) years from the date hereof and shall maintain such tax-exempt status.

5.7 Enrollment and Attendance Records. The School Corporation shall keep records of student enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in Section 7 below.

A. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit distinct and unique enrollment and attendance records to PCSB and in state and federal reports.

5.8 Board of Trustee Meeting Minutes. The School Corporation shall maintain copies of all minutes of meetings of the Board of Trustees of the School Corporation, including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting, certified by an officer of the School Corporation or a member of the Board of Trustees as to their completeness and accuracy. The School Corporation shall make such documents available for inspection by PCSB, its officer, employees, or agents upon request.

SECTION 6. PERSONNEL

6.1 Relationship. All employees hired by the School Corporation shall be employees of the School and, pursuant to § 38.1802.07(c) of the Act, shall not be considered to be an employee of the District of Columbia government for any purpose.

6.2 Hiring. The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten hours a week prior to the commencement of such employment or volunteer assignment. The School Corporation shall consider the results of such background checks in its decision to employ or utilize such persons either directly or through a School Management Contract. From time to time, as established by the School Corporation, the School Corporation shall conduct periodic background checks on each employee and each person who regularly volunteers at the School more than ten hours a week, but at a minimum once every two years.

SECTION 7. REPORTING REQUIREMENTS

7.1 Annual Reports. The School Corporation shall deliver to PCSB, by a date specified by PCSB, an annual report in a format acceptable to PCSB which shall include all items required by § 38-1802.04(c)(11)(B) of the Act (the **"Annual Report"**). The Annual Report shall include an assessment of compliance with the performance goals, objectives, standards, indicators, targets, or any other basis for measuring the School's performance as PCSB may request. The School Corporation shall permit any member of the public to view such report on request.

7.2 Audited Financial Statements. As soon as available but no later than one hundred and twenty (120) days after the end of each Academic Year, the School Corporation shall deliver to PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act in accordance with GAAP and government auditing standards for financial audits issued by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

7.3 Interim Financial Reports. Unless otherwise notified by PCSB, the School Corporation shall prepare and submit to PCSB, within thirty days after the end of each Interim Period, starting with the Interim Period beginning July 1, 2015, the balance sheet of the School Corporation at the end of such Interim Period and the related statements of income and cash flows of the School Corporation for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments, including contributions (monetary or in-kind) in excess of $500 for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period. These reports may include supplemental schedules as required by PCSB. **"Interim Period"** shall mean monthly, and from time to time thereafter, upon written notice by PCSB to the School Corporation, the period designated by PCSB in such notice.

7.4 Budget. No later than June 1 of each Academic Year, the School Corporation shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a **"Budget"**) for the next succeeding Academic Year. The School Corporation's initial Budget shall be in accordance with the Budget submitted with its Petition to PCSB. If PCSB has previously notified the School Corporation in writing that the School Corporation is on probation for fiscal management reasons and such notice has not been rescinded in writing, the School Corporation may only implement a Budget with the prior written approval of PCSB. PCSB may specify the format and categories and information contained in the Budget.

7.5 Enrollment Census. Pursuant to §38-1802.04(c)(12) of the Act, the School Corporation shall provide to OSSE student enrollment data required by OSSE to comply with

§38-204 of the District of Columbia Code. Such report shall be in the format required by OSSE for similar reports from District of Columbia Public Schools, and all counts of students shall be conducted in a manner comparable to that required by OSSE for enrollment counts by District of Columbia Public Schools.

7.6 Attendance Data. No later than fifteen (15) business days after the end of each month during the Academic Year and during summer school, if offered, the School Corporation shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for the School using attendance management reporting software identified by PCSB. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit to PCSB distinct and unique attendance data.

7.7 Key Personnel Changes. The chair of the Board of Trustees or an officer of the School Corporation shall provide notice, within five days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation, who is a member of the Board of Trustees, an officer of the School Corporation, or a key personnel as identified by position in **Attachment J** (but no later than the time the School Corporation announces such departure publicly) to PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

7.8 Authorizations. Within forty-five (45) days after the end of each Academic Year, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of Trustees that all Authorizations required for the operation of the School and the lease or sublease, if any, of the School Property remain in full force and effect. If the School Corporation receives notice, whether formal or informal, of any alleged failure to comply with the terms or conditions of any Authorization, the School Corporation shall provide PCSB, within seven (7) days of receiving such notice, a report detailing the nature and date of such notice and the School Corporation's intended actions in response. **"Authorizations"** shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

7.9 Events of Default. The School Corporation shall promptly report to PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation or the School including: any claim there has been a material breach of any contract that affects the operation of the School; any claim or notice of a default under any financing obtained by the School Corporation; and any claim that the School Corporation has failed to comply with the terms and conditions of any Authorizations required to operate the School. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and the School Corporation's intended response.

7.10 Litigation. The School Corporation shall promptly report to PCSB the institution of any material action, arbitration, government investigation, or other proceeding against the School Corporation or any property thereof (collectively **"Proceedings"**) and shall keep PCSB apprised of any material developments in such Proceedings.

7.11 Certificates of Insurance. No later than 30 days after the expiration of the current policy, the School Corporation shall deliver to PCSB a certificate of insurance with respect to each insurance policy required pursuant to Section 5.5 above and **Attachment I**. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. The School Corporation shall furnish PCSB with copies of all insurance policies or other evidence of insurance required pursuant to Section 5.5 above and **Attachment I** upon request.

7.12 Reports Required by the Act. The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide PCSB with a copy of each such report at the time the School Corporation provides the report as required by the Act.

SECTION 8. COMPLIANCE

8.1 Compliance With Applicable Laws. The School Corporation shall operate at all times in accordance with the Act and all other applicable District of Columbia and federal laws subject to the limitations in Sections 8.2 and 8.3 below or from which the School Corporation is not otherwise exempt, and District of Columbia and federal provisions prohibiting discrimination on the basis of disability, age, race, creed, color, gender, national origin, religion, ancestry, sexual orientation, gender identification or expression, marital status, or need for special education services, or other characteristics as proscribed by law.

8.2 Waiver of Application of Duplicate and Conflicting Provisions. Pursuant to §38-1802.10(d) of the Act, no provision of any law regarding the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to the School Corporation or PCSB to the extent that the provision duplicates or is inconsistent with the Act.

8.3 Exemption From Provisions Applicable to D.C. Public Schools. Pursuant to §38-1802.04(c)(3)(B) of the Act, the School Corporation shall be exempt from District of Columbia statutes, policies, rules, and regulations established for the District of Columbia Public Schools by OSSE, Board of Education, Mayor, or District of Columbia Council, except as otherwise provided in the Charter or in the Act.

8.4 Cooperation. The School Corporation shall, and shall cause its Board of Trustees, officers, employees, and contractors to, cooperate with PCSB, its staff, and its agents in connection with PCSB's obligations to monitor the School Corporation.

8.5 Access. Upon reasonable notice, the School Corporation shall grant to PCSB, its officers, employees, or agents, access to the School Corporation's property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with PCSB, its officers, employees, or agents, including allowing site visits as PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with §38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School and School Corporation.

8.6 Notice of Concern. If PCSB determines through its oversight of the School Corporation that any condition exists that seriously jeopardizes the continued operation of the School Corporation, the School, or a School's campus; is substantially likely to satisfy the conditions for charter revocation pursuant to §38-1802.13 of the Act; and/or threatens the health, safety, or welfare of students of the School, then PCSB may issue a written notice to the School Corporation stating the reasons for its concerns and inquiry (**"Notice of Concern"**). Upon receipt of such notice and upon request of PCSB, the School Corporation shall meet with PCSB to discuss PCSB's concerns and the School Corporation's response to PCSB's Notice of Concern.

8.7 Administrative Fee. The School Corporation shall pay annually to PCSB, no later than November 15 of each Academic Year, the maximum amount permitted by the Act to cover the administrative responsibilities of PCSB. Notwithstanding the foregoing, PCSB shall not seek any remedy against the School Corporation for failure to timely pay such fee if the School Corporation shall not have received the fall allocation of its annual Academic Year funding from the government of the District of Columbia by such date provided that the School Corporation pays PCSB such fee within five (5) business days of the School Corporation's receipt of such funding.

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

9.1 Charter Renewal. The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to the terms of the Act. If such renewal is granted by PCSB in accordance with the Act, PCSB and the School Corporation shall renew this Agreement with amendments satisfactory to PCSB and the School Corporation; or enter into a substitute agreement satisfactory to PCSB and the School Corporation.

9.2 Charter Revocation. Pursuant to § 38-1802.13 of the Act, PCSB may revoke the Charter if PCSB determines that the School has committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in the Charter, including violations relating to the education of children with disabilities; or failed to meet the goals and student academic achievement expectations set forth in the Charter.

A. Pursuant to § 38-1802.13 of the Act, PCSB shall revoke the Charter if PCSB determines that the School has engaged in a pattern of nonadherence to generally accepted accounting principles; has engaged in a pattern of fiscal mismanagement; or is no longer economically viable.

B. If the School Corporation operates two or more campuses under the Charter, PCSB has the authority to propose revocation of the School or closure of any of its campus locations pursuant to this Section 9.2.

9.3 Termination. This Agreement shall terminate: (1) if the School fails to begin operations by September 16, 2016, provided that such failure to begin operations by this date is not a result of circumstances pertaining to the construction of the location identified in Section

3.1 above; (2) upon Charter revocation or nonrenewal; or (3) by mutual written agreement of the parties hereto.

9.4 Probation and Corrective Action. If PCSB proposes to revoke the Charter pursuant to §38-1802.13(a) of the Act, PCSB may, as an alternative to charter revocation, place the School or any of the School's campuses on probation and require the School Corporation, in consultation with PCSB, to develop and implement a written corrective action plan (**"Corrective Plan"**). The Corrective Plan shall include the reasons that the Charter is subject to revocation under § 38-1802.13(a), the terms and conditions of probation and the results the School shall achieve to avoid charter revocation. Although PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require PCSB to place the School or any of its campuses on probation or develop a Corrective Plan.

A. If PCSB elects to place the School or one of the School's campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide PCSB a written request for approval five (5) business days prior to taking any of the following actions: (a) waiving any material default under, or material breach of, any School Management Contract; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits, or obligations under any such School Management Contract in any material respect.

9.5 Mandatory Dissolution. In accordance with §38-1802.13a of the Act, the School Corporation shall dissolve if the Charter has been revoked by PCSB; has not been renewed by PCSB; or has been voluntarily relinquished by the School Corporation. Mandatory dissolution is only applicable in the case of revocation, non-renewal or voluntary relinquishment of the Charter and is not applicable in the case of a campus closure pursuant to 9.2(C).

A. In the event of dissolution, PCSB, in consultation with the Board of Trustees of the School Corporation, shall develop and execute a plan for liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; discharge the School Corporation's debts; and distribute any remaining assets in accordance with §38-1802.13a of the Act.

SECTION 10. OTHER PROVISIONS

10.1 Applicable Law. This Agreement and the Charter and the rights and obligations of the parties hereunder shall be governed by, subject to, construed under, and enforced in accordance with, the laws of the District of Columbia, without regard to conflicts of laws principles.

10.2 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of PCSB in the exercise of any power, right, or privilege hereunder shall impair such power,

right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

10.3 Counterparts and Electronic Signature or Signature by Facsimile. This Agreement and any amendments, attachments, waivers, consents, or supplements in connection herewith may be signed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures or signatures received by facsimile by either of the parties shall have the same effect as original signatures.

10.4 Entire Agreement; Amendments. This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that Attachments A-E which constitute the School Corporation's Charter can only be modified or amended through Petition for Charter Revision subject to 1.1(B) of this agreement, except that Attachments A, B, and E require only PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

10.5 Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

10.6 Assignment. The Charter runs solely and exclusively to the benefit of the School Corporation and shall not be assignable by either party; provided that if PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

10.7 No Third Party Beneficiary. Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement. **"Person"** shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

10.8 Waiver. No waiver of any breach of this Agreement or the Charter shall be held as a waiver of any other subsequent breach.

10.9 Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party drafted the underlying document.

10.10 Dispute Resolution. Neither PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without first providing written

notice to the other party hereto describing the nature of the dispute; and thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter pursuant to §38-180213 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement.

10.11 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; delivered by hand (with written confirmation of receipt); or received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Rocketship Education D.C.
1227 Good Hope Rd. SE
Washington, DC 20020
Attention: Regional Director of Schools
Email: dc@rsed.org
Telephone: (202) 750-6402

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the dates written below.

ROCKETSHIP EDUCATION D.C. PUBLIC

By: Andrew Stern

Title: Rocketship Education, Chief Business Officer

Date: 17 Nov 2014

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

By:

Title: DC Public Charter School Board, Chair

Date: December 10, 2014

ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL CHARTER AGREEMENT ATTACHMENTS

SCHEDULE I	Maximum Enrollment Schedule
ATTACHMENT A	Proposed Rules and Polices for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
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SCHEDULE I

Maximum Enrollment Schedule

Grades (K-5)	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21**	**2021-22**	**2022-23**
Number of Schools	1	2	3	4	5	6	7	8
Number of Students	650	1,300	1,950	2,600	3,250	3,900	4,550	5,200
Maximum Enrollment	***650***	***1,300***	***1,950***	***2,600***	***3,250***	***3,900***	***4,550***	***5,200***

ATTACHMENT A

Proposed Rules and Polices for Governance and Operation of School Corporation

Board of Trustees

Rocketship Education D.C. Public Charter School (RSDC) will be governed by the Rocketship Education D.C. Public Charter School Board of Trustees ("Board"). The Board is ultimately responsible for the operation and activities of RSDC. Board Members have a responsibility to solicit input from, and opinions of, the parents of students, and the faculty and staff, regarding issues of significance and to weigh the input and opinions carefully before taking action. The primary method for executing their responsibilities is the adoption of policies that offer guidance and interpretation of the charter and procedures to assist the staff in facilitating the implementation of such policies. The Board consists of at least three and no more than 13 members who will govern RSDC. Two members will be parents, and a majority of Board members will be D.C. residents. Initially, three board members will serve three-year terms and the remaining board members will serve two-year terms. Each term thereafter will be two years. This staggering of terms will create a natural flow for future elections and ensure that the Rocketship Education D.C. Public Charter School Board does not experience full turnover at once.

Rocketship Education D.C. Public Charter School Board Duties

The Rocketship Education D.C. Public Charter School Board of Trustees will be responsible for the operation and fiscal affairs of the Charter School including but not limited to:

- Setting the enrollment and grade-level configuration for the Charter Schools including increasing enrollment to maximum levels;
- Approval of annual school budget, calendar, and salary schedules;
- Negotiation and approval of a Memorandum of Understanding ("MOU") or other contracts with D.C. Public Charter School Board;
- Negotiation and approval of Rocketship Education Management Agreement;
- Negotiation and approval of Rocketship Education Licensing Agreement;
- Approval of all financial policies that set the processes and controls for contracts, expenditures, and internal controls;
- Oversight of personnel actions (e.g. hiring, discipline, dismissal) All personnel actions other than those relating to the Principal shall be made by the Principal subject to operational policies of the school;
- Approval of bylaws, resolutions, and policies and procedures of school operation;
- Approval of all changes to the school charter to be submitted as necessary in accordance with applicable law;
- Participation as necessary in dispute resolution;
- Monitoring overall student performance;
- Evaluation of Principal(s);
- Monitoring the performance of the Charter Schools and taking necessary action to ensure that the school remains true to its mission and charter;
- Monitoring and ensuring the fiscal solvency of the Charter Schools;
- Oversight and approval of the RSDC annual independent fiscal audit;
- Participation as necessary in student expulsion matters pursuant to RSDC policy;
- Increasing public awareness of RSDC.

The principal will be responsible for leading all of the school site staff. The principal will report to the Regional Managing Director, who will be responsible for managing the functions of the Regional Support Office and will report directly to the Board.

Board Meetings

The Board of Trustees will meet regularly to review and act on its responsibilities. The Board of Trustees meetings will be headed by a Board Chairman. As long as quorum exists as defined by the corporate bylaws, measures voted on by the Board of Trustees may be passed with a simple majority of present members.

Board Training

The Board of Rocketship Education D.C. Public Charter School understands that it is imperative that each board member receives comprehensive board orientation as well as on-going training so that each board member can most effectively serve in governance of RSDC. In order to establish a strong foundation, orientation will take place with each new board member once the charter has been approved. The goals of the Board orientation will be to:

- Communicate the mission, goals, and values of Rocketship Education D.C. Public Charter School
- Define the roles of the Board and its members
- Provide an overview of Rocketship Education D.C. Public Charter School's educational program
- Share board policies and manual
- Familiarize the Board with financial management systems implemented at Rocketship Education D.C. Public Charter School.

Rocketship Education D.C. Public Charter School will seek out partnerships with the D.C. Public Charter Schools Board and other community organizations in order to ensure that board members are continually developing in their understanding of charter school governance. In order to keep the training topics relevant, we will conduct a needs assessment to identify the needs of the Board and create an appropriate timing plan. The board meeting calendar will be created annually and will include a description of topics which will be addressed. This document will also guide the timing of the development plan. Depending on the needs of the Board, topics may include:

- Introduction to charter school boards
- Performance management
- Charter school policy
- Conflict management
- Budgeting and fiscal management
- Charter school facilities
- Rocketship educational program
- Governing Relationship Between Board and Key Administrative Leaders

Board Experience and Recruitment

The RSDC Board will consist of civic and community leaders from the communities served by RSDC and also two members who are parents of current RSDC students. The Board Chairman will have a seat on the Rocketship Education National Governing Board of Directors and will be responsible for providing regional updates to the National Governing Board. Board members will be recruited on an ongoing basis. Qualifications of Board members should include:

- Knowledge of the local political landscape;

- Non-profit leadership;
- Experience in human capital management;
- Experience with local real estate development;
- Legal Expertise; and/or
- Financial Expertise.

Board Monitoring of School Performance

The RSDC Board of Trustees will monitor school performance through the use of dashboards designed to measure network health. School performance is monitored according to academic achievement and financial health. All decisions related to principal evaluation, possible resource re-allocation, or staffing changes are reflective of the board's analysis of the school's performance according to these dashboard metrics.

Each board meeting will analyze school performance according to the following academic achievement metrics:

- Previous scores on state standardize-tests (if available)
- State assessment projections (calculated based on internal assessments)
- Average Northwest Evaluation Assessment (NWEA) growth
- Percent of students scoring over the 50th percentile on the NWEA assessment

The board will also analyze school performance according to financial health:

- % of students who qualify for free and Reduced Lunch (FRL)
- Enrollment % (average enrollment / budgeted enrollment)
- Attendance rate (ADA) % (ADA / average enrollment
- Effective ADA% (ADA / budgeted enrollment)
- % variance from budgeted Profit and Loss (P&L) – Revenues
- % variance from budgeted P & L – Expenses
- Audit findings (if applicable)

If any of the above dashboard metrics are deemed to be underperforming the RSDC board will schedule additional meeting time to plan mitigation. Often, RSDC staff will be asked to present additional detail to help the Board determine appropriate action.

Generally, the Board will generally consider the following mitigating procedures:

- Devoting additional resources to the problem area
- Re-allocating resources from other parts of the school
- Re-examine staff headcount
- Evaluate the performance of principal and other school leadership and put into place improvement plans if necessary
- Consider any possible staffing changes

Please see the Bylaws and specifically sections 2, 11, and 12 of the Management Agreement in section I for information on how RSDC Board will hold the Management Organization, Rocketship Education, accountable.

Transition Plan

Rocketship's National Development team has been working for several months to determine the composition of the RSDC Board. These founding board members will also make up the "Working Board" once it is formed.

The Rocketship Education's National Development team, as well as other Rocketship National Office departments will help prepare the RSDC Board for governance. This will include onboarding and training to help educate board members about charter school governance, D.C. educational policy, and exposure to the Rocketship Public School Model.

Rocketship Education's Vice President of National Development will serve as the primary point person for the RSDC Board as it prepares for school opening. This individual will spearhead all preparation for the launch of the first RSDC School (likely in Fall 2015). This person will also be responsible for coordinating board trainings. While the board is self-perpetuating, the VP of National Development will provide support and guidance in replacing board members.

Board members will be on-boarded once RSDC is green-lit by Rocketship Education's National Governing Board (likely in February of 2014). At that point, the RSDC Board of Trustees will be formed. Many of these initial meetings will be geared toward onboarding, training, and preparing the RSDC Board to transition from a founding board to a working board.

School Site Council

The School Site Council (SSC) will be composed of the principal, teachers, classified staff, and parents from each school. The SSC will help ensure that the RSDC Board of Trustees receives input from the school-level. The SSC will seek to empower and inform parents in the education of their children, the allocation of school resources, and the building of community and culture at their specific school. Additionally, Rocketship's SSCs will not only be an open forum for parents, but will also have opportunities for parents' professional development (through guided exposure to data and analyses, and training around budget review).

ATTACHMENT B

Articles of Incorporation and Bylaws

For Articles of Incorporation please see attachments “DC Filed Incorporation Docs” and “Rocketship DC Signed Articles of Incorporation”. For Bylaws see attachment “Rocketship DC Bylaws”.

ATTACHMENT C

Procedures to Ensure Health and Safety of Students and Employees

Health and Safety

To ensure the health and safety of students, employees, and guests of the school, RSED D.C. will comply with all applicable federal and District of Columbia health and safety regulation and any applicable requirements of the Occupational Safety and Health Administration.

As required by Section 38-1802(11) and Section 38-1802.04(c)(4) of the District of Columbia Code, RSED D.C. will submit, before September 16 of each year, a report to the District of Columbia Public Charter School Board that documents that RSED D.C. facilities comply with the applicable health and safety laws and regulations of the federal government and the District of Columbia. The report shall be open to public inspection and available upon request. In addition, RSED D.C. will submit to all applicable health and safety inspections by government officials, and take all appropriate steps to ensure appropriate air quality/ventilation, building condition, cleanliness, temperature control, and absence of pests/infestation in compliance with applicable health and safety and building regulations.

In addition to maintaining a safe facility, RSED D.C. will take steps to provide required and appropriate health and safety training to its staff. For example, staff may be required to complete annual courses in CPR and First Aid so that they can provide basic care for injuries and sudden illnesses until advanced medical personnel arrive. The school will be equipped with appropriate first aid kits, and RSED D.C. will consider, in its selection of a facility and allocation of space within such facility, the applicable requirements for obtaining nursing services from the District of Columbia, including the availability of an appropriately equipped on-site nurse's office.

In accordance with Section 38-501 et seq. of the District of Columbia Code and applicable requirements of the District of Columbia Department of Health, RSED D.C. will also require evidence of students' required immunizations and provide information to parents on such requirements in a timely manner.

RSED D.C. will comply with the Americans with Disabilities Act, ensuring that children with disabilities have access to school facilities as required by law. RSED D.C. will carefully consider such requirements in the selection, configuration or alteration of any existing facility and the planning and construction of any new facility.

In addition, RSED D.C. will comply with all regulations for fire safety under the District of Columbia Fire Prevention Code, Section 5-401 et seq. of the District of Columbia Code. RSED D.C. will provide training to staff and students, develop fire evacuation and safety plans, and plan and execute fire and emergency drills in accordance with all such requirements. Emergency routes will be mapped and posted in each room and fire drills will be performed regularly.

ATTACHMENT D

Assurance to Seek, Obtain, and Maintain Accreditation

Rocketship Education D.C. Public Charter School shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(16) within 5 years of opening.

ATTACHMENT E

Relationship Between School and Employees

Employment Policies

Salaries

Rocketship is committed to building compensation systems that are competitive, fair, equitable, and reward performance. Salaries and potential for advancement will be based largely upon job performance. Specifically, Rocketship is committed to compensation structures that better reflect the massive efforts of our teachers and exceptional results that are achieved with students every day.

Contracts

Rocketship is an at-will employer, as such, it does not have contracts. Employment with Rocketship is for no specific period of time. Employment will be "at will," meaning that either Rocketship or the employee may terminate the employment at any time and for any reason, with or without cause.

Equal Opportunity Employment Hiring and Dismissal

Rocketship is an equal opportunity employer. It is the policy of Rocketship to afford equal employment and advancement opportunity to all qualified individuals without regard to race, creed, color, religion, national origin, ancestry, sex, sexual orientation, gender identification, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Rocketship will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Rocketship representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. Rocketship will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. Rocketship will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Rocketship will make the accommodation.

Evaluation of Staff

Staff evaluation and performance management is a cornerstone of the employee life-cycle. Each employee will receive periodic performance reviews conducted by their supervisor. Performance evaluations are conducted annually, but are part of a performance management cycle that includes goal-setting, mid-year evaluations, and the final evaluation at year's end. Continual, real-time feedback is given to employees throughout the year as part of each employee's Professional Growth Plan.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not necessarily guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Rocketship and depend upon many factors in addition to performance.

Benefit Plans

Rocketship is committed to offering staff competitive benefit plans that support recruitment, retention, and overall staff satisfaction.

Health and Welfare Benefits**:** Full Time Employees become eligible on the first day of the month following your first day of full-time employment. Employees and eligible dependents can enroll in Rocketship's standard health and life insurance programs subject to the terms and conditions of those plans. Standard benefits include choice of medical plans, dental insurance, vision insurance, life insurance, long-term disability insurance, FLEX spending plans, and commuter plans.

Retirement Savings Plan: Employees will be eligible to enroll in Rocketship's 403(b) plan subject to its specific terms and conditions.

Competitive Salaries and Benefits

Rocketship is committed to providing employees with a competitive total rewards package, which includes competitive salaries and benefits. Rocketship will survey area school districts and charter schools to offer competitive and market-driven compensations and benefit packages, including higher than market average salaries.

RSED D.C. shall, in accordance with Section 38-1802.07 of the District of Columbia Code, protect the rights and benefits of current employees of the District of Columbia Public Schools if they accept employment at the proposed RSED D.C. public charter school.

RSED D.C. shall specifically provide for the following:

a. That any DCPS employee who comes to work for RSED D.C. may request a two-year leave of absence from DCPS, renewable for an unlimited number of two-year terms. (Section 38-1802.07(a))
b. That former DCPS employees working for RSED D.C. may require RSED D.C. to pay into the employee's DCPS retirement plan. (Section 38-1802.07(b))
c. That former DCPS employees working for RSED D.C. may choose to enroll in a separate retirement plan established by RSED D.C., in which case DCPS will transfer those employees' existing retirement plan funds to the RSED D.C. retirement plan. (Section 38-1802.07(b))
d. Should an applicant's so elect, provide for provide a residency preference to District of Columbia residents applying for positions at RSED D.C. (Section 38-1802.07(d))

The Rocketship Education Employee Handbook and Personnel Policy can be provided upon request.

ATTACHMENT F

Pre-Opening Requirements

ATTACHMENT G

Random Selection Process

Policies and Procedures for Enrollment, Public Lottery and Withdrawal of Students

Application and Admissions Policies and Procedures

No test or assessment shall be administered to students prior to acceptance and enrollment into the school.

The school shall be nonsectarian in its programs, admission policies, employment practices, and all operation, shall not charge tuition, and shall not discriminate against any pupil on the basis of the characteristics such as actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identification, or association with an individual who has any of the aforementioned characteristics).

The application process is comprised of the following after the completion of a student enrollment application.

Upon selection for admission pursuant to public random drawing, the registration process will include the following:

1. Proof of Immunization
2. Home Language Survey
3. Completion of Emergency Medical Information Form
4. Proof of minimum age requirements, e.g. Birth certificate

Rocketship feels strongly that success for students requires a commitment from both students and parents, to the mission and vision of Rocketship as set forth in the charter (see section A.1). During the registration process, all parents or guardians shall be asked to sign a Commitment Letter indicating they understand Rocketship philosophy, program, and volunteer policy. Students will not be denied admission or dis-enrolled for parents' or guardians' failure to sign the Commitment Letter.

Each Rocketship school shall admit all pupils who wish to attend the school subject only to capacity. Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open application period each year applications shall be counted to determine whether any grade level has received more applications than availability. In this event that this occurs, each Rocketship school will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing students (2nd year forward) who are guaranteed enrollment in the following school year.

Enrollment preferences in the case of a public random drawing shall be allowed in the following order of preference:

1. Siblings of currently enrolled students
2. Children of the paid staff of Rocketship

Students qualifying for more than one preference group will be considered part of the highest preference in which they qualify. At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list in the order according to their draw in the public random drawing. This wait list will allow students the option of enrollment in the case of an opening during the school year.

Waiting List, Withdraws, Re-enrollments, and Transfers

Please see "Recruitment of Students" above in section B.5 for details on policies and procedures for enrollment and withdrawal of students.

Verification of D.C. Residency

In addition to the information about our enrollment and application policies above, Rocketship D.C. will also ensure that our applications include proof of D.C. residence for all applicants. RSDC fully intends to reach full enrollment using only D.C. residents. However, in the highly unlikely case that RSDC is unable to reach full enrollment with D.C. residents, we will recruit and enroll non-D.C. residents. In this scenario, RSDC will comply with all requirements to ensure that these non-resident families reimburse the District of Columbia pursuant to District of Columbia law and regulations.

ATTACHMENT H

Disciplinary Policies

RSDC DISCIPLINE POLICY

Washington, D.C.

This policy applies to all Rocketship Education schools in Washington, D.C. ("DC"). This policy was written in compliance with relevant state and authorizer requirements in Washington, D.C.

Introduction

This Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at all Rocketship Education DC (RSDC) Schools. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction.

School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed as part of the Parent Handbook and will clearly describe discipline expectations. RSDC shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that these policy and administrative procedures are available on request at the school office.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

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 that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion. A student shall receive credit for work missed during a period of suspension if the student makes up work missed during the period of suspension within the same number of school days the student was absent on suspension.

A student identified as an individual with disabilities or for whom RSDC has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act ("IDEIA") 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 regular education students except when federal and state law mandates additional or different procedures. RSDC will follow Section 504, the IDEIA, and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for

whom RSDC 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.

A. **Grounds for Suspension and Expulsion of Students**

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: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. **Enumerated Offenses**

(1) Students may be suspended for any of the following acts:

a. Repeated inappropriate use of Rocketship computers (restricted websites, offensive emails);
b. Acts of vandalism, destruction of property, or graffiti;
c. Theft of school or personal property;
d. Possession or distribution of obscene or pornographic material on school premises;
e. Verbal, written, or physical threat to person or property (including intimidating postures); Obscene, seriously offensive, or abusive language or gestures;
f. Causing disruption on school property or at any Rocketship-sponsored or supervised activity;
g. Leaving school without permission;
h. Academic dishonesty;
i. Lying to or giving misleading information to school staff;
j. Posting or distributing material or literature that is disrespectful, demeaning, humiliating, or damaging to students and/or staff. This includes posting material on internet or sending material electronically (via email or cell phone);
k. Hazing, bullying, or using humiliating, or intimidating language or behavior, including Internet Bullying;
l. Possession of tools or instruments which school administrators deem could be used as weapons; or
m. Any behavior or other conduct not specifically enumerated in this chapter that causes significant disruption to the academic environment or causes harm to self or others.

(2) Students may be suspended or expelled for any of the following acts:

a. Vandalism/destruction of property over $500;
b. Possession, sale or distribution of marijuana, prescription drugs, controlled dangerous substances, imitation controlled substances, inhalants, other intoxicants, controlled or drug paraphernalia; alcohol;
c. Causing serious disruption or damage to school's computer systems, electronic files, or network;
d. 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, including derogatory sexual language;

e. Engaging in sexual acts on school premises or at school-related functions;
f. Possession of fireworks or explosives; Arson; Biohazard; Bomb threat;
g. Theft or attempted theft using force, coercion, intimidation, or threat of violence;
h. Assault or physical attack on student or staff; Deliberate acts that cause severe physical injury to another person (s)
i. Using an article that is not normally considered a weapon to injure another individual;
j. Use, threatened use, or transfer of any weapon;
k. Use, possession, or bringing to school a loaded or unloaded firearm, as defined in 18 U.S.C. § 921 (2000), including but not limited to pistols, blank pistols, starter pistols, revolvers, rifles, and shotguns or any other behavior that violates the Gun-Free Schools Act;
l. Commission or attempted commission of any act of sexual assault or sexual aggression;
m. 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 the D.C. Public Schools;
n. Any behavior or other conduct not specifically enumerated in this chapter that is illegal, causes significant disruption to the school operation, or causes substantial harm to self or others;
o. Documented pattern of persistent, willful misconduct and extreme disruption; or
p. Repeated violations of any act or acts listed in Section B(1)(a) above.

Alternatives to suspension or expulsion will be implemented for students who are truant, tardy, or otherwise absent from assigned school activities.

C. **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or 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, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice will also state the date and time when the student may return to school. 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.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of Expulsion by the Principal or Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Principal or, if the principal was directly involved in the incident leading to suspension of the student, the Principal's designee upon either of the following determinations: 1) the continued presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within ten (10) school days after the Principal or designee determines that the Pupil has committed an expellable offense, unless the pupil 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 (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least five (5) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;

3. A copy of RSDC's disciplinary rules which relate to the alleged violation;

4. 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;

5. The right to inspect and obtain copies of all documents to be used at the hearing;

6. The opportunity to confront and question all witnesses who testify at the hearing;

7. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

E. **Authority to Expel**

The full authority of the Board of Directors to hear and conduct expulsions shall be granted to the Academic Affairs Committee, a committee of the RSDC Board of Directors. The Academic Affairs Committee shall consist of three board directors of the RSDC Board. The Academic Affairs Committee may expel any student found to have committed an expellable offense.

Instead of conducting an expulsion hearing itself, the Academic Affairs Committee may appoint an impartial administrative panel of three or more persons, none of whom were involved in the matter that led to the disciplinary incident. In the event an administrative panel hears the case, it will, within twenty four (24) hours of the hearing, make a recommendation for a final decision of whether or not to expel. The decision shall be in the form of written findings of fact and transmitted to the Principal of the school, who will prepare a written notice to expel.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

F. **Written Notice to Expel**

As soon as possible following a decision of the Committee to expel, the Principal 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:

1. Notice of the specific offense committed by the student

2. 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 RSDC.

The Principal or designee shall send a copy of the written notice of the decision to expel to the District.

This notice shall include the following:

a) The student's name

b) The specific expellable offense committed by the student

G. **Right to Appeal**

The pupil/family shall have the right to appeal the decision to expel the student from Rocketship directly to the Academic Affairs Committee. The request to appeal must be made in writing and shall be submitted to the Academic Affairs Committee within ten (10) business days of receipt of the written notice to expel. The appeal shall be heard by the Academic Affairs Committee within ten days of receipt of the appeal.

H. **Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

RSDC 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 which shall be examined only by RSDC 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.

1. 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 Three (3) 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.

2. RSDC must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the person or panel conducting the 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.

4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The person 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.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting

the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, RSDC must present evidence that the witness' presence is both desired by the witness and will be helpful to RSDC. The person 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.

8. 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 courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the 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.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person 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.

I. **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.

J. **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 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 and sworn 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 pupil, 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, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

K. **Disciplinary Records**

RSDC shall maintain records of all student suspensions and expulsions at Rocketship Schools. Such records shall be made available to the District upon request.

L. **Expelled Pupils/Alternative Education**

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

M. **Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

i. Notification of District

Rocketship shall immediately notify the District and coordinate the procedures in this policy with the District for the discipline of any student with a disability or student who Rocketship or the District would be deemed to have knowledge that the student had a disability who is suspended for more than ten (10) school days during a school year.

ii. 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 alterative educational setting.

iii. Procedural Safeguards/Manifestation Determination

Within ten (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 ten (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:

a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

b) 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:

a) 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;

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.

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.

iv. 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.

v. Special Circumstances

Rocketsihp 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 forty-five (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 USC 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 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

vi. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

vii. 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 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.

Rocketsihp shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a) 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.

b) The parent has requested an evaluation of the child.

c) 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 (3) 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 of 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.

ATTACHMENT I

Insurance Requirements

Rocketship Education has partnered with Archway Clayton Insurance Company to provide insurance coverage for its current schools. We intend to partner with Archway Clayton Insurance Company for our Rocketship D.C. schools as well. While exact levels of coverage will not be determined until prior to school opening, Rocketship will meet all minimum requirements and provide an insurance certificate once insurance is procured.

ATTACHMENT J

Key Personnel

Board Members, Rocketship Education D.C Public Charter School.

- Maura Marino
- Jennifer Niles
- Louis Jordan

Key Staff, Rocketship Education D.C. Public Charter School Regional Support Office

- Regional Director, To be hired
- Director of Community Development, To be hired
- RSDC Principal, Amy Zapatka

Initial File #: N000004999128

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF RESTATED ARTICLES*** is hereby issued to:

ROCKETSHIP EDUCATION D.C., PUBLIC CHARTER SCHOOL, INC.

Effective Date: 10/14/2014

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 10/14/2014 3:08 PM

Business and Professional Licensing Administration

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: iwRUpveX

DCRA Corp. Div.

OCT 14 2014

FILE COPY

ARTICLES OF AMENDMENT AND RESTATEMENT

OF

Rocketship Education D.C., Inc.

For the purpose of forming a corporation under the Nonprofit Corporation Act of 2010, the undersigned executes the following Articles of Incorporation (the "Articles").

ARTICLE I
NAME

changed to

The name of the corporation is Rocketship Education D.C., Public Charter School, Inc., hereinafter referred to as the "Corporation."

ARTICLE II
ORGANIZATION AND EXISTENCE

The Corporation is created as a nonprofit corporation under Title 29, Chapter 4, as amended, of the District of Columbia Code. The period of the Corporation's existence is perpetual.

ARTICLE III
PURPOSES

The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Internal Revenue Code Section 501(c)(3), as amended. More specifically, the sole purpose of the Corporation shall be the operation of a public charter school. No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual and no substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise provided in Section 501(h)), and the Corporation shall not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office, nor any activity not permitted by Section 501(c)(3).

ARTICLE IV
PRINCIPAL OFFICE AND REGISTERED AGENT

4.1 The mailing address of the principal office of the Corporation is:

Dechert LLP
Attn: Tony Y. Chan
1900 K Street NW
Washington, D.C. 20006

4.2 The name and address of the registered agent is:

Dechert LLP
Attn: Tony Y. Chan
1900 K Street NW
Washington, D.C. 20006

ARTICLE V
POWERS

The Corporation shall have all powers conferred upon a nonprofit corporation, organized under Title 29, Chapter 4, as amended, of the District of Columbia Code and any successor provision thereto. Such powers shall be exercised only in fulfillment of the purposes of the Corporation set forth herein.

ARTICLE VI
MEMBERS

The Corporation shall have one or more members, divided into one or more classes as from time to time set forth in the bylaws. The designation of the class or classes of members and the qualifications, rights and methods of acceptance and expulsion of members shall be as time to time set forth in the Bylaws.

ARTICLE VII
BOARD OF TRUSTEES

The affairs of the Corporation shall be managed by a Board of Trustees. The method of electing Trustees of the Corporation shall be stated in the Bylaws of the Corporation. The number of Trustees shall be fixed as set forth in the Bylaws of the Corporation, but the number of Trustees shall not be fewer than three and not more than fifteen.

ARTICLE VIII
DISSOLUTION

Upon the dissolution of the Corporation, any assets remaining after payment or provision for its debts and liabilities shall be distributed pursuant to §38-1802.13a of the D.C. Code.

ARTICLE IX
TAX STATUS

It is intended that the Corporation shall have the status of an organization (i) which is exempt from federal income tax under Code Section 501(c)(3); (ii) to which contributions are deductible for federal income tax purposes under Code Section 170(c)(2); (iii) to which bequests are deductible for federal estate tax purposes under Code Section 2055(a)(2); and (iv) to which gifts are deductible for federal gift tax purposes under Code Section 2522(a)(2). These Articles shall be construed, and all authority and activities of the Corporation shall be limited, accordingly.

ARTICLE X
AMENDMENT

These Articles may only be amended or repealed as set forth in the Corporation's Bylaws.

ARTICLE XI
CODE REFERENCES

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

ARTICLE XII
INCORPORATOR

The name and address of the incorporator, who is older than eighteen years, is:

Tony Y. Chan
1900 K Street NW
Washington, D.C. 20006

Executed this 14th day of October, 2014.

Tony Y. Chan

BY-LAWS

OF

ROCKETSHIP EDUCATION D.C., PUBLIC CHARTER SCHOOL, INC.

ARTICLE I
PURPOSES, OPERATION

1.1. Purposes. The purposes of Rocketship Education D.C., Public Charter School, Inc. (the "Corporation") shall be as set forth in the Articles of Incorporation.

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

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

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

ARTICLE II
OFFICES

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

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

ARTICLE III
MEMBERS

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

3.2. Rights of the Sole Member. Subject to applicable laws and except as otherwise set forth in these By-laws, the Sole Member shall have all statutory rights as a "member" of the Corporation as defined in Title 29, Chapter 4, as amended, of the District of Columbia Code, including, but not limited to, the rights: (1) to approve the dissolution and liquidation of the Corporation; (2) to approve any plan of merger for the Corporation or any amendment to such plan; (3) to approve the sale, lease, exchange, or other disposition of all, or substantially all, of the Corporation's assets; (4) to inspect and copy any corporate records (including by an agent or attorney); and (5) to, at any time, remove any or all of the trustees of this Corporation, with or without cause, and then fill the vacancy or vacancies left by such removal. This Corporation may not, without the written consent of the Sole Member, make amendments to the Corporation's Articles of Incorporation or Bylaws. Except as otherwise permitted under the Corporation's Articles of Incorporation for a charitable Sole Member and applicable law, no right, title or interest in any property or earnings of the Corporation shall inure to any member during the existence of the Corporation or upon its dissolution.

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

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

3.5. Statutory Membership. Except as provided in Section 3.3, the Sole Member shall be the only statutory member of the Corporation, as the term "member" is defined in Title 4, Chapter 29, as amended, of the District of Columbia Code. Nothing in this Article III shall be construed to limit the Corporation's rights to refer to persons associated with it as members even though such persons are not

statutory members of the Corporation under section 29.401.02(24) of the District of Columbia Code, including honorary or donor members. The Corporation's Board of Directors may confer, by amendment of these Bylaws (subject to the approval required under Article XI), some or all of a statutory member's rights, as set forth in Chapter 29, upon any person. The Board of Directors may also, in its discretion, without establishing memberships, establish advisory councils, honorary boards, or other auxiliary groups as it deems appropriate, pursuant to Section 6.2, below.

ARTICLE IV
BOARD OF TRUSTEES

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

(a) Setting the enrollment and grade-level configuration for any schools operated by the Corporation, including increasing enrollment to maximum levels, subject to authorization from the proper authorities;

(b) Approval of annual budgets, calendars, salary schedules, major fundraising events, and grant writing for schools operated by the Corporation;

(c) Negotiation and approval of a Memorandum of Understanding ("MOU") or other contracts for the Corporation with the District of Columbia;

(d) Approval of all financial policies that set the processes and controls for contracts, expenditures and internal control;

(e) Supervisory oversight of personnel actions (including hiring, discipline and dismissal, subject to Trustee recusal for any actions involving such Trustee);

(f) Approval of all changes to the charter agreement to be submitted in accordance with applicable law;

(g) Participation, as necessary, in dispute resolution for the Corporation;

(h) Evaluation of principals of schools operated by the Corporation, subject to Trustee recusal for any actions involving such Trustee;

(i) Monitoring the performance of schools operated by the Corporation and taking necessary actions to ensure that such schools remain true to the Corporation's mission and charter;

(j) Monitoring the fiscal solvency of schools operated by the Corporation;

(k) Participating and monitoring, as necessary, any fiscal audits of the Corporation;

(l) Participating, as necessary, in any student expulsion matters;

(m) Participating in any training for Trustees regarding governance matters, strategic planning, or other corporate matters; and

(n) Increasing public awareness of the Corporation's activities.

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

(a) *Number.* The number of voting Trustees ("Trustees") shall be at least three (3), but no more than fifteen (15) Trustees. Three (3) initial voting Trustees ("Initial Trustees") shall be appointed by the incorporator. If and when the Corporation commences operation of its first school, the Corporation shall appoint the initial two (2) parents resident in the District of Columbia to serve as additional Trustees ("Parent Trustees") serving alongside the Initial Trustees. At least two (2) Parent Trustees shall remain on the Board of Trustees so long as the Corporation operates a school. Thereafter, the number of Trustees shall be determined from time to time by the Board of Trustees.

(b) *Elections*. Except for the Initial Trustees appointed by the Incorporator, Trustees shall be elected annually by the Board of Trustees.

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

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

4.3. Meetings.

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

(b) *Special Meetings*. Special meetings of the Board of Trustees may be called by or at the request of the President or any two Trustees upon notice given as provided in Section 4.5. The person or persons calling such meetings may fix any time or place for holding any special meeting of the Board of Trustees called by them.

(c) *Access*. Trustees may attend and participate in meetings by electronic means as provided in Section 4.4, below.

4.4. Electronic Meetings. The Trustees of the Corporation may participate in meetings of the Board of Trustees by, or such meetings may be conducted through the use of telephone, instant messaging, video-conference, or any other means of communication by which any of the following occurs:

(a) All participants may simultaneously hear or read each other's communications during the meeting, or

(b) All communication during the meeting is immediately transmitted to each participant and each participant is able to immediately send messages to all other participants.

A Trustee participating in a meeting by any means authorized in this Section 4.4 shall be deemed to be present in person at the meeting.

4.5. Notice. Except as otherwise provided by law, whenever notice of any meeting or other item must be given to Trustees, such notice shall be given at least five days in advance of the meeting or item requiring notice in writing and hand delivered, mailed postage prepaid, sent by email or facsimile, or sent by Federal Express or other commercial courier service, fees prepaid, to such address as the Trustee may have from time to time specified by written notice to the Secretary of the Corporation or, in the absence of any such specification at such address of such Trustee as may be determined with reasonable diligence. Hand-delivered notices and notices sent by email or facsimile shall be deemed given on the day they are so delivered or sent. Notices given by mail or by courier delivery shall be deemed given two business days after they are deposited in the mail or delivered to the courier service, as the case may be. Trustees and may waive notice of any meeting pursuant to Section 12.2. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board of Trustees need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

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

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

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

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

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

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

4.12. Informal Action. Any action required to be taken at a meeting of the Board of Trustees, or any other action which may be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by not less than two-thirds (2/3) of all of the Trustees then serving on the Board of Trustees, provided all Trustees receive notice of the text of the written consent and of its effective date and time. Any such consent signed by not less than two-thirds (2/3) of all of the Trustees has the same effect as a vote by such Trustees taken at a duly convened meeting of the Board of Trustees at which a quorum is present. If a written action is taken by less than all Trustees pursuant to this Section 4.12, notice will be provided to all Trustees of the text of the written consent and of its effective date and time, except that failure to provide such notice does not invalidate the action taken by the written consent. For purposes of this Section 4.12, "in writing" includes a communication that is transmitted or received by electronic means, and "signed" includes an electronic signature.

ARTICLE V
OFFICERS

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

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

5.3. Removal and Resignation of Officer. Any Officer may be removed from office, either with or without cause, by the affirmative vote of a majority of Trustees then in office. An Officer may

resign at any time by delivering a written resignation to the President or Secretary of the Corporation, which shall be effective as of the date that such notice is received by the President or Secretary or as of such other date as may be specified in such notice, as applicable.

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

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

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

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

5.8. Compensation of Officers. Officers of the Corporation shall serve without compensation. However, Officers may receive reasonable compensation for personal services rendered which are necessary to carry out the exempt purposes of the Corporation, so long as such compensation is authorized by the Board of Trustees. Any engagement of an Officer to provide services to the Corporation shall be in compliance with the Conflict of Interest Policy and its procedures, attached as Exhibit A to these Bylaws. In addition, Officers may receive reimbursement for reasonable expenses incurred in connection with Corporation matters if such reimbursement is not excessive and is authorized by the Board of Trustees.

ARTICLE VI
COMMITTEES OF THE BOARD OF TRUSTEES

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

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

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

6.4. Meetings and Actions of Committees. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of such committee, but, if less than such majority is present at a meeting, a majority of the voting members present may adjourn the meeting from time to time without notice. The act of a majority of the voting members present at a committee meeting at which a quorum is present shall be the act of the committee unless the action of a greater number is required by the resolutions establishing such committee. Committees shall keep regular minutes of their proceedings, cause them to be filed with the corporate records, and report the same to the Board of Trustees. Each committee shall make such reports to the Board of Trustees of its activities as the Board of Trustees may request.

ARTICLE VII
POLICIES

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

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

ARTICLE VIII
INDEMNIFICATION

8.1. Mandatory Indemnification. The Corporation shall indemnify its Trustees and Officers against any and all Liabilities in a manner consistent with Title 29, Chapter 4, as amended of the District of Columbia Code, and advance any and all reasonable expenses, incurred by them in any proceeding to which any Trustee or Officer is a party because such Trustee or Officer is a Trustee or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents acting within the scope of their duties as such to the same extent as Trustees or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which such person may be entitled under any written agreement, Board resolution, or otherwise.

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

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

8.3. Permissive Supplementary Benefits. The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against liability and advancement of expenses under Section 8.1 by (a) the purchase of insurance on behalf of any one or more of such Trustees or Officers, whether or not the Corporation would be obligated to indemnify or advance Expenses to such Trustee or Officer under Section 8.1, and (b) entering into individual or group indemnification agreements with any one or more of such Trustees or Officers.

8.4. Certain Restrictions. Notwithstanding any other provision of this Article to the contrary, for any time that the Corporation is treated as a "private foundation" under Internal Revenue Code Section 509 and taxes are potentially imposable under Internal Revenue Code Section 4941, no person shall be entitled to indemnification hereunder if such indemnification or the payment by the Corporation of any monies in connection therewith constitutes, or would constitute, an act of "self-dealing" within the meaning of Internal Revenue Code Section 4941. The Corporation shall have the right to rely on a written opinion of independent legal counsel with respect to any determination of "self-dealing" hereunder which shall be binding and conclusive unless a contrary determination shall be

made in any administrative or court proceeding and the time for appeal by either party to such proceeding shall have expired. If the Corporation shall have made any payment under this Article VIII prior to a determination that such payment constitutes an act of "self-dealing," the person to whom or for whose benefit such payment was made shall repay the amount thereof to the Corporation on demand if it should subsequently be determined that such payment constituted an act of "self-dealing." Nothing herein shall be construed as placing upon the Corporation any obligation to contest by court or administrative proceedings, or otherwise, any assertion that any indemnification or payment pursuant to this Article VIII constitutes an act of self-dealing. This provision is not intended to apply to the Corporation unless, under Internal Revenue Code Section 4941, taxes are potentially imposable on acts of self-dealing with the Corporation.

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

ARTICLE IX
MANAGEMENT, EMPLOYEES

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

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

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

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

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

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

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

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

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

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

ARTICLE XI
AMENDMENT

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

ARTICLE XII
MISCELLANEOUS

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

12.2. Waiver of Notice. Whenever any notice or waiver is required to be given under the provisions of District of Columbia law, or under the provisions of the Corporation's Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a Trustee or any other person at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee or other such person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

12.3. Tax Status. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Trustees of this

Corporation which would not be permitted to be taken by an organization described in Internal Revenue Code Section 501(c)(3).

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

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

12.6. Conflict of Laws. These Bylaws are intended to be consistent with, and shall be construed under, the laws of the District of Columbia without regard to conflicts of laws provisions.

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

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

EXHIBIT A

ROCKETSHIP EDUCATION D.C., PUBLIC CHARTER SCHOOL, INC.

CONFLICT OF INTEREST POLICY

ARTICLE I
PURPOSE

The Board of Trustees of Rocketship Education D.C., Public Charter School, Inc. (the "Board") which administers Rocketship Education D.C, Public Charter School, Inc. (the "Corporation") follows a policy of avoiding any conflict of interest or the appearance of any conflict of interest on the part of the members of the Board of the Corporation.

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

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

ARTICLE II
DEFINITIONS

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

2.2. An "Interested Person" is any Trustee, Officer, member of a committee with Board delegated powers or any other employee of the corporation whose involvement with a contract would result in the contract being a Conflicting Interest Contract or an Interested Party Contract.

2.3. A "Conflicting Interest Contract" is a mutually binding legal relationship with a value equal to or greater than $25,000 between a charter school and:

(a) one or more of its members of its board of trustees or staff with approval authority over contracts and transactions; or

(b) any other entity in which one or more of its members of its board of trustees or staff with approval authority over contracts and transactions are directors or officers, hold a similar position, or have a financial interest.

2.4. An "Interested Party Contract" is a mutually binding legal relationship with a value equal to or greater than $25,000 between a charter school and:

(a) a party who has a close familial relationship with a member of the school's board, the school's senior executive, or one of the top three highest paid employees of the school;

(b) a party who is owned by an individual with or has a board member who has a close familial relationship with a member of the school's board, the school's senior executive, or one of the top three highest paid employees of the school;

(c) any individual who is a founder or formerly served on the board of trustees of the school and has been separated from the school for less than ten years;

(d) any individual who was formerly a senior executive of or one of the top three highest paid employees of the school and has been separated from the school for less than ten years; or

(e) any party who is owned, i.e., the party owns or controls 5% or greater ownership interest in in the party, by the individuals in sections (c) or (d), above.

Neither a Conflicting Interest Contract nor an Interested Party Contract necessarily prohibits such a contract from being executed.

ARTICLE III
PROCEDURES

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

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

3.3. Procedures for Addressing the Conflict of Interest.

(a) The corporation is permitted to execute a Conflicting Interest Contract or an Interested Party Contract, as long as:

(i) The relationship or interest between the school and the counterparties listed in the definition of Conflicting Interest Contract or an Interested Party Contract, above, as it relates to the contract or transaction is disclosed to or known by the school's board of trustees and the board in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum;

(ii) The relationship or interest between the school and the counterparties listed in the definition of Conflicting Interest Contract or an Interested Party Contract, above, as it relates to the contract or transaction are disclosed to or known by the members entitled to vote, if any, and the contract or transaction is specifically approved in good faith by vote of those members; or

(iii) The contract or transaction is fair to the corporation as of the time it is authorized, approved, or ratified by the board of trustees or the members.

3.4. Violations of the Conflict of Interest Policy.

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

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

ARTICLE IV
RECORDS OF PROCEEDINGS

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

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

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

ARTICLE V
COMPENSATION

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

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

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

ARTICLE VI
ANNUAL STATEMENTS

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

ARTICLE VII
PERIODIC REVIEWS

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

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

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

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

STATEMENT OF TRUSTEE, OFFICER, COMMITTEE MEMBER OR EMPLOYEE OF ROCKETSHIP EDUCATION D.C., PUBLIC CHARTER SCHOOL, INC. AS TO ANY CONFLICT OF INTEREST

In accordance with the Conflicts of Interest Policy (the "Policy") of Rocketship Education D.C., Public Charter School, Inc. (the "Corporation"), I hereby affirm that:

1. I have received a copy of the Policy.

2. I have read and understand the Policy.

3. I agree to comply with the terms of the Policy.

4. I understand that the Corporation intends to qualify as a tax-exempt organization and that, in order to maintain a federal tax exemption, it must engage primarily in activities that accomplish one or more tax-exempt purposes.

5. To my present knowledge, neither I nor any member of my immediate family is a Trustee, trustee, Officer, shareholder, partner, member, owner, employee or agent of any business or organization with which the Corporation or any of its affiliates has, or in the foreseeable future probably would have, a transaction, contract or other relationship that may give rise to a conflict of interest on my part or the part of a member of my immediate family, except as follows:

_____

_____

_____

_____

_____

(*When in doubt if you have a potential conflict, please disclose potentially conflicting interests so that the board may determine if an actual conflict of interest exists.*)

I agree to report to the Secretary of the Corporation any changes in my response above as changes in my circumstances occur.

_____ _____

Signature Date

_____

Printed Name

Appendix 2.2

Attachment D

Charter Agreement Amendment

SECOND AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD AND ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between Rocketship Education D.C. Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**") and the District of Columbia Public Charter School Board ("**PCSB**" or the "**Charter Board**"; collectively, the "**Parties**"). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on December 10, 2014 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the "**Act**").

WHEREAS, on February 24, 2015, PCSB voted to approve a petition from the School Corporation to amend its charter agreement to correct the Effective Date and Term and Interim Financial Reports sections of the charter agreement.

NOW, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows:

SECTION 1. AMENDMENT

The School Corporation and PCSB agree to amend the Charter Agreement as follows:

1.1 Section 2.2 of the Charter Agreement is struck in its entirety and replaced with the following:

> **2.2** Age-Grade. Pursuant to §38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in ages/grades Prekindergarten-3 through Fifth Grade, or subsets of these ages/grades. In each of the succeeding four (4) Academic Years, the School may provide instruction to students in accordance with Schedule I. "Academic Year" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.
>
> **A.** The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802 .04(c)(10) of the Act in order to instruct students in any other age/grade.

1.2 Section 2.3 of the Charter Agreement is struck in its entirety and replaced with the following:

> **2.3** Goals and Academic Achievement Expectations
>
> **A.** The School Corporation has selected as its measure of academic achievement expectations for its prekindergarten-3 through fifth grade programming the indicators listed in the Early Childhood/Elementary/Middle School Performance Management Framework (**"EC/ES/MS PMF"**).

(i) Accordingly, changes to the EC/ES/MS PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights will automatically become part of the measurement of the school's academic achievement expectations. However, if changes other than those listed above are made to the EC/ES/MS PMF that the School Corporation elects not to accept, the School Corporation shall provide PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10).

(ii) If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section. ("**Campus**" is defined as a distinct grade-span, such as early childhood, elementary, middle, or high school, or a combination of the above. These may be in the same facility or different facilities).

B. Teacher Interaction Score. Per the EC/ES/MS PMF, PCSB will use a teacher interaction score to assess prekindergarten ("PK") instruction in schools with PK programs; this measure will be shown within the School Environment indicator on the EC/ES/MS PMF. The Classroom Assessment Scoring System ("CLASS") observation tool will measure teacher-student interaction. The table below describes each indicator of Student Growth and CLASS for which the school will be measured for its early childhood program. In addition, the school has chosen a number of assessments in literacy, math, and socio-emotional growth to be included in the EC/ES/MS PMF. The table below describes each assessment for which the school will be measured for its early childhood program and its missions-specific goal and whether or not each measure will be included in the School's Tier. If a measure is included in the School's EC/ES/MS PMF scoring, it will be so included in accordance with the standards outlined in the associated EC/ES/MS PMF policy and technical guide. If a measure is not included in the School's Tier, it will be displayed on the EC/ES/MS PMF as an untiered measure.

Domain	Goal/Assessment/Measure	Counts in PMF Scoring?
Pre-kindergarten Emotional Support	Classroom Assessment Scoring System (CLASS) Emotional Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Classroom Organization	Classroom Assessment Scoring System (CLASS) Classroom Organization Domain scored by an external vendor as designated by the publisher and detailed in the	Yes

	EC/ES/MS PMF Policy & Technical Guide for that given year.	
Pre-kindergarten Instructional Support	Classroom Assessment Scoring System (CLASS) Instructional Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Literacy Student Outcomes	Every Child Ready as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
Pre-kindergarten Math Student Outcomes	Every Child Ready as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
K –2 Literacy Outcomes	NWEA MAP – student growth as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
K-2 Mathematics Outcomes	NWEA MAP – student growth as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No

C. Standard for charter review and renewal. The school's early childhood/elementary/middle school program (prekindergarten-3 through fifth grade) will be deemed to have met its goals and academic achievement expectations if:

- At its five year review, the school earns at least 40% of the possible PMF points in at least two of the most recent three years in operation at the time of this review.

- At its ten year review, the school earns at least 50% of the possible PMF points in two of the most recent three years and not fewer than 45% in any of the previous five years.

- At its fifteen-year charter renewal in school year 2031-2032, and every review thereafter, the school earns at least 55% of the possible PMF points in two of the previous three years and not fewer than 45% for any of the past five years.

D. If any of the above targets are not met, PCSB may, at its discretion, determine the campus to have met it goals and academic achievement expectations if it has demonstrated consistent improvement over the course of the most recent five-year period.

E. The School Corporation shall conduct district-wide assessments for its students and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

F. The School Corporation shall provide PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by PCSB, or the manner in which the School will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

1.3 In Section 3.1 A of the Charter Agreement, the word "kindergarten" is struck and replaced with "prekindergarten-3."

1.4 In the top left cell of the table located in the Schedule I attached to the Charter Agreement the phrase "Grades (K-5)" is struck and replaced with the following "Grades (Prekindergarten-3 through 5)."

SECTION 2. CHARTER AGREEMENT

2.1 **Reservation of Rights**. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 **Continuing Effectiveness**. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

2.3 **Representations and Warranties.** The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

2.4 **Counterparts and Electronic Signature**. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

2.5 **Severability**. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment or in the Charter Agreement shall not in any way be affected or impaired thereby.

2.6 **Assignment**. This Amendment shall not be assignable by either Party; except that if PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

2.7 **No Third Party Beneficiary**. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

2.8 **Waiver**. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.

2.9 **Construction**. This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

2.10 **Dispute Resolution**. Neither PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature

of the dispute; and thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter Agreement pursuant to D.C. Code § 38-1802.13.

2.11 Notices. Any notice or other communication required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email, provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change of address is delivered) shall be as follows:

If to PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Rocketship Education D.C.
1227 Good Hope Road SE
Washington, DC 20020
Attention: Regional Director of Schools
Email: dc@rsed.org
Telephone 202-750-6402

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

ROCKETSHIP PUBLIC CHARTER SCHOOL

By:

Joey Sloter

Rocketship DC PCS Board Chair

Date: 11/5/15

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

By:

Darrin Woodruff, Ph.D.

PCSB Board Chair

Date:

Appendix 2.3

Charter Agreement Amendment

THIRD AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between Rocketship Education D.C. Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**") and the DC Public Charter School Board (originally "PCSB", hereinafter "**DC PCSB**" or the "**Charter Board**"; collectively, the "**Parties**").

WHEREAS, the Parties entered into a contract on December 10, 2014 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the "**Act**");

WHEREAS, on February 24, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to correct the Effective Date and Term and Interim Financial Reports sections of the charter agreement; and

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to expand its kindergarten through fifth grade education program to also offer grades pre-kindergarten-3 through pre-kindergarten-4 and enter into a management agreement with AppleTree Institute for Education Innovation.

NOW, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows:

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 Section 2.2 of the Charter Agreement is struck and replaced with the following:

A. Pursuant to § 38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in grades prekindergarten-3 ("**PK3**") through fifth. In each of the succeeding Academic Years, the School may provide instruction to students in accordance with Schedule I below. "Academic Year" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year. At capacity, the School shall provide instruction to students in grades PK-3 through fifth and serve 5,200 total students.

Schedule I. Maximum Enrollment Schedule

Rocketship Education D.C. Public Charter School

	2016-17 and Every Subsequent Year in Which the School	Every Year in Which the School Corporation Serves Students at	Every Year in Which the School Corporation Serves Students at	Every Year in Which the School Corporation Serves Students at	Every Year in Which the School Corporation Serves Students at	Every Year in Which the School Corporation Serves	Every Year in Which the School Corporation Serves Students at	Every Year in Which the School Corporation Serves Students at

	Corporation Serves Students at One Campus	Two Campuses	Three Campuses	Four Campuses	Five Campuses	Students at Six Campus	Seven Campuses	Eight Campuses
Total	650	1,300	1,950	2,600	3,250	3,900	4,550	5,200

The School Corporation may adjust the number of students in each grade level at each campus, while staying within the confines of the total local educational agency ("LEA") enrollment for each school year.

B. The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act in order to instruct students in any other grade.

1.2 Section 2.3 of the Charter Agreement is struck and replaced with the following:

2.3 Goals and Academic Achievement Expectations.

A. The School Corporation has selected as its measure of academic achievement expectations for its PK-3 through fifth grade programming the indicators listed in the Early Childhood/Elementary School/Middle School Performance Management Framework(s) ("**EC/ES/MS PMF**").

(i) Accordingly, changes to the PMF implemented by DC PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights automatically become part of the measurement of the School's academic achievement expectations. However, if changes other than those listed above are made to any PMF that the School Corporation elects not to accept, the School Corporation shall provide DC PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10).

(ii) When, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by DC PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section. ("**Campus**" is defined by DC PCSB's *Definition of School, Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the DC Office of the State Superintendent of Education ("**OSSE"**). A campus may have a distinct grade span, such as early childhood, elementary, middle, or high school, or a combination of the above. A campus may be in the same facility or different facilities.)

B. Teacher Interaction Score and Additional Measures. The full description of the PMF is contained in the associated Policy & Technical Guide ("PMF Guide"). Pursuant to the PMF Guide, DC PCSB will use a teacher interaction score to assess prekindergarten ("PK") instruction in schools with PK programs as shown in the chart below. If a measure is not included in the School Corporation's PMF scoring, it will be displayed on the school's report as an un-tiered measure. The table below includes both the teacher interactive score, which is part of the PMF score, and the additional measures that may be considered as part of review and renewal but are not part of the school's score.

Domain	Measure/Assessment	Counts in Scoring?
Pre-kindergarten Emotional Support	Classroom Assessment Scoring System (CLASS) Emotional Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Classroom Organization	Classroom Assessment Scoring System (CLASS) Classroom Organization Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Instructional Support	Classroom Assessment Scoring System (CLASS) Instructional Support Domain scored by an external vendor as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes
Pre-kindergarten Literacy Student Outcomes	**Every Child Ready** as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
Pre-kindergarten Math Student Outcomes	**Every Child Ready** as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
Pre-kindergarten Social Emotional Student Outcomes	**Every Child Ready** as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	No
Kindergarten – Second Grade Reading Student Outcomes	**NWEA MAP assessment)** as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes (only in 2016-17 and 2017-18)
Kindergarten-Second Grade Math Student Outcomes	**NWEA MAP assessment** as designated by the publisher and detailed in the EC/ES/MS PMF Policy & Technical Guide for that given year.	Yes (only in 2016-17 and 2017-18)

C. Standard for charter review and renewal. The School Corporation will be deemed to have met its goals and academic achievement expectations if:

Fifth-Year Charter Review: At its fifth-year charter review in school year 2020-2021, the School Corporation has earned at least 40% of the possible PMF points in at least two of the most recent three years in operation: SY 2017-18, 2018-19, and 2019-20.

Tenth-Year Charter Review: At its tenth-year charter review in school year 2025-2026, the School Corporation has earned at least 50% of the possible PMF points in two of the most recent three years: SY 2022-23, 2023-24, 2024-25; and has earned at least 45% in any four of the following five years: SY 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25.

Charter Renewal: At its fifteenth-year charter renewal review in school year 2030-31, the School Corporation has earned at least 55% of the possible PMF points in two of the following three years: SY 2027-28, 2028-29, and 2029-2030, and has earned at least 45% in any four of the following five years: 2025-26, 2026-27, 2027-28, 2028-29, and 2029-2030.

Improvement Provision: In cases where a School has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a School has met its goals and academic achievement expectations if it has demonstrated consistent improvement on overall PMF scores over the course of the most recent five-year period.

D. The School Corporation shall conduct district-wide assessments for its students and shall report the scores to DC PCSB in a timely manner, if DC PCSB does not receive them directly from OSSE.

E. The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by DC PCSB, or the manner in which the School will conduct district-wide assessments, in accordance with DC PCSB's *Charter Amendments for Revised Goals and Academic Achievement Expectations Policy* and no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

1.3 Section 3.1 of the Charter Agreement is struck and replaced with the following:

3.1 Location.

A. The School's first campus known as **Rocketship DC PCS – Rise Academy** (**"Rise Academy"**) shall be located at 2335 Raynolds Place SE, Washington, D.C. 20020. Beginning in School Year 2017-18, the School's second campus shall be located at 4250 Massachusetts Avenue SE, Washington, D.C. 20019 and known as the **4250 Massachusetts Avenue SE** campus (collectively, with the Raynolds Place location, **"the School Properties"**). DC PCSB reserves the right to delay or prohibit the School's opening of any new campus until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one month prior to the first day of the School's first Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

B. In the School's first Academic Year of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range and is permitted to open a second campus the year after its first Academic Year. Thereafter, beginning at the second anniversary of the first campus opening, the School Corporation shall be authorized to open and operate one additional campus at a different location for grades pre-kindergarten-3 through fifth per year, up to a maximum authorization of eight campuses, provided that in each year such increments are authorized, the School Corporation is meeting the following conditions:

(i) All previously authorized campuses have opened;

(ii) All operating DC campuses that have elementary school programs earn at least a 65%, or its equivalent, on the EC/ES/MS PMF for the most recent year of reporting;

(iii) All operating DC campuses have early learning programs that are the equivalent of Tier I status on the forthcoming Early Childhood PMF for the most recent year of reporting; and

(iv) There have been no material violations of the law and neither the school nor any of its campuses are under charter warning status by DC PCSB.

C. The School Corporation shall submit to PCSB for its approval the proposed location of additional campuses by April 1 prior to the Academic Year in which the additional campus will open. PCSB shall approve or deny the proposed location within ninety days of the School Corporation's submitted proposal. PCSB reserves the right to delay or prohibit the School's opening of each additional campus until the School Corporation has satisfied each of the pre- opening items listed in Attachment F at least one month prior to the first day of school at the additional facility.

D. If the School Corporation wishes to make changes to the provisions of Section 3. 1 (C), above, the School Corporation may submit a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act. Such an

amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB shall approve or deny the request within ninety days of the date of its submission.

E. The School shall not operate at a location(s) other than the School Property unless the School Corporation provides a written request for approval to DC PCSB at least three months prior to its intended relocation. Such a request for approval shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB reserves the right to delay or prohibit the School's opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in **Attachment F**, which should be completed at least one month prior to the first day of the School's operation at the new School Property.

1.4 Section 3.2 of the Charter Agreement is struck and replaced with the following:

3.2 Enrollment.

A. Enrollment in the School shall be open to all students of ages or in grades as set forth in Section 2.2 above who are residents of the District of Columbia. Students who are not residents of the District of Columbia may be enrolled at the School to the extent permitted by § 38-1802.06 of the Act. The School Corporation shall determine whether each student resides in the District of Columbia according to guidelines established by OSSE.

B. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in **Attachment G** and in accordance with the requirements of the Act. The random selection process shall include (i) an annual deadline for enrollment applications that is fair and set in advance of the deadline; and (ii) a process for selecting students for each Academic Year (a) if applications submitted by the deadline exceed available spaces, and (b) if spaces become available after the beginning of the Academic Year. The School Corporation has submitted a description of its current random selection process to DC PCSB (see **Attachment G**) and shall provide notice to DC PCSB if there are material changes made to the current random selection process. The School Corporation shall provide DC PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider any comments of DC PCSB staff, and its agents in connection with the proposed changes. Pursuant to its *Open Enrollment Policy*, DC PCSB may observe and monitor the random selection process.

C. The School shall maintain an enrollment substantially in accordance with **Schedule I** above. The School Corporation shall provide DC

PCSB a written request for approval for an increase in the maximum enrollment of the School pursuant to DC PCSB's *Enrollment Ceiling Increase Policy.* The School Corporation will not receive funding for students served in excess of its approved maximum enrollment.

1.5 Schedule I of the Charter Agreement is struck.

1.6 Section 3.3 of the Charter Agreement is struck and replaced with the following:

3.3 Disciplinary Policies.

A. The School Corporation shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students, and shall provide a copy of those policies and procedures to students and parents within the first ten business days of the beginning of the school year, and provide a copy to DC PCSB for its approval as part of the Annual Compliance Reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction and federal laws and regulations governing the discipline and placement of students with disabilities. However, the School Corporation agrees to provide DC PCSB with a written request for approval prior to the adoption of any material changes to its Discipline Policies that are to take effect before the next Annual Compliance Reporting.

B. Pursuant to DC PCSB's *Data and Document Submission Policy*, the School Corporation shall track and report suspensions and expulsions in accordance with the expectations for timely submission, including daily attendance, which is uploaded weekly, and discipline data, which is uploaded monthly. The School Corporation shall use the data management reporting software identified by DC PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

1.7 Attachment H to the Charter Agreement is struck.

SECTION 2. CHARTER AGREEMENT

2.1 **Reservation of Rights**. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 **Continuing Effectiveness**. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

2.3 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

2.4 Counterparts and Electronic Signature. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

2.5 Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment or in the Charter Agreement shall not in any way be affected or impaired thereby.

2.6 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

2.7 No Third Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

2.8 Waiver. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.

2.9 Construction. This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

2.10 Dispute Resolution. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

2.11 Notices. Any notice or other communication required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email, provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change of address is delivered) shall be as follows:

If to DC PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

2335 Raynolds Place SE, Washington, DC 20020
Attention: Jacque Patterson
jpatterson@rsed.org
301-627-2256

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL	**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**
By: _____	By: _____
Jolene Sloter	Darren Woodruff, Ph.D.
Rocketship PCS Board Chair	**DC PCSB** Board Chair
Date: 12/6/16	Date:

Appendix 2.4

Charter Agreement Amendment

FOURTH AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between Rocketship Education D.C. Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**") and the DC Public Charter School Board (originally "PCSB", hereinafter "**DC PCSB**" or the "**Charter Board**"; collectively, the "**Parties**"). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on December 10, 2014 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the "**Act**");

WHEREAS, on February 24, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to correct the Effective Date and Term and Interim Financial Reports sections of the charter agreement; and

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to expand its kindergarten through fifth grade education to also offer grades pre-kindergarten-3 through pre-kindergarten-4 and enter into a management agreement with AppleTree Institute Education Innovation; and

WHEREAS, on November 21, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to approve the School's second campus location, to revise the School's Goals, to correct the School's enrollment ceiling, and to remove the School's discipline policy.

NOW, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows:

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 Section 3.1(A) of the Charter Agreement is struck and replaced with the following:

> **3.1** Location.
>
> **A.** The School's first elementary campus known as **Rocketship PCS – Rise Academy ("Rise Academy")** shall be located at 2335 Raynolds Place SE, Washington, DC 20020. Beginning in School Year 2017-18, the School's second elementary campus will be located at 4250 Massachusetts Avenue SE, Washington, DC 200019 and known as **Rocketship PCS – Ward 7** (collectively, with the Raynolds Place Location, **"the School Properties"**). In School Year 2017-18, Rocketship PCS – Ward 7 will be temporarily located at AppleTree

Public Charter School – Oklahoma Ave at 330 21st Street NW, Washington, DC 20002 for PK-3 and PK-4 students for the entire 2017-18 School Year and Rise Academy for kindergarten through second grade students until the Rocketship PCS – Ward 7 campus is completed. DC PCSB reserves the right to delay or prohibit the School's opening until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one month prior to the first day of the School's first Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

SECTION 2. CHARTER AGREEMENT

2.1 Reservation of Rights. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 Continuing Effectiveness. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

2.3 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

2.4 Counterparts and Electronic Signature. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

2.5 Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment or in the Charter Agreement shall not in any way be affected or impaired thereby.

2.6 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

2.7 No Third Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

2.8 Waiver. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.

2.9 **Construction**. This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

2.10 **Dispute Resolution**. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

2.11 **Notices**. Any notice or other communication required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email, provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change of address is delivered) shall be as follows:

If to DC PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, DC 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

2335 Raynolds Place, SE,
Washington, DC 20020
Attention: Jacque Patterson
jpatterson@rsed.org
301-627-2256

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL	**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**
By	By:
Jolene Sloter	Darren Woodruff, Ph.D
Rocketship PCS Board Chair	**DC PCSB** Board Chair
Date: 7/6/17	Date: 7/6/2017

Appendix 2.5

Charter Agreement Amendment

FIFTH AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between Rocketship Education D.C. Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**"), and the DC Public Charter School Board (originally "PCSB", hereinafter "**DC PCSB**"; collectively, the "**Parties**"). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on December 10, 2014 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the "**Act**").

WHEREAS, on February 24, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to correct the Effective Date and Term and Interim Financial Reports sections of the Charter Agreement;

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to expand its kindergarten through fifth grade education to also offer grades pre-kindergarten-3 through pre-kindergarten-4 and enter into a management agreement with AppleTree Institute for Education Innovation;

WHEREAS, on November 21, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to approve the School Corporation's second campus location, to revise the School Corporation's Goals, to correct the School Corporation's enrollment ceiling, and to remove the School Corporation's discipline policy; and

WHEREAS, on June 19, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to identify a temporary facility for one of its campuses.

NOW, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows:

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 Section 3.1(A) of the Charter Agreement is struck and replaced with the following:

3.1 Location

A. The School Corporation's first elementary campus known as **Rocketship PCS – Rise Academy** ("Rise Academy") shall be located at 2335 Raynolds Place SE, Washington, DC 20020. Beginning in School Year 2017-18, the School Corporation's second elementary campus will be located at 4250 Massachusetts Avenue SE, Washington, DC 20019 and known as **Rocketship PCS – Legacy Prep** ("Legacy Prep"; collectively, with the Raynolds Place Location, the "**School Property**"). In School Year 2017-18, Legacy Prep will be temporarily located at AppleTree Public Charter School – Oklahoma Ave at 330 21st Street NW, Washington, DC 20002 for PK-3 and PK-4 students for the entire 2017-18 School Year, and at Rise Academy for kindergarten through second grade students until the Legacy Prep campus is completed. DC PCSB reserves the right to delay or prohibit the School's opening until the School Corporation has satisfied each of the pre-opening items listed in Attachment F at least one month prior to the first day of the School Corporation's opening until the School Corporation has satisfied each of the pre-opening items listed in **Attachment F** at least one month prior to the first day of the School Corporation's first Academic Year. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

SECTION 2. CHARTER AGREEMENT

2.1 Reservation of Rights. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 Continuing Effectiveness. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

SECTION 3. OTHER PROVISIONS

3.1 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

3.2 Counterparts and Electronic Signature. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

3.3 Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and

enforceability of the remaining provisions or obligations in this Amendment or in the Charter Agreement shall not in any way be affected or impaired thereby.

3.4 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

3.5 No Third-Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

3.6 Waiver. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.

3.7 Construction. This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

3.8 Dispute Resolution. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

3.9 Notices. Any notice or other communication required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email, provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change of address is delivered) shall be as follows:

If to DC PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, DC 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Rocketship Education D.C. Public Charter School
2335 Raynolds Place, SE
Washington, DC 20020
Attention: Jacque Patterson, Executive Director
jpatterson@rsed.org
Telephone: (202) 627-2556

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

ROCKETSHIP EDUCATION DC PUBLIC CHARTER SCHOOL	**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**
By:_____	By:_____
Jolene Sloter	Rick Cruz
Rocketship PCS Board Chair	**DC PCSB** Board Chair
Date: 5/17/18	Date: 5/21/2018

Appendix 2.6

Charter Agreement Amendment

SIXTH AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between Rocketship Education D.C. Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**"), and the DC Public Charter School Board (originally "**PCSB**," hereinafter "**DC PCSB**"; collectively, the "**Parties**"). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on December 10, 2014 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the "**Act**");

WHEREAS, on February 24, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to correct the Effective Date and Term and Interim Financial Reports sections of the Charter Agreement;

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to expand its kindergarten through fifth grade education to also offer grades pre-kindergarten-3 through pre-kindergarten-4 and enter into a management agreement with AppleTree Institute for Education Innovation;

WHEREAS, on November 21, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to approve the School Corporation's second campus location, to revise the School Corporation's goals, to correct the School Corporation's enrollment ceiling, and to remove the School Corporation's discipline policy;

WHEREAS, on June 19, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to identify a temporary facility for one of its campuses; and

WHEREAS, on May 21, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change the name of one of its campuses.

NOW, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows:

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 Section 3.1 of the Charter Agreement is struck in its entirety and replaced with the following:

3.1 Location

A. For School Year (SY) 2018-19, the School Corporation will operate two campuses under the Charter, the names, addresses, and grade spans of which are listed in the table below. Collectively, these locations shall be considered the "**School Property**." The School Corporation has been authorized to open a third campus, but the campus has not yet opened.

Campus Name	Grade Span at Capacity	Location
Rise Academy	PK-3 – 5	2335 Raynolds Place SE, Washington, DC 20020
Legacy Prep	PK-3 – 5	4250 Massachusetts Avenue SE, Washington, DC 20019

B. In the School's first Academic Year of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range, and is permitted to open a second campus the year after its first Academic Year. Thereafter, beginning at the second anniversary of the first campus opening, the School Corporation shall be authorized to open and operate one additional campus per year, at a different location, for grades pre-kindergarten-3 through fifth. This authorization shall extend up to a maximum of eight total campuses operated by the School Corporation, including the first and second campuses. In order to be authorized to open an additional campus, the School Corporation must be meeting the following conditions as of September 1 the year in which the authorization is granted, which shall be at least one school year prior to the year in which the additional campus is scheduled to open:

i. All previously authorized campuses have opened;
ii. All operating DC campuses that reported a score in the most recent year of reporting earn at least 65%, or its equivalent, on the EC/ES/MS PMF for the most recent year of reporting; and
iii. There have been no material violations of the law and neither the school nor any of its campuses are under charter warning status by DC PCSB.

The School Corporation is not obligated to open a new campus each school year and may delay opening an authorized campus without forfeiting the authorization. The School Corporation must notify DC PCSB of its intent to open a new campus by September 1 of the year prior to the school year in which the new campus is scheduled to open.

C. In SY 2019-20, the School Corporation may open only one campus, the previously authorized third campus, and may not open its fourth campus until it has satisfied all the conditions in paragraph B above.

D. The School Corporation shall submit to DC PCSB for its approval the proposed location of each new campus by March 1 prior to the school year in which the new campus will open. DC PCSB shall approve or deny the proposed location within ninety days of the School Corporation's submitted proposal. DC PCSB reserves the right to delay or prohibit the School's opening of each new campus until the School Corporation has satisfied each of the preopening items listed in **Attachment F** at least one month prior to the first day of school at the new campus.

E. For all new campuses, including the previously authorized third campus, the School Corporation may only open the new campus if the School Corporation submits a signed lease to DC PCSB for the campus's facility no later than March 1 prior to the school year in which the new campus is scheduled to open. If the School Corporation is unable to provide a signed lease for the new campus by the March 1 deadline, the opening of that campus will automatically be delayed by at least one additional school year.

F. If the School Corporation wishes to make changes to the provisions of this Section 3.1, the School Corporation may submit a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB shall approve or deny the request within ninety days of the date of its submission.

G. The School shall not operate at a location other than the School Property unless the School Corporation provides a written request for approval to DC PCSB at least three months prior to its intended relocation. Such a request for approval shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB reserves the right to delay or prohibit the School's opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in **Attachment F**, which should be completed at least one month prior to the first day of the School's operation at the new School Property. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

SECTION 2. CHARTER AGREEMENT

2.1 <u>Reservation of Rights</u>. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 Continuing Effectiveness. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

SECTION 3. OTHER PROVISIONS

3.1 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

3.2 Counterparts and Electronic Signature. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

3.3 Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment or in the Charter Agreement shall not in any way be affected or impaired thereby.

3.4 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

3.5 No Third-Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

3.6 Waiver. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.

3.7 Construction. This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

3.8 Dispute Resolution. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

3.9 **Notices**. Any notice or other communication required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email, provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change of address is delivered) shall be as follows:

If to DC PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, DC 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Rocketship Education DC Public Charter School
2335 Raynolds Place SE
Washington, DC 20020
Attention: Cheye Calvo, Executive Director
ccalvo@rsed.org
Telephone: (202) 627-2256

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

ROCKETSHIP EDUCATION DC PUBLIC CHARTER SCHOOL	**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**
By: _____	By: _____
Jolene Sloter	Rick Cruz
Rocketship PCS Board Chair	**DC PCSB** Board Chair
Date: 7/20/18	Date: 7/23/2018

Appendix 2.7

Charter Agreement Amendment

SEVENTH AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between Rocketship Education D.C. Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**"), and the DC Public Charter School Board (originally "PCSB;" hereinafter "**DC PCSB**;" collectively, the "**Parties**"). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on December 10, 2014 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the "**Act**");

WHEREAS, on February 24, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to correct the Effective Date and Term and Interim Financial Reports sections of the Charter Agreement;

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to expand its kindergarten through fifth grade education to also offer grades pre-kindergarten-3 through pre-kindergarten-4 and enter into a management agreement with AppleTree Institute for Education Innovation;

WHEREAS, on November 21, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to approve the School Corporation's second campus location, to revise the School Corporation's goals, to correct the School Corporation's enrollment ceiling, and to remove the School Corporation's discipline policy;

WHEREAS, on June 19, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to identify a temporary facility for one of its campuses;

WHEREAS, on May 21, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change the name of one of its campuses; and

WHEREAS, on July 23, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to postpone the opening of its third campus.

NOW, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows:

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 Section 3.1 of the Charter Agreement is struck in its entirety and replaced with the following:

3.1 Location

A. For school year ("SY") 2019-20, the School Corporation will operate two campuses under the Charter, the names, addresses, and grade spans of which are listed in the table below. Beginning in SY 2020-21, the School Corporation will operate a third campus under the Charter, the address and grade span of which is listed in the table below. Collectively, these locations shall be considered the "**School Property**."

Campus Name	Grade Span at Capacity	Location
Rocketship PCS - Rise Academy	PK-3 – 5	2335 Raynolds Place SE, Washington, DC 20020
Rocketship PCS - Legacy Prep	PK-3 – 5	4250 Massachusetts Avenue SE, Washington, DC 20019
Rocketship PCS - Ward 5[1]	PK-3 – 5	5450 3rd Street NE, Washington, DC 20011

B. In the School's first Academic Year of operation, the School Corporation shall operate a single-campus school, with a distinct age and/or grade range, and is permitted to open a second campus the year after its first Academic Year. Thereafter, beginning at the second anniversary of the first campus opening, the School Corporation shall be authorized to open and operate one additional campus per year, at a different location, for grades pre-kindergarten-3 through fifth. This authorization shall extend up to a maximum of eight total campuses operated by the School Corporation, including the first and second campuses. In order to be authorized to open an additional campus, the School Corporation must be meeting the following conditions as of September 1 the year in which the authorization is granted, which shall be at least one school year prior to the year in which the additional campus is scheduled to open:

i. All previously authorized campuses have opened;
ii. All operating DC campuses that reported a score in the most recent year of reporting earn at least 65%, or its equivalent, on the EC/ES/MS PMF for the most recent year of reporting; and

[1] The name of the campus is to be determined.

iii. There have been no material violations of the law and neither the school nor any of its campuses are under charter warning status by DC PCSB.

The School Corporation is not obligated to open a new campus each school year and may delay opening an authorized campus without forfeiting the authorization. The School Corporation must notify DC PCSB of its intent to open a new campus by September 1 of the year prior to the school year in which the new campus is scheduled to open.

C. In SY 2020-21, the School Corporation may open only one campus, the previously authorized third campus, and may not open a fourth campus until it has satisfied all the conditions in paragraph B above.

D. The School Corporation shall submit to DC PCSB for its approval the proposed location of each new campus by March 1 prior to the school year in which the new campus will open. DC PCSB shall approve or deny the proposed location within ninety days of the School Corporation's submitted proposal. DC PCSB reserves the right to delay or prohibit the School's opening of each new campus until the School Corporation has satisfied each of the preopening items listed in **Attachment F** at least one month prior to the first day of school at the new campus.

E. For all new campuses, the School Corporation may only open the new campus if the School Corporation submits a signed lease to DC PCSB for the campus's facility no later than March 1 prior to the school year in which the new campus is scheduled to open. If the School Corporation is unable to provide a signed lease for the new campus by the March 1 deadline, the opening of that campus will automatically be delayed by at least one additional school year.

F. If the School Corporation wishes to make changes to the provisions of this Section 3.1, the School Corporation may submit a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB shall approve or deny the request within ninety days of the date of its submission.

G. The School shall not operate at a location other than the School Property unless the School Corporation provides a written request for approval to DC PCSB at least three months prior to its intended relocation. Such a request for approval shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by DC PCSB in the Petition. DC PCSB reserves

the right to delay or prohibit the School's opening at the new property until the School Corporation has satisfied the pre-opening requirements listed in **Attachment F**, which should be completed at least one month prior to the first day of the School's operation at the new School Property. A copy of the information submitted to DC PCSB pursuant to **Attachment F** shall be kept on file at the School.

SECTION 2. CHARTER AGREEMENT

2.1 Reservation of Rights. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 Continuing Effectiveness. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

SECTION 3. OTHER PROVISIONS

3.1 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

3.2 Counterparts and Electronic Signature. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

3.3 Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment or in the Charter Agreement shall not in any way be affected or impaired thereby.

3.4 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

3.5 No Third-Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

3.6 **Waiver**. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.

3.7 **Construction**. This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

3.8 **Dispute Resolution**. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

3.9 **Notices**. Any notice or other communication required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email, provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change of address is delivered) shall be as follows:

If to DC PCSB:

District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, DC 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
(202) 328-2660

If to the School Corporation:

Rocketship Education D.C. PCS
2335 Raynolds Place SE
Washington, DC 20020
Attention: Joyanna Smith
josmith@rsed.org
(202) 627-2256

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL	**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**
By:_ __	By:_ _____
Jolene Sloter	Rick Cruz
Rocketship PCS Board Chair	**DC PCSB** Board Chair
Date: 10/23/19	Date: 10/28/2019

Appendix 2.8

Charter Agreement Amendment

EIGHTH AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between Rocketship Education D.C. Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**"), and the DC Public Charter School Board (originally "PCSB;" hereinafter "**DC PCSB**;" collectively, the "**Parties**"). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on December 10, 2014 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the "**Act**");

WHEREAS, on February 24, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to correct the Effective Date and Term and Interim Financial Reports sections of the Charter Agreement;

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to expand its kindergarten through fifth grade education to also offer grades pre-kindergarten-3 through pre-kindergarten-4 and enter into a management agreement with AppleTree Institute for Education Innovation;

WHEREAS, on November 21, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to approve the School Corporation's second campus location, to revise the School Corporation's goals, to correct the School Corporation's enrollment ceiling, and to remove the School Corporation's discipline policy;

WHEREAS, on June 19, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to identify a temporary facility for one of its campuses;

WHEREAS, on May 21, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change the name of one of its campuses;

WHEREAS, on July 23, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to postpone the opening of its third campus; and

WHEREAS, on October 28, 2019, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to identify the facility for its third campus.

NOW, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows:

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 New paragraphs H, I, and J are added to Section 3.1 of the Charter Agreement to read as follows:

H. Prior to December 31, 2020, or such later extended date as may be requested by the School Corporation and approved by DC PCSB (the " DC PCSB Determination Date"), the School Corporation shall undertake and complete, to DC PCSB's reasonable satisfaction, the following actions:

i. A thorough security assessment, through DC PCSB's security consultant or other qualified security consultant approved by DC PCSB, of the School Corporation's

existing two DC campuses, including an assessment of all dismissal procedures. This security assessment shall be updated to include the third campus of the School Corporation as part of the preopening requirements listed in Attachment F hereto.

ii. Develop a policy or set of protocols (or provide any existing policy or set of protocols) for communicating with families, the school community, and DC PCSB following serious safety and security incidents. Such policy or set of protocols shall be consistent with those in use by DC public charter schools generally and shall be subject to the reasonable approval of DC PCSB.

iii. Provide training of the type and nature in use by DC public charter schools generally for all school staff who have direct interaction with students, including staff in the aftercare program, around student safety and security, risk assessment, dismissal procedures, and the school's communication protocols.

iiii. As necessary based on the above actions and consistent with similar protocols in use by other DC charter schools generally, submit to DC PCSB a revised set of 1) its safety and security protocols, and 2) its communication protocols, both for internal communication among school personnel, and for external communication with parents, the school community, and DC PCSB.

v. Undergo ongoing scheduled, or as deemed reasonably necessary, unscheduled monitoring visits from DC PCSB at the school and the aftercare program to assess safety and security, as well as to determine the extent of completion of the above actions. Any written concerns identified during such visits shall be discussed with the School Corporation and addressed by the School Corporation within the timeframes mutually determined by DC PCSB and the School Corporation.

vi. At such times as may be reasonably requested by DC PCSB, appear before the DC PCSB Board to discuss the progress to date made by the School Corporation in completing the above actions to the satisfaction of DC PCSB.

I. While the school may at any time receive authorization to open its fourth campus, pursuant to section 3.1(B) of this agreement, the school agrees that it will not without the consent of DC PCSB open its fourth campus earlier than the beginning of School Year 2022-23.

J. On or before the DC PCSB Determination Date, DC PCSB shall determine the extent to which the School Corporation has completed the above actions and notify the School Corporation of such determination.

SECTION 2. CHARTER AGREEMENT

2.1 **Reservation of Rights**. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 **Continuing Effectiveness**. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

SECTION 3. OTHER PROVISIONS

3.1 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

3.2 Counterparts and Electronic Signature. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

3.3 Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment or in the Charter Agreement shall not in any way be affected or impaired thereby.

3.4 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

3.5 No Third-Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

3.6 Waiver. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.

3.7 Construction. This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

3.8 Dispute Resolution. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

3.9 Notices. Any notice or other communication required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email, provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change of address is delivered) shall be as follows:

If to DC PCSB:

District of Columbia Public Charter School Board

3333 14th St., NW; Suite 210

Washington, DC 20010

Attention: Scott Pearson, Executive Director

spearson@dcpcsb.org

(202) 328-2660

If to the School Corporation:

Rocketship Education D.C. PCS
2335 Raynolds Place SE
Washington, DC 20020
Attention: Joyanna Smith
josmith@rsed.org
(202) 627-2256

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL	**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**
By:_	By:_
Jolene Sloter	Rick Cruz
Rocketship PCS Board Chair	**DC PCSB** Board Chair
Date: 12/11/19	Date:12/16/2019

Appendix 2.9

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Charter Agreement Amendment

NINTH AMENDMENT TO THE 2014 CHARTER SCHOOL AGREEMENT BETWEEN DC PUBLIC CHARTER SCHOOL BOARD AND ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

This Amendment (the "**Amendment**") is entered into by and between Rocketship Education D.C. Public Charter School, a District of Columbia nonprofit corporation (the "**School Corporation**"), and the DC Public Charter School Board (originally "PCSB;" hereinafter "**DC PCSB**;" collectively, the "**Parties**"). It is effective as of the date it is fully executed.

WHEREAS, the Parties entered into a contract on December 10, 2014 (the "**Charter Agreement**"), wherein the School Corporation agreed, among other things, to operate a public charter school (the "**School**") in the District of Columbia in accordance with the District of Columbia School Reform Act of 1995, D.C. Code §§ 38-1802 *et seq.*, as amended (the "**Act**");

WHEREAS, on February 24, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to correct the Effective Date and Term and Interim Financial Reports sections of the Charter Agreement;

WHEREAS, on October 26, 2015, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to expand its kindergarten through fifth grade education to also offer grades pre-kindergarten-3 through pre-kindergarten-4 and enter into a management agreement with AppleTree Institute for Education Innovation;

WHEREAS, on November 21, 2016, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to approve the School Corporation's second campus location, to revise the School Corporation's goals, to correct the School Corporation's enrollment ceiling, and to remove the School Corporation's discipline policy;

WHEREAS, on June 19, 2017, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to identify a temporary facility for one of its campuses;

WHEREAS, on May 21, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to change the name of one of its campuses;

WHEREAS, on July 23, 2018, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to postpone the opening of its third campus;

WHEREAS, on October 28, 2019, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to identify the facility for its third campus; and

WHEREAS, on December 16, 2019, DC PCSB voted to approve a petition from the School Corporation to amend its Charter Agreement to add safety requirements.

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NOW, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows:

SECTION 1. AMENDMENT

The School Corporation and DC PCSB agree to amend the Charter Agreement as follows:

1.1 Section 2.3 of the Charter Agreement is struck in its entirety and replaced with the following:

2.3 Goals and Academic Achievement Expectations

A. The School Corporation has selected as its measure of academic achievement expectations for its PK-3 through fifth grade programming the indicators listed in the Early Childhood/Elementary School/Middle School (PK-8) Performance Management Framework ("**PMF**").

(i) Changes to the PMF implemented by DC PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights automatically become part of the measurement of the School's academic achievement expectations. However, if changes other than those listed above are made to any PMF that the School Corporation elects not to accept, the School Corporation shall provide DC PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10). Nothing in this paragraph shall be construed to limit the ability of DCI to submit a petition to DC PCSB for revision pursuant to § 38-1802.04(c)(10) to amend its goals and academic achievement expectations in accordance with Section 2.3(D) below.

(ii) The School Corporation currently operates multiple campuses. If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated individually by DC PCSB using the measurement of academic achievement expectations and goals outlined in this Section. ("**Campus**" is defined by DC PCSB's *Definition of School, Campus and Facility Policy* as having: a distinct grade range; a single school leader responsible for the academic program for the entire grade span of the campus; distinct goals to measure progress and attainment; student matriculation from one grade to the next in a clear progression that does not require internal lotteries; an LEA identifier; and a unique campus-identifier assigned to it by the DC Office of the State Superintendent of Education ("**OSSE"**). A campus may have a distinct grade span, such as early childhood, elementary, middle, or high school, or a combination of the above. A campus may be in the same facility or different facilities.)

B. Standard for charter review and renewal. The School Corporation's five-year charter review will occur in school year 2020-21; its ten-year charter review will occur in school year 2025-26; and its fifteen-year charter renewal will occur in

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school year 2030-31. The School Corporation as a whole will be deemed to have met its goals and academic achievement expectations if each individual campus:

Fifth-Year Charter Review: At its fifth-year charter review, obtains an average PMF score for school years 2016-17, 2017-18, and 2018-19 equal to or exceeding 40%.

Tenth-Year Charter Review: At its tenth-year charter review, obtains an average PMF score for school years 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25 equal to or exceeding 45%.

Charter Renewal: At its fifteen-year charter renewal, obtains an average PMF score for school years 2025-26, 2026-27, 2027-28, 2028-29, and 2029-30 equal to or exceeding 50%.

In cases where a school has not achieved the above threshold, the DC PCSB Board may, at its discretion, determine that a school has met its goals and student achievement expectations if the School Corporation has met either or both of the following:

Improvement Provision: The School Corporation has demonstrated consistent improvement on overall PMF scores during the most recent three years of the review period.[1] In exercising its discretion, the DC PCSB Board shall also consider the strength of un-tiered measures.

Demonstrated Promise Provision: At charter renewal, the school has earned a PMF score equal to or exceeding 50 in the most recent year of the PMF (the last year of the review period); OR the school's rating[2] on OSSE's School Transparency and Report (STAR) framework for the most recent year is a 3 or above.[3]

C. The School Corporation shall conduct district-wide assessments for its students and shall report the scores to DC PCSB in a timely manner, if DC PCSB does not receive them directly from OSSE.

D. The School Corporation shall provide DC PCSB a petition for charter revision pursuant to § 38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by

[1] For any year within the review period that DC PCSB issues no PMF score or tier, this year will not be included in the improvement provision for purposes of determining "the most recent three years."
[2] DC PCSB reserves the right to remove the STAR rating from consideration if material changes are made to the framework.
[3] By adopting this policy, the school confirms that it will allow DC PCSB to obtain and utilize embargoed STAR data from OSSE as early as possible to determine if this provision has been met. The school agrees to cooperate fully with DC PCSB and OSSE to facilitate DC PCSB's access to and use of all STAR data, including embargoed or otherwise confidential data.

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DC PCSB, or the manner in which the School will conduct district-wide assessments, in accordance with DC PCSB's *Charter Amendments for Revised Goals and Academic Achievement Expectations Policy* and no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

E. Teacher interaction score and additional measures. The full description of the PMF is contained in the associated Policy & Technical Guide ("**PMF Guide**"). Pursuant to the PMF Guide, DC PCSB will use a teacher interaction score to assess pre-kindergarten instruction in schools with prekindergarten programs. Additionally, the School Corporation shall annually select, administer, and report on literacy and math (and optional socioemotional) assessments for its students in pre-kindergarten through second grade, if applicable. The School Corporation shall only select early childhood assessments for the purposes of the PMF that have been approved by DC PCSB in the PMF Guide for the corresponding year. The School Corporation will certify annually, in accordance with the schedule and process to be determined by DC PCSB, which early childhood assessments it will administer each year for the purposes of the PMF. If a measure is not included in the School Corporation's PMF scoring according to the PMF Guide for the corresponding year, it will be displayed on the School's Score Card(s) as an untiered measure in that year. If the School Corporation fails to administer the previously certified early childhood assessment(s) for the purposes of the PMF for the corresponding year or fails to certify any such assessments, it will receive a score of zero on the corresponding measures on the School's Score Card(s) for that year.

1.2 Section 3.1(A) of the Charter Agreement is struck in its entirety and replaced with the following:

3.1 Location

A. For school year ("SY") 2019-20, the School Corporation will operate two campuses under the Charter, the names, addresses, and grade spans of which are listed in the table below. Beginning in SY 2020-21, the School Corporation will operate a third campus under the Charter, Rocketship PCS – Infinity Community Prep, the address and grade span of which is listed in the table below. Collectively, these locations shall be considered the "**School Property**."

Campus Name	Grade Span at Capacity	Location
Rocketship PCS - Rise Academy	PK-3 – 5	2335 Raynolds Place SE, Washington, DC 20020
Rocketship PCS - Legacy Prep	PK-3 – 5	4250 Massachusetts Avenue SE, Washington, DC 20019
Rocketship PCS - Infinity Community Prep	PK-3 – 5	5450 3rd Street NE, Washington, DC 20011

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SECTION 2. CHARTER AGREEMENT

2.1 Reservation of Rights. The Parties reserve their rights under the Charter Agreement. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the Charter Agreement, or constitute a waiver of any other provision of the Charter Agreement, other than the provision(s) specified in Section 1 of this Amendment.

2.2 Continuing Effectiveness. Except as expressly provided in this Amendment, all of the terms and conditions of the Charter Agreement remain in full effect.

SECTION 3. OTHER PROVISIONS

3.1 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

3.2 Counterparts and Electronic Signature. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

3.3 Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment or in the Charter Agreement shall not in any way be affected or impaired thereby.

3.4 Assignment. This Amendment shall not be assignable by either Party; except that if DC PCSB shall no longer have authority to charter public schools in the District of Columbia, DC PCSB may assign this Amendment to any entity authorized to charter or monitor public charter schools in the District of Columbia.

3.5 No Third-Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

3.6 Waiver. No waiver of any breach of this Amendment or the Charter Agreement shall be held as a waiver of any other subsequent breach.

3.7 Construction. This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

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3.8 **Dispute Resolution**. Neither DC PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Amendment or the Charter Agreement without first providing written notice to the other Party hereto describing the nature of the dispute; and thereafter, having representatives of DC PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict DC PCSB's ability to revoke, not renew, or terminate the Charter pursuant to § 38-1802.13 of the Act, or to exercise any other authority pursuant to the Charter Agreement, this Amendment, or the law.

3.9 **Notices**. Any notice or other communication required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email, provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; (ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change of address is delivered) shall be as follows:

If to DC PCSB:
District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, DC 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
(202) 328-2660

If to the School Corporation:
Rocketship Education D.C. Public Charter School
2335 Raynolds Place SE
Washington, DC 20020
Attention: Joyanna Smith, Regional Director
josmith@rsed.org
(202) 627-2256

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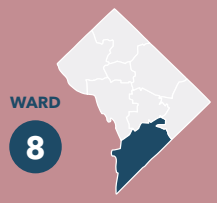
IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL	**DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**
By: _____	By: _____
Jolene Sloter	Rick Cruz
Rocketship PCS Board Chair	**DC PCSB** Board Chair
Date: 6/18/2020	Date: 07/07/2020

Appendix A1

2017 School Quality Report

DC PUBLIC CHARTER SCHOOL BOARD



Rocketship DC PCS – Rise Academy

2335 Raynolds Place SE
Washington, DC 20020

202-750-7177
www.rsed.org/dc

TOTAL SCORE

71.3%

* This school is not receiving a PMF tier this year because 2016–17 was its first school year. Data have been reported on all measures, where available. It will receive a tier beginning in the 2017–18 school year.

School Profile (2017–18)

Board Chair
Jolene Sloter

Regional Director
Jacque Patterson

Principal
Joshua Pacos

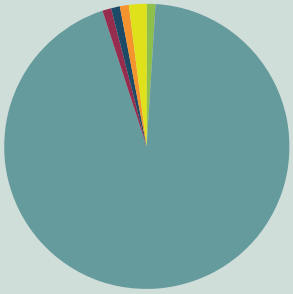
First School Year
2016–17

Grades Served

Current Grades: PK3, PK4, K, 1, 2, 3
Future Grades: 4, 5
6, 7, 8, 9, 10, 11, 12, Adult Ed

Student Demographics (2016–17)

Total Enrollment
441



Asian	0.5%
Black Non-Hispanic	95.9%
Hispanic / Latino	0.9%
Native American / Alaska Native	0.5%
Pacific Islander / Native Hawaiian	0.0%
White Non-Hispanic	0.2%
Multiracial	2.0%

English Language Learner
1.6%

Economically Disadvantaged
>60%*

Special Education
12.0%

At-Risk Population
78.9%

** Community Eligible Schools serve at least 60% low-income students and offer free school meals to all students.*

Tier Explanations

1. **High Performing** (65.0% - 100.0%)
2. **Mid Performing** (35.0% - 64.9%)
3. **Low Performing** (0.0% - 34.9%)

For schools serving grades PK–12, DC PCSB uses the **Performance Management Framework (PMF)** to assess school-wide academic performance. Schools are rated by tiers: **Tier 1** schools meet standards of high performance; **Tier 2** schools fall short of high performance standards but meet minimum overall performance standards; and **Tier 3** schools fall significantly short of high performance standards, showing inadequate performance.

A Note from the School

At Rocketship Public Schools, we believe in the infinite possibility of human 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. We are a collective of parents, teachers, leaders, and students working together to transform the future for underserved communities across our country. At Rocketship Public Schools, we are unleashing potential.

Rocketship DC PCS – Rise Academy

2017 School Quality Report

(2016–17)

Grades Measured: PK3–2

KEY

	Points Earned *out of* Points Possible	Percent of Possible Points
Student Progress (50 points): Academic Improvement Over Time		
Growth on the school's NWEA MAP assessment in reading	**17.5** *out of* 25.0	70.0%
Growth on the school's NWEA MAP assessment in mathematics	**25.0** *out of* 25.0	100.0%
School Environment (40 points): Predictors of Future Student Progress and Achievement		
Attendance		
In-seat attendance	**0.3** *out of* 10.0	3.0%
Re-enrollment		
Percent of students eligible to re-enroll	**0.0** *out of* 0.0	N/A
Teacher Interaction Observations: Classroom Assessment Scoring System (CLASS)		
Emotional Support	**8.7** *out of* 10.0	86.7%
Classroom Organization	**8.7** *out of* 10.0	86.7%
Instructional Support	**4.0** *out of* 10.0	40.0%
TOTAL SCORE	64.2 *out of* 90	**71.3%**

Additional Measures: Early Childhood Student Outcomes on School-Selected Assessments

PK Pre-Literacy: Every Child Ready (ECR)
Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year

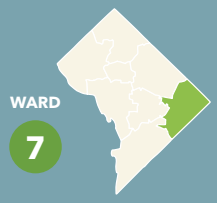
PK Math: Every Child Ready (ECR)
Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year

For a more detailed explanation of the categories, see our technical guide.

Appendix A2

2018 School Quality Report

DC PUBLIC CHARTER SCHOOL BOARD



Rocketship DC PCS – Legacy Prep

4250 Massachusetts Avenue SE
Washington, DC 20019

202-803-7004
www.rsed.org/dc

TOTAL SCORE

94.6%

* This school is not receiving a PMF tier this year because 2017–18 was its first school year. Data have been reported on all measures, where available. It will receive a tier beginning in the 2018–19 school year.

School Profile (2018–19)

Board Chair
Jolene Sloter

DC Regional Director
Joyanna Smith

Principal
Michael Rabin

First School Year
2017–18

Grades Served

Current Grades ● Future Grades ◐

● PK3	● PK4	● K	● 1
● 2	● 3	◐ 4	◐ 5
○ 6	○ 7	○ 8	○ 9
○ 10	○ 11	○ 12	○ Adult Ed

Student Demographics (2017–18)

Total Enrollment
106

Asian	0.0%
Black Non-Hispanic	99.1%
Hispanic / Latino	0.9%
Native American / Alaska Native	0.0%
Pacific Islander / Native Hawaiian	0.0%
White Non-Hispanic	0.0%
Multiracial	0.0%

English Language Learner
1.9%

Economically Disadvantaged
>60%*

Special Education
15.1%

At-Risk Population
72.6%

** Community Eligible Schools serve at least 60% low-income students and offer free school meals to all students.*

Tier Explanations

1. **High Performing** (65.0% – 100.0%)
2. **Mid Performing** (35.0% – 64.9%)
3. **Low Performing** (0.0% – 34.9%)

For schools serving grades PK–12, DC PCSB uses the **Performance Management Framework (PMF)** to assess school-wide academic performance. Schools are rated by tiers: **Tier 1** schools meet standards of high performance; **Tier 2** schools fall short of high performance standards but meet minimum overall performance standards; and **Tier 3** schools fall significantly short of high performance standards, showing inadequate performance.

A Note from the School

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Rocketship DC PCS – Legacy Prep

2018 School Quality Report

(2017–18)

Grades Measured: PK3–2

KEY: Score | 0 Floor Target 100

		Points Earned *out of* Points Possible	Percent of Possible Points
Student Progress (50 points): Academic Improvement Over Time			
Growth on the school's NWEA MAP assessment in reading	73.0 (0, 30, 70, 100)	**25.0** *out of* 25.0	100.0%
Growth on the school's NWEA MAP assessment in mathematics	96.0 (0, 30, 70, 100)	**25.0** *out of* 25.0	100.0%
School Environment (40 points): Predictors of Future Student Progress and Achievement			
Attendance			
In-seat attendance	90.4 (0, 85, 95)	**5.4** *out of* 10.0	54.2%
Re-enrollment			
Percent of students eligible to re-enroll	(0, 67, 92)	**0.0** *out of* 0.0	N/A
Teacher Interaction Observations: Classroom Assessment Scoring System (CLASS)			
Emotional Support	6.2 (1, 4.5, 6, 7)	**10.0** *out of* 10.0	100.0%
Classroom Organization	6.1 (1, 4.5, 6, 7)	**10.0** *out of* 10.0	100.0%
Instructional Support	3.9 (1, 2, 4, 7)	**9.7** *out of* 10.0	97.0%
TOTAL SCORE		85.1 *out of* 90	**94.6%**

Additional Measures: Early Childhood Student Outcomes on School-Selected Assessments

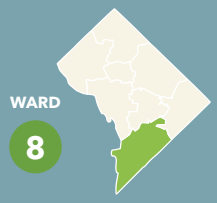
PK Pre-Literacy: Every Child Ready (ECR) Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year	93.3 (0, 60, 100)
PK Math: Every Child Ready (ECR) Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year	73.3 (0, 60, 100)
PK Social Emotional Learning: Positive Behavior Rating Scale (PBRS) Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year	80.0 (0, 60, 100)

For a more detailed explanation of the categories, see our technical guide.

Appendix A3

2018 School Quality Report

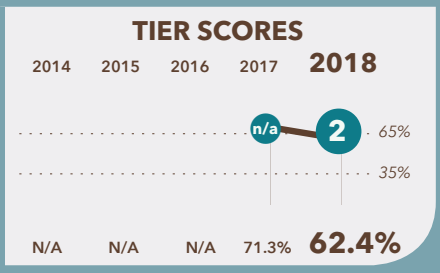
DC PUBLIC CHARTER SCHOOL BOARD



Rocketship DC PCS – Rise Academy

2335 Raynolds Place SE
Washington, DC 20020

202-750-7177
www.rsed.org/dc



School Profile (2018–19)

Board Chair
Jolene Sloter

DC Regional Director
Joyanna Smith

Principal
Joshua Pacos

First School Year
2016–17

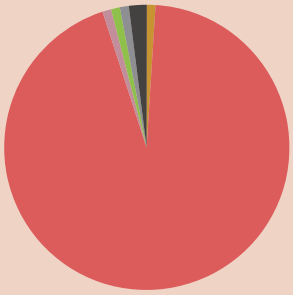
Grades Served

Current Grades ● Future Grades

● PK3	● PK4	● K	● 1
● 2	● 3	● 4	◐ 5
○ 6	○ 7	○ 8	○ 9
○ 10	○ 11	○ 12	○ Adult Ed

Student Demographics (2017–18)

Total Enrollment
527



Asian	0.4%
Black Non-Hispanic	96.2%
Hispanic / Latino	1.1%
Native American / Alaska Native	0.4%
Pacific Islander / Native Hawaiian	0.0%
White Non-Hispanic	0.2%
Multiracial	1.7%

English Language Learner
1.7%

Economically Disadvantaged
>60%*

Special Education
13.5%

At-Risk Population
82.9%

** Community Eligible Schools serve at least 60% low-income students and offer free school meals to all students.*

Tier Explanations

1. **High Performing** (65.0% – 100.0%)
2. **Mid Performing** (35.0% – 64.9%)
3. **Low Performing** (0.0% – 34.9%)

For schools serving grades PK–12, DC PCSB uses the **Performance Management Framework (PMF)** to assess school-wide academic performance. Schools are rated by tiers: **Tier 1** schools meet standards of high performance; **Tier 2** schools fall short of high performance standards but meet minimum overall performance standards; and **Tier 3** schools fall significantly short of high performance standards, showing inadequate performance.

A Note from the School

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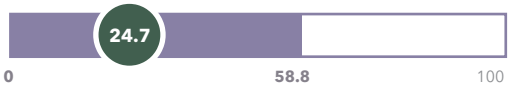
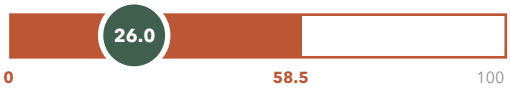
Rocketship DC PCS – Rise Academy

2018 School Quality Report

(2017–18)

Grades Measured: PK3–3

KEY

	Points Earned *out of* Points Possible	Percent of Possible Points
Student Progress (45 points): Academic Improvement Over Time		
Growth on the school's NWEA MAP assessment in reading	**12.9** *out of* 22.5	57.5%
Growth on the school's NWEA MAP assessment in mathematics	**22.5** *out of* 22.5	100.0%
Student Achievement (15 points): Approaching, Meeting, or Exceeding College and Career Ready Standards		
PARCC: English Language Arts Approaching College and Career Ready and Above	**2.4** *out of* 4.5	53.4%
College and Career Ready 	**1.3** *out of* 3.0	41.9%
PARCC: Mathematics Approaching College and Career Ready and Above	**2.7** *out of* 4.5	58.9%
College and Career Ready	**1.3** *out of* 3.0	42.7%
Gateway (10 points): Outcomes in Key Subjects that Predict Future Educational Success (returning students)		
3rd Grade English Language Arts College and Career Ready 	**4.4** *out of* 10.0	44.4%
8th Grade Mathematics College and Career Ready	**0.0** *out of* 0.0	N/A
School Environment (30 points): Predictors of Future Student Progress and Achievement		
Attendance In-seat attendance	**5.5** *out of* 9.0	61.1%
Re-enrollment Percent of students eligible to re-enroll	**1.5** *out of* 9.0	17.2%
Teacher Interaction Observations: Classroom Assessment Scoring System (CLASS) Emotional Support	**2.8** *out of* 4.0	70.0%
Classroom Organization	**3.0** *out of* 4.0	74.9%
Instructional Support	**2.1** *out of* 4.0	53.2%
TOTAL SCORE **TIER 2**	62.4 *out of* 100	**62.4%**

Rocketship DC PCS – Rise Academy

2018 School Quality Report

(2017–18)

Grades Measured: PK3–3

KEY

Additional Measures: Early Childhood Student Outcomes on School-Selected Assessments

PK Pre-Literacy: Every Child Ready (ECR)

Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year

PK Math: Every Child Ready (ECR)

Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year

PK Social Emotional Learning: Positive Behavior Rating Scale (PBRS)

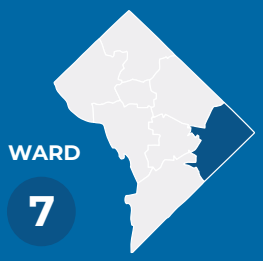
Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year

For a more detailed explanation of the categories, see our technical guide.

Appendix A4

DC PUBLIC CHARTER SCHOOL BOARD

2019
School Quality Report



4250 Massachusetts Avenue SE
(202) 803-7004
www.rocketshipschools.org/schools/legacy-prep

Note from the School

At Rocketship Public Schools, we believe every student deserves to dream, to discover, and to develop their unique potential. Our teachers, leaders, schools, and network unleash that potential every day. Our schools propel student achievement, develop exceptional educators, and partner with families who enable high-quality public schools to thrive in their community.

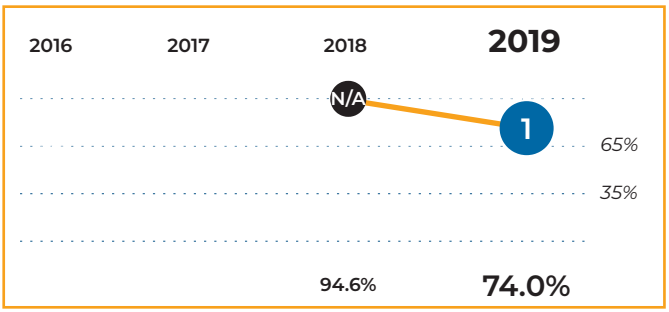
Rocketship PCS - Legacy Prep

2018-19 TIER 1 HIGH-PERFORMING DC PUBLIC CHARTER SCHOOL

Tier Explanations

1 **High Performing** (65.0% - 100%)
2 **Mid Performing** (35.0% - 64.9%)
3 **Low Performing** (0.0% - 34.9%)

Tiers and Scores



School Profile (2019–20)

Board Chair	Regional Director	Principal	First School Year
Jolene Sloter	Joyanna Smith	Michael Rabin	2017-2018

Grades Served

Current Grades Future Grades

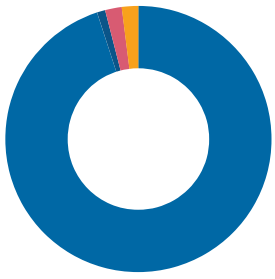
Part of a PK-5 network.

PK3	PK4	K	1	2	3	4	5
■	■	■	■	■	■	■	▥

6	7	8	9	10	11	12	Adult Ed
□	□	□	□	□	□	□	□

Student Demographics (2018–19)

Total Enrollment
466



American Indian/ Alaskan	0.0%
Asian	0.0%
Black/African American	96.6%
Hawaiian/Pacific Islander	0.4%
Hispanic/Latino, any race	1.5%
Two or More Races	1.5%
White	0.0%

English Learner
1.5%

Special Education
10.5%

At-Risk
70.6%

Rocketship PCS - Legacy Prep

2019 School Quality Report

2018–19 Grades Measured: PK3 - 3

KEY: Score | Floor | Target (0 – 100)

		Points Earned	Points Possible
Student Progress (45 points): Academic Improvement Over Time			
Growth on the school's NWEA MAP assessment in reading	Score 66.0; Floor 30; Target 70 (0 – 100)	20.3	22.5
Growth on the school's NWEA MAP assessment in mathematics	Score 64.0; Floor 30; Target 70 (0 – 100)	19.1	22.5
Student Achievement (20 points): Approaching, Meeting, or Exceeding College and Career Ready Standards			
PARCC: English Language Arts Approaching College and Career Ready and Above	53.3 (0 – 100)	3.2	6.0
College and Career Ready	37.8; 58.8 (0 – 100)	2.6	4.0
PARCC: Mathematics Approaching College and Career Ready and Above	61.4 (0 – 100)	3.7	6.0
College and Career Ready	36.4; 64.2 (0 – 100)	2.3	4.0
Gateway (5 points): Outcomes in Key Subjects that Predict Returning Students' Future Educational Success			
3rd Grade English Language Arts College and Career Ready	33.3; 58.5 (0 – 100)	2.8	5.0
8th Grade Mathematics College and Career Ready	61.6 (0 – 100)		
School Environment (30 points): Predictors of Future Student Progress and Achievement			
Attendance In-seat attendance	90.3; 85; 95 (0 – 100)	4.8	9.0
Re-enrollment Percent of eligible students who re-enrolled	76.0; 67; 92 (0 – 100)	3.2	9.0
Teacher Interaction Observations: Classroom Assessment Scoring System (CLASS) Emotional Support	6.2; 4.5; 6 (0 – 7)	4.0	4.0
Classroom Organization	6.1; 4.5; 6 (0 – 7)	4.0	4.0
Instructional Support	4.1; 2; 4 (0 – 7)	4.0	4.0

TOTAL SCORE 74.0 **TIER 1** **74.0** *out of* **100**

For a more detailed explanation of the categories, see our technical guide.
Updated October 24, 2019

Rocketship PCS - Legacy Prep

2019 School Quality Report

2018–19 Grades Measured: PK3 - 3

KEY: Score; 0 Floor Target 100

Points Earned	Points Possible

Additional Measures: Early Childhood Student Outcomes on School-Selected Assessments

PK Pre-Literacy: Every Child Ready (ECR)

Percent of students who met or exceeded the publisher's expectations for growth by the end of the year

PK Math: Every Child Ready (ECR)

Percent of students who met or exceeded the publisher's expectations for growth by the end of the year

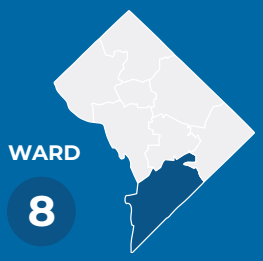
PK Social Emotional Learning: Positive Behavior Rating Scale (PBRS)

Percent of students who met or exceeded the publisher's expectations for growth by the end of the year

Appendix A5

DC PUBLIC CHARTER SCHOOL BOARD

2019
School Quality Report



2335 Raynolds Place SE
(202) 750-7177
www.rocketshipschools.org/schools/rise-academy

Note from the School

At Rocketship Public Schools, we believe every student deserves to dream, to discover, and to develop their unique potential. Our teachers, leaders, schools, and network unleash that potential every day. Our schools propel student achievement, develop exceptional educators, and partner with families who enable high-quality public schools to thrive in their community.

Rocketship PCS - Rise Academy

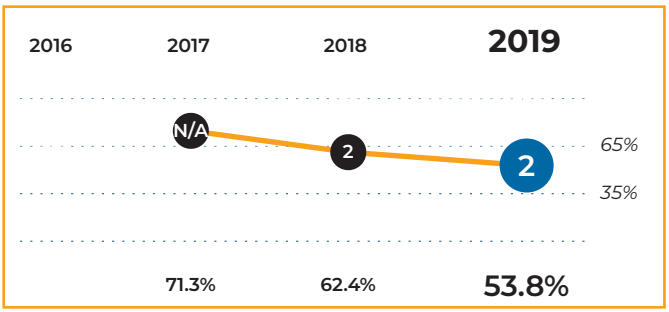
Tier Explanations

1 **High Performing** (65.0% - 100%)

2 **Mid Performing** (35.0% - 64.9%)

3 **Low Performing** (0.0% - 34.9%)

Tiers and Scores



School Profile (2019–20)

Board Chair	Regional Director	Principal	First School Year
Jolene Sloter	Joyanna Smith	Corey Lewis	2016-2017

Grades Served

Current Grades Future Grades

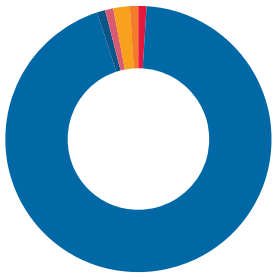
Part of a PK-5 network.

PK3	PK4	K	1	2	3	4	5
■	■	■	■	■	■	■	■

6	7	8	9	10	11	12	Adult Ed
□	□	□	□	□	□	□	□

Student Demographics (2018–19)

Total Enrollment
618



American Indian/ Alaskan	0.3%
Asian	0.0%
Black/African American	96.8%
Hawaiian/Pacific Islander	0.2%
Hispanic/Latino, any race	1.1%
Two or More Races	1.5%
White	0.2%

English Learner
1.8%

Special Education
15.0%

At-Risk
79.1%

Rocketship PCS - Rise Academy

2019 School Quality Report

2018–19 Grades Measured: PK3 - 4

KEY: Score | Floor | Target (0 – 100)

		Points Earned	Points Possible
Student Progress (35 points): Academic Improvement Over Time			
Growth on the state assessment in English Language Arts	Score 58.0 (Floor 30, Target 70)	6.1	8.75
Growth on the state assessment in mathematics	Score 47.5 (Floor 30, Target 70)	3.8	8.75
Student Achievement (25 points): Approaching, Meeting, or Exceeding College and Career Ready Standards			
PARCC: English Language Arts Approaching College and Career Ready and Above	60.8	4.6	7.5
College and Career Ready	31.8 (58.8)	2.7	5.0
PARCC: Mathematics Approaching College and Career Ready and Above	57.4	4.3	7.5
College and Career Ready	20.9 (64.2)	1.6	5.0
Gateway (5 points): Outcomes in Key Subjects that Predict Future Educational Success (returning students)			
3rd Grade English Language Arts College and Career Ready	29.8 (58.5)	2.5	5.0
8th Grade Mathematics College and Career Ready	(61.6)		
School Environment (30 points): Predictors of Future Student Progress and Achievement			
Attendance In-seat attendance	92.0 (85, 95)	6.3	9.0
Re-enrollment Percent of eligible students who re-enrolled	72.1 (67, 92)	1.8	9.0
Teacher Interaction Observations: Classroom Assessment Scoring System (CLASS) Emotional Support	5.6 (4.5, 6, 7)	3.0	4.0
Classroom Organization	5.5 (4.5, 6, 7)	2.6	4.0
Instructional Support	3.2 (2, 4, 7)	2.4	4.0
TOTAL SCORE 53.8	**TIER 2**	**41.7** out of	**77.5**

For a more detailed explanation of the categories, see our technical guide.
Updated October 24, 2019

Rocketship PCS - Rise Academy

2019 School Quality Report

2018–19 Grades Measured: PK3 - 4

KEY: Score; 0 Floor Target 100

Points Earned | **Points Possible**

Additional Measures: Early Childhood Student Outcomes on School-Selected Assessments

PK Pre-Literacy: Every Child Ready (ECR)

Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year

PK Math: Every Child Ready (ECR)

Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year

PK Social Emotional Learning: Positive Behavior Rating Scale (PBRS)

Percent of students who met or exceeded the publisher's expectations for growth or achievement at the end of the year

K-2 Literacy: NWEA Measures of Academic Progress (MAP)

Median percentile of student growth compared to national student performance

K-2 Math: NWEA Measures of Academic Progress (MAP)

Median percentile of student growth compared to national student performance

Appendix B1

DC PUBLIC CHARTER SCHOOL BOARD

June 17, 2020

Jolene Sloter, Board Chair
Rocketship Public Charter School - Legacy Prep
4250 Massachusetts Ave SE
Washington, DC 20019

Dear Ms. Sloter,

The DC Public Charter School Board (DC PCSB) conducts Qualitative Site Reviews to gather and document evidence to support school oversight. According to the School Reform Act § 38-1802.11, DC PCSB shall monitor the progress of each school in meeting the goals and student academic achievement expectations specified in the school's charter. Rocketship Public Charter School - Legacy Prep (Rocketship Legacy Prep PCS) was selected to undergo a Qualitative Site Review during the 2019-20 school year for the following reason(s):

- School eligible for 5-year Charter Review during the 2020-21 school year

Qualitative Site Review Report
A Qualitative Site Review team conducted on-site reviews of Rocketship Legacy Prep PCS between March 2 – 13, 2020. The team's report is enclosed. You will find that the Qualitative Site Review Report focuses primarily on the following areas: classroom environment and instruction.

We appreciate the assistance and hospitality you and your staff gave the monitoring team in conducting the Qualitative Site Review at Rocketship Legacy Prep PCS.

Sincerely,

Rashida Young
Chief School Performance Officer

Enclosures
cc: School Leader

Qualitative Site Review Report

Date: June 17, 2020

Campus Information
Campus Name: Rocketship Legacy Prep PCS
Ward: 7
Grade levels: Pre-kindergarten 3 – Fourth

Qualitative Site Review (QSR) Information
Reason for Visit: School eligible for 5-year Charter Review during the 2020-21 school year
Two-week Window: March 2 – 13, 2020
QSR Team Members: One DC PCSB staff member and two consultants, including one who served as the special education (SPED) specialist
Number of Observations: 15
Total Enrollment: 596
Students with Disabilities Enrollment: 56
English Language Learners Enrollment: 2
In-seat Attendance on Observation Days:
Visit 1: March 9, 2020 – 84.4%
Visit 2: March 10, 2020 – 86.1%
Visit 3: March 11, 2020 – 88.7%
Visit 4:

Summary
Rocketship Education DC PCS's mission is "to eliminate the achievement gap by graduating our students at or above grade level in Language Arts and Math."

The QSR team observed much evidence Rocketship Legacy Prep PCS is meeting its mission. Throughout several observations, teachers demonstrated that they expected students to put forth good effort to create high-quality work. Teachers often used open-ended questions to engage students in content-related discussions and to check for student understanding. In most observations, student behavior was generally appropriate; however, in some observations, students exhibited unsafe or off-task behavior that either went unaddressed or required several redirections. In one outlier observation, students received harsh reprimands from a teacher.

During the QSR two-week window, the team used the Charlotte Danielson *Framework for Teachin*g to examine classroom environment and instruction (see Appendices I and II). The QSR team scored 88% of observations as distinguished or proficient in the Classroom Environment domain. The highest-rated component in this domain was *Creating an Environment of Respect and Rapport (2*a), with 93% of

observations scored as proficient or distinguished. In these observations, teachers and students interacted respectfully with one another, and teachers often encouraged students to persist with motivating statements like “Be a risk taker” and “You’re brilliant.”

The QSR team scored 77% of observations as distinguished or proficient in the Instruction domain. The highest-rated component in this domain was *Communicating with Students (3a)*, with 87% of observations scored as distinguished or proficient. Observers noted that teachers often clearly stated the lesson purpose to begin each lesson and used modeling to demonstrate lesson expectations.

Governance

Jolene Sloter chairs the Rocketship Education DC PCS Board of Trustees. The School Reform Act requires each DC public charter school to have a majority of DC residents and two parents on its board, which the school has been compliant with for the past four years.

Specialized Instruction for Students with Disabilities

Before the two-week window, Rocketship Legacy Prep PCS completed a questionnaire about how it serves its students with disabilities (SWD). Reviewers looked for evidence of the school’s articulated SPED program. Overall, the school implemented its program with fidelity as evidenced by students engaged in learning in all of the observations. Key trends from the SPED observations are summarized below.

- To demonstrate that co-planning occurred, the school explained the QSR team would see SWD receiving accommodations, modifications, and embedded universal design for learning (UDL) strategies. The SPED specialist observed UDL strategies such as activation of background knowledge, highlighting patterns and big ideas of the text, giving explicit instruction for processes, offering opportunities for movement, and allowing students to read aloud, silently, with headphones or with a read-to-self-phone. The school also stated co-planning would be demonstrated through small group targeted instruction for SWD. In three out of the four SPED observations, the SPED specialist observed the Integrated Special Education (ISE) teacher working with individual or pairs of students to develop specific skills.

- To support the learning of SWD, the school said it provides instructors with professional development, common planning time, and coaching. While the QSR team could not observe professional development or common planning time, the SPED specialist did observe the use of coaching.

- As a program that uses co-teaching, the school said reviewers would observe alternative and station teaching. The team observed alternative teaching in three out of the four SPED observations and the One Teach, One Assist model in the fourth classroom. The SPED specialist did not observe station teaching.

- To provide accommodations according to students' individualized education program (IEP), the school stated it employs a variety of accommodations. The QSR team observed the use of graphic organizers, manipulatives, review of directions, visual and verbal cues, prompts, and modeling for their students. Overall, these accommodations allowed most students to remain engaged with the learning tasks.

- To provide modifications according to students' IEP, the school said it would provide modified amounts of work, simplified language, alternate assignments, tasks broken into smaller steps, and pre-teaching of concepts. The SPED specialist did not observe alternate assignments or pre-teaching, but noted that teachers made the content and skills accessible for SWDs. In one observation, the ISE teacher broke up math tasks into small steps, starting with identifying the numeric place values. Later, students progressed to reading the number aloud before they lined up the numbers in preparation for completing an addition problem.

THE CLASSROOM ENVIRONMENT[1]

This table summarizes the school's performance on the Classroom Environment domain of the rubric during the unannounced visits. The ratings for classroom observations—"distinguished," "proficient," "basic," and "unsatisfactory"—come from the Danielson framework. The QSR team scored 88% of classrooms as "distinguished" or "proficient" for the Classroom Environment domain. Please see Appendix III for a breakdown of each subdomain score.

The Classroom Environment	Evidence	School Wide Rating[2]	
Creating an Environment of Respect and Rapport	The QSR team scored 93% of observations as proficient and none as distinguished in this component. In the proficient observations, talk between teachers and students was uniformly respectful. In one observation, after a student said they felt tired, the teacher responded by saying, "I see you're sluggish, let's perk up." In another observation, a student respectfully shared their frustration with the teacher and the teacher replied, "Thank you for advocating for yourself." Teachers across classrooms referred to students as "Friends," "Legacy Scholars," and "Rocketeers."	Distinguished	0%
		Proficient	93%
	The QSR team scored none of observations as basic in this component.	Basic	0%
	The QSR team scored less than 10% of the observations as unsatisfactory in this component.	Unsatisfactory	7%

[1] Teachers may be observed more than once by different review team members.
[2] DC PCSB does not report out qualitative evidence if less than 10% of observations in any given component earned a "basic" or "unsatisfactory" level of performance.

The Classroom Environment	Evidence	School Wide Rating[2]	
Establishing a Culture for Learning	The QSR team scored 94% of observations as distinguished or proficient in this component. In the distinguished observation, the teacher encouraged students to take risks and praised their efforts. The teacher tracked student risks on a chart and asked students to name them. For example, one student said, "I took a risk by naming the genre of the text." In the proficient observations, teachers demonstrated a high regard for students' abilities. In one observation, the teacher told students to annotate the text as they read, reread to understand new vocabulary, and check their work before submission. Students in these observations paid attention to detail and often made connections between assignments and texts they read.	Distinguished	7%
		Proficient	87%
	The QSR team scored less than 10% of observations as basic in this component.	Basic	7%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Managing Classroom Procedures	The QSR team scored 87% of the observations as proficient and none as distinguished in this component. In the proficient observations, classroom routines functioned smoothly. In one observation, the teacher used chants like, "Everyone tracking me," and "1,2,3 eyes on me," to maintain student engagement and minimize loss of instructional time. In another observation, the teacher quickly transitioned students from whole group back to their tables by calling each group by their table number. Students transitioned immediately and sat in "Legacy position." Across all classrooms, teachers used countdowns and visual timers to maintain appropriate pacing of each lesson.	Distinguished	0%
		Proficient	87%

The Classroom Environment	Evidence	School Wide Rating[2]	
	The QSR team scored 13% of observations as basic in this component. In the basic observations, classroom routines functioned unevenly. In one observation, the teacher had to redirect students several times before transitioning them from teaching stations to their original seats. Some students wandered the room, engaged in unsafe behavior like running, or remained at their station despite the teacher's attempts to redirect them. In these observations, long transitions and inefficient lesson pacing led to significant loss of instructional time.	Basic	13%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Managing Student Behavior	The QSR team scored 80% of observations as proficient and none as distinguished in this component. In the proficient observations, the teacher's response to student misbehavior was effective. In one observation, a student loudly entered the classroom and was gently redirected by the teacher who said, "Please go back and try that again," and "I'll wait." Teachers across all classrooms used shared language by asking students to maintain "Zone Zero."	Distinguished	0%
		Proficient	80%

The Classroom Environment	Evidence	School Wide Rating[2]	
	The QSR team scored 20% of observations as basic in this component. In the basic observations, teachers' response to student misbehavior was ineffective and sometimes harsh. In one observation, the teacher sarcastically asked students, "What are y'all doing?" and "What are you really doing right now?" As students continued to talk, the teacher loudly called students by name to redirect them, and many still did not comply. In response, the teacher loudly repeated the directions. Eventually, some students started their work. The teacher removed one student from the classroom (and an administrator later returned the student to the class). Throughout this observation, the teacher warned students that misbehavior would result in a "clip down" and possibly the loss of recess.	Basic	20%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%

INSTRUCTION

This table summarizes the school's performance on the Instruction domain of the rubric during the unannounced visits. The ratings for classroom observations—"distinguished," "proficient," "basic," and "unsatisfactory"—come from the Danielson framework. The QSR team scored 77% of classrooms as "distinguished" or "proficient" for the Instruction domain. Please see Appendix III for a breakdown of each subdomain score.

Instruction	Evidence	School Wide Rating	
Communicating with Students	The QSR team scored 87% of observations as proficient and none as distinguished in this component. In the proficient observations, the teacher stated clearly at some point what students would be learning. In one observation, the teacher began the lesson by telling students, "When you share out, I want you to tell me what your partner shared." The teacher reinforced the lesson expectations by later asking individual students to restate the lesson objective. In another observation, the teacher told students, "We're going to be creating a plan for our writing," and "This is our goal for the week." Teachers in these observations often modeled student expectations at the start of the lesson and gave students specific strategies they could use to complete the learning tasks.	Distinguished	0%
		Proficient	87%
	The QSR team scored 13% of observations as basic in this component. In the basic observations, teachers had to repeat the learning tasks several times so that students could complete them. In one observation, many students sat idle during stations or engaged in off topic conversations with their peers. The teacher attempted to reorient them to the lesson purpose by simply pointing at the directions on the page. However, many students continued to sit idle or engage with the materials inappropriately.	Basic	13%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%

Instruction	Evidence	School Wide Rating	
Using Questioning/ Prompts and Discussion Techniques	The QSR team scored 60% of observations as proficient and none as distinguished in this component. In the proficient observations, teachers used open-ended questions that encouraged students to think and/or offer multiple possible answers. In one observation, the teacher asked questions like, “What made you think that genre was informational?” and “Why is it important to follow your reading plan?” In another observation, the teacher facilitated a classroom discussion by prompting students with the question, “Have we completely addressed the prompt?” The teacher encouraged multiple students to respond by saying things like, “Does someone want to build on those thoughts?” and “Build on what [they] said by adding more detail.”	Distinguished	0%
		Proficient	60%
	The QSR team scored 40% of observations as basic in this component. In the basic observations, the teacher framed some questions to promote student thinking, but most had a single correct answer. In one observation, the teacher solely asked questions like, ”Who are they?” and “Who is she?” when asking students to recall detail from the text. The teacher asked questions quickly, and often received a response from the same student.	Basic	40%
	The QSR team scored none of observations as unsatisfactory in this component.	Unsatisfactory	0%

Engaging Students in Learning	The QSR team scored 80% of observations as proficient or distinguished in this component. In the distinguished observation, all students intellectually engaged in the learning tasks. In the distinguished observation the teacher used a variety of methods such as video, movement, and games to keep students engaged in a phonics-based lesson. After watching a video on compound words, students got into teams to compete against one another. All students actively participated and cheered for their peers when they responded correctly. In the proficient observations, most students intellectually engaged. In one observation, teachers used turn-and-talks and cold calling as strategies to encourage all students to engage. In another observation, the teacher used movement breaks and allowed for flexible seating to maintain student engagement over extended periods of time. Teachers across all classrooms used a variety of materials such as white boards, manipulatives, and laptops to engage students with varying learning styles.	Distinguished	7%
		Proficient	73%
	The QSR team scored 20% of observations as basic in this component. In the basic observations, student engagement with the content was largely passive. In one observation, during teaching stations, many students disengaged with the materials and the teacher did not encourage them to participate. At times, students tossed materials or engaged in other unsafe behaviors like, tossing letter tiles and rolling around on the carpet.	Basic	20%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%

Using Assessment in Instruction	The QSR team scored 80% of observations as proficient and none as distinguished in this component. In the proficient observations, teachers checked for student understanding using a variety of methods. In one observation, the teacher asked students, "What important information did we get about our main topic?" and "What strategies did you use?" Multiple students gave detailed explanations about their responses.	Distinguished	0%
		Proficient	80%
	The QSR team scored 20% of observations as basic in this component. In the basic observations, feedback was general and not oriented towards future improvement. For example, teachers gave feedback like "Good job" and "Fix it," but did not provide additional guidance. Teachers in these observations often gave feedback solely based on behavior guidance and not focused on academic content.	Basic	20%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%

APPENDIX I: THE CLASSROOM ENVIRONMENT OBSERVATION RUBRIC

The Classroom Environment	Unsatisfactory	Basic	Proficient	Distinguished
Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, putdowns, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among member of the class.
Establishing a Culture for Learning	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement, and little student pride in work.	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student pride in work. Both teacher and students are performing at the minimal level to "get by."	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student pride in work.	Students assumes much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates as passionate commitment to the subject.
Managing Classroom Procedures	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instruction time.	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
Managing Student Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teachers' response to student misbehavior is sensitive to individual student needs.

APPENDIX II: INSTRUCTION OBSERVATION RUBRIC

Instruction	Unsatisfactory	Basic	Proficient	Distinguished
Communicating with Students	Teacher's oral and written communication contains errors or is unclear or inappropriate to students. Teacher's purpose in a lesson or unit is unclear to students. Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's oral and written communication contains no errors but may not be completely appropriate or may require further explanations to avoid confusion. Teacher attempts to explain the instructional purpose, with limited success. Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher communicates clearly and accurately to students both orally and in writing. Teacher's purpose for the lesson or unit is clear, including where it is situation within broader learning. Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions. Makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking purpose to student interests. Explanation of content is imaginative and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
Using Questioning and Discussion Techniques	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven with some high-level question; attempts at true discussion; moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students.	Students formulate may of the high-level questions and assume responsibility for the participation of all students in the discussion.
Engaging Students in Learning	Students are not at all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.	Students are intellectually engaged only partially, resulting from activities or materials or uneven quality, inconsistent representation of content or uneven structure of pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contribution to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
Using Assessment in Instruction	Students are unaware of criteria and performance standards by which their work will be evaluated, and do not engage in self-assessment or monitoring. Teacher does not monitor student learning in the curriculum, and feedback to students is of poor quality and in an untimely manner.	Students know some of the criteria and performance standards by which their work will be evaluated, and occasionally assess the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of the class as a whole but elicits no diagnostic information; feedback to students is uneven and inconsistent in its timeliness.	Students are fully aware of the criteria and performance standards by which their work will be evaluated, and frequently assess and monitor the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information; feedback is timely, consistent, and of high quality.	Students are fully aware of the criteria and standards by which their work will be evaluated, have contributed to the development of the criteria, frequently assess and monitor the quality of their own work against the assessment criteria and performance standards, and make active use of that information in their learning. Teacher actively and systematically elicits diagnostic information from individual students regarding understanding and monitors progress of individual students; feedback is timely, high quality, and students use feedback in their learning.

APPENDIX III: DOMAIN AVERAGES BY COMPONENT

Percent of	2a	2b	2c	2d	3a	3b	3c	3d
Unsatisfactory	7%	0%	0%	0%	0%	0%	0%	0%
Basic	0%	7%	13%	20%	13%	40%	20%	20%
Proficient	93%	87%	87%	80%	87%	60%	73%	80%
Distinguished	0%	7%	0%	0%	0%	0%	7%	0%
Subdomain Average	**2.87**	**3.00**	**2.87**	**2.80**	**2.87**	**2.60**	**2.87**	**2.80**

	Domain 2	Domain 3
% of Proficient or above	88%	77%
Domain Averages	**2.88**	**2.78**

Appendix B2

DC PUBLIC CHARTER SCHOOL BOARD

June 12, 2020

Jolene Sloter, Board Chair
Rocketship Public Charter School – Rise Academy
2335 Raynolds Pl SE
Washington, DC 20020

Dear Ms. Sloter,

The DC Public Charter School Board (DC PCSB) conducts Qualitative Site Reviews to gather and document evidence to support school oversight. According to the School Reform Act § 38-1802.11, DC PCSB shall monitor the progress of each school in meeting the goals and student academic achievement expectations specified in the school's charter. Rocketship Public Charter School - Rise Academy (Rocketship Rise PCS) was selected to undergo a Qualitative Site Review during the 2019-20 school year for the following reason(s):

- School eligible for 5-year Charter Review during 2020-21 school year

Qualitative Site Review Report
A Qualitative Site Review team conducted on-site reviews of Rocketship Rise PCS between March 2 –13, 2020. The team's report is enclosed. You will find that the Qualitative Site Review Report focuses primarily on the following areas: classroom environment and instruction.

We appreciate the assistance and hospitality you and your staff gave the monitoring team in conducting the Qualitative Site Review at Rocketship Rise PCS.

Sincerely,

Rashida Young
Chief School Performance Officer

Enclosures
cc: School Leader

Qualitative Site Review Report

Date: June 12, 2020

Campus Information
Campus Name: Rocketship Rise PCS
Ward: 8
Grade levels: Pre-kindergarten 3 – Fifth

Qualitative Site Review (QSR) Information
Reason for Visit: School eligible for 5-year Charter Review during the 2020-21 school year
Two-week Window: March 2 – 13, 2020
QSR Team Members: One DC PCSB staff member and two consultants, including one who served as the special education (SPED) specialist
Number of Observations: 15
Total Enrollment: 710
Students with Disabilities Enrollment: 89
English Learners Enrollment: 7
In-seat Attendance on Observation Days:
Visit 1: March 2, 2020 – 92.8%
Visit 2: March 3, 2020 – 94.7%
Visit 3: March 4, 2020 – 94.5%
Visit 4: March 10, 2020 – 88.4%

Summary
Rocketship Education DC PCS's mission is "to eliminate the achievement gap by graduating our students at or above grade level in Language Arts and Math."

The QSR team observed some evidence that Rocketship Rise PCS is meeting its mission. Throughout several observations, teachers had established strong relationships with students and showed interest in students' lives outside of school. Across most classrooms, students engaged in learning tasks through a variety of methods, including the use of laptops and small group "station instruction." In several classes, however, teachers primarily asked closed-ended questions during classroom discussions and to check for student understanding, leading some students to disengage. In many observations, it was unclear if students understood the content.

During the QSR two-week window, the team used the Charlotte Danielson *Framework for Teachin*g to examine classroom environment and instruction (see Appendices I and II). The QSR team scored 70% of observations as distinguished or proficient in the Classroom Environment domain. The highest-rated component in

this domain was *Creating an Environment of Respect and Rapport*, with 87% of observations scored as distinguished or proficient. In these observations, interactions between teachers and students and among students reflected genuine warmth and caring. Teachers kindly greeted students as they entered the classroom and were observed asking students about their birthdays and family members.

The QSR team scored 67% of observations as distinguished or proficient in the Instruction domain. The highest-rated component in this domain was *Engaging Students in Learning (3c)*, with 93% of observations scored as distinguished or proficient. In these observations, most students engaged with learning tasks using a variety of materials. Teachers effectively used a variety of instructional groupings to maintain student engagement. Students worked independently, in whole groups, and in small group lessons with the teacher or independently at learning stations.

Governance

Jolene Sloter chairs the Rocketship Education DC PCS Board of Trustees. The School Reform Act requires each DC public charter school to have a majority of DC residents and two parents on its board, which the school has been compliant with for the past four years.

Specialized Instruction for Students with Disabilities

Before the two-week window, Rocketship Rise PCS completed a questionnaire about how it serves its students with disabilities (SWD). Reviewers looked for evidence of the school's articulated SPED program. Overall, DC PCSB observed three special education classroom environments including inclusion, push-in, and pullout instruction. Key trends from the SPED observations are summarized below.

- In supporting students with disabilities, Rocketship Rise wrote that they utilize co-planning through alternative and station teaching as well as other indicators of "meaningful inclusion," such as thoughtful planning around student's differing skill deficits. In each of the inclusion settings, the observer saw evidence of the general education teacher and the special education teacher supporting all students to access the same objectives through differentiated instruction.
- In one observation, after returning from a pullout group, SWD seamlessly transitioned back into the general education classroom. Students knew where to sit, which computers to use and followed instructions from both the special education and general education teacher.
- To provide accommodations for students with disabilities, the school said that DC PCSB might see a variety of resources being used. In both the push-in and pullout observations, the observer saw the following accommodations for SWD: preferential seating, graphic organizers, frequent breaks, e-books, and incentive charts.
- To provide modifications according to the IEPs of SWD, the school wrote observers may see modified work, simplified language, and alternate

assignments. The observer was able to see the following: modified amounts of work, simplified language, and tasks broken into smaller parts in all three SPED environments.

THE CLASSROOM ENVIRONMENT[1]

This table summarizes the school's performance on the Classroom Environment domain of the rubric during the unannounced visits. The ratings for classroom observations—"distinguished," "proficient," "basic," and "unsatisfactory"—come from the Danielson framework. The QSR team scored 70% of classrooms as "distinguished" or "proficient" for the Classroom Environment domain. Please see Appendix III for a breakdown of each subdomain score.

The Classroom Environment	Evidence	School Wide Rating[2]	
Creating an Environment of Respect and Rapport	The QSR team scored 87% of observations as distinguished or proficient in this component. In the distinguished observation, the teacher demonstrated knowledge and caring about individual students' lives outside of school. During the observation, a student said they felt tired, and the teacher walked over to them and said, "We're going to talk to your mom today, maybe you'll have to start going to bed earlier." Throughout the observation, the teacher respected and encouraged student effort. For example, after one student answered a problem incorrectly, the teacher responded by saying, "That's ok, you can always try again." In the proficient observations, talk between teachers and students was uniformly respectful. In one observation, teachers praised students with comments such as, "Awesome – thank you for sharing that with us." In another observation, when a student accidently knocked over a cup of pencils, the teacher responded by saying, "Can you please pick up the pencils you knocked over? Thank you."	Distinguished	7%
		Proficient	80%

[1] Teachers may be observed more than once by different review team members.
[2] DC PCSB does not report out qualitative evidence if less than 10% of observations in any given component earned a "basic" or "unsatisfactory" level of performance.

The Classroom Environment	Evidence	School Wide Rating[2]	
	The QSR team scored less than 10% of the observations as basic in this component.	Basic	7%
	The QSR team scored less than 10% of the observations as unsatisfactory in this component.	Unsatisfactory	7%
Establishing a Culture for Learning	The QSR team scored 59% of observations as proficient and none as distinguished in this component. In the proficient observations, teachers communicated the importance of the content. In one observation, the teacher walked around the room as students worked, saying things like, "I see Student X jotting down their ideas to become a good reader." In these observations, students expended good effort to complete high-quality work. In one observation, a student initially responded incorrectly, but after prompting from the teacher and their peers, they persisted and completed the problem correctly.	Distinguished	0%
		Proficient	59%
	The QSR team scored 35% of observations as basic in this component. In the basic observations, teachers' primary concern was task completion. In one observation, the teacher told students their brainstorming notes didn't matter and would simply be thrown away. Teachers in these observations often held high expectations only for some students. In one observation, the teacher encouraged some students to complete their assessments while other students' off-task behavior and off-topic conversations went unaddressed.	Basic	35%
	The QSR team scored less than 10% of observations as unsatisfactory in this component.	Unsatisfactory	6%

Managing Classroom Procedures	The QSR team scored 59% of the observations as proficient and none as distinguished in this component. In the proficient observations, classroom routines functioned smoothly. In one observation, the teacher used a counter to transition students from whole group to small groups in thirty seconds. In another observation, students used a non-verbal hand signal to indicate to their peers that they needed them to speak louder, allowing the conversation to continue seamlessly. Teachers in these observations used a mixture of call and response prompts, chants, timers, and non-verbal gestures to quickly and efficiently transition students between groups resulting in no loss of instruction time.	Distinguished	0%
		Proficient	59%
	The QSR team scored 35% of observations as basic in this component. In the basic observations, classroom routines functioned unevenly. In one observation, materials for stations were not readily available to students, which resulted in some students sitting idle while others wandered the room in search of the appropriate materials. In another observation, significant instructional time was lost during small groups as the teacher had to stop instruction multiple times to redirect students working at stations. In these observations, uneven classroom routines, like the procedure for lining up, had to be repeated several times which, resulted in loss of instructional time.	Basic	35%
	The QSR team scored less than 10% of the observations as unsatisfactory in this component.	Unsatisfactory	6%

Managing Student Behavior	The QSR team scored 77% of observations as proficient or distinguished in this component. In the distinguished observations, student behavior was almost entirely appropriate. In one observation, the teacher consistently monitored student behavior and moved students to the "All-Star" and "MVP" zones for exhibiting positive behaviors. In another observation, the teacher used proactive methods to monitor student behavior like narrating positive student actions and using proximity to prevent any instances of student misbehavior. In the proficient observations, teachers responded successfully to instances of student misbehavior. In one observation, the teacher asked a student if they needed to take a "mindful moment" after they engaged in off-task behavior. The student immediately went to a designated area and calmed down before returning to the group. Teachers in these observations used shared language related to behavior like, "clip up" and "clip down," and constantly reminded students to "track" as they spoke.	Distinguished	12%
		Proficient	65%
	The QSR team scored 12% of observations as basic in this component. In the basic observations, teachers attempted to maintain order in the classroom but with uneven success. In one observation, students engaged in off-task, and sometimes unsafe, behavior (like kicking peers underneath the table and sitting unsafely on chairs) that went unaddressed by the teacher. In another observation, the teacher stopped the lesson several times to remind students to lower their voices. While some students briefly complied, many continued to talk loudly, before the teacher eventually ignored the misbehavior.	Basic	12%

	The QSR team scored 12% of the observations as unsatisfactory in this component. In the unsatisfactory observations, teachers did not monitor student behavior. In one observation, students engaged in unsafe behaviors like standing on top of or hiding underneath furniture. In another observation, a student hid in a corner of the room in an attempt to hide from the teacher. Eventually, the students had to be removed from the classroom by an administrator.	Unsatisfactory	12%

INSTRUCTION

This table summarizes the school's performance on the Instruction domain of the rubric during the unannounced visits. The ratings for classroom observations—"distinguished," "proficient," "basic," and "unsatisfactory"—come from the Danielson framework. The QSR team scored 67% of classrooms as "distinguished" or "proficient" for the Instruction domain. Please see Appendix III for a breakdown of each subdomain score.

<table>
<tr><th>Instruction</th><th>Evidence</th><th colspan="2">School Wide Rating</th></tr>
<tr><td rowspan="2">Communicating with Students</td><td rowspan="2">The QSR team scored 74% of observations as proficient or distinguished in this component. In the distinguished observation, the teacher explained content clearly and imaginatively. In this observation, the teacher asked students to plan and design a village using a variety of materials. The teacher modeled the expectations for students and used rich vocabulary to link the assignment to a previously read text.

In the proficient observations, teachers stated clearly at some point what students would be learning. In one observation, the teacher said, "Today we will identify the problem in our text," before leading students in a targeted review of the book. In another observation, the teacher used an anchor chart to display story elements and definitions and explained how the chart could be used as a resource. Students in these observations completed tasks quickly and did not require additional prompting or support from their teachers.</td><td>Distinguished</td><td>7%</td></tr>
<tr><td>Proficient</td><td>67%</td></tr>
</table>

Instruction	Evidence	School Wide Rating	
	The QSR team scored 27% of observations as basic in this component. In the basic observations, teachers had to clarify the learning tasks so that students could complete them. In one observation, students asked the same questions repeatedly during independent work time. As a result, the teacher unsuccessfully attempted to reteach the lesson before simply giving students the correct answers. In these observations, teachers' explanation of the content was purely procedural. For example, after being asked a question, the teacher responded, "They just want you to label the clock," and did not provide any additional guidance although several students expressed similar misunderstandings.	Basic	27%
	The QSR team scored none of the observations as unsatisfactory in this component.	Unsatisfactory	0%
Using Questioning/ Prompts and Discussion Techniques	The QSR team scored 38% of observations as proficient and none as distinguished in this component. In the proficient observations, teachers used a mix of open-ended questions that required students to think critically. In one observation, the teachers asked questions like, "What in the story tells you he might be angry?" and "How does that section in the text help us to understand the topic?" In another observation, the teacher used turn-and-talks and effective wait time to allow multiple students to engage in content-related discussions. In another observation, the teacher used "equity sticks" to ensure that all students participated in the discussion.	Distinguished	0%
		Proficient	38%

Instruction	Evidence	School Wide Rating	
	The QSR team scored 63% of observations as basic in this component. In the basic observations, teachers framed some questions to promote student thinking, but many had a single correct answer. In one observation, the teacher asked students to describe the characters in a text, but moved rapidly from one student to the next. The teacher did not provide enough wait time for students to elaborate on their answers or contribute to a broader content related discussion. In another observation, the teacher exclusively asked closed-ended questions like, “What number is this?” and “What do you skip by?”	Basic	63%
	The QSR team scored none of observations as unsatisfactory in this component.	Unsatisfactory	0%

Engaging Students in Learning	The QSR team scored 93% of observations as proficient or distinguished in this component. In the distinguished observation, all students engaged in the learning task. In the proficient observations, most students intellectually engaged in the lesson. In one observation, students read an informational text, and the teacher assigned them "thinking jobs." The jobs required students to take notes as they read. As students finished their notes, the teacher provided prompting and scaffolding to help them develop their ideas. In these observations, teachers used a mix of instructional groupings to ensure ongoing student engagement. For example, one teacher used small group instruction to target individual students while other students engaged in learning stations.	Distinguished	8%
		Proficient	85%
	The QSR team scored none of the observations as basic in this component.	Basic	0%
	The QSR team scored less than 10% of the observations as unsatisfactory in this component.	Unsatisfactory	8%

Using Assessment in Instruction	The QSR team scored 73% of observations as proficient and none as distinguished in this component. In the proficient observations, teachers checked for student understanding using a variety of methods. In one observation, a student incorrectly pronounced a letter sound and the teacher responded by saying, “Oh no, let’s try that again.” The teacher later modeled the sound for the student and used a hand motion to help redirect the student. In another observation, the teacher allowed students the opportunity to refine their answers after a brief classroom discussion. The teacher said, “I will give you 30 seconds to adjust any part of your statement.” Students reflected on their work and made changes accordingly.	Distinguished	0%
		Proficient	73%
	The QSR team scored 18% of the observations as basic in this component. In the basic observations, teachers monitored student understanding through a single method, without checking for evidence of student understanding. In one observation, the teacher moved quickly through the content and gave only global feedback such as, “Good job” and “Got it?”	Basic	18%
	The QSR team scored less than 10% of the observations as unsatisfactory in this component.	Unsatisfactory	9%

APPENDIX I: THE CLASSROOM ENVIRONMENT OBSERVATION RUBRIC

The Classroom Environment	Unsatisfactory	Basic	Proficient	Distinguished
Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, putdowns, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among member of the class.
Establishing a Culture for Learning	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement, and little student pride in work.	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student pride in work. Both teacher and students are performing at the minimal level to "get by."	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student pride in work.	Students assumes much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates as passionate commitment to the subject.
Managing Classroom Procedures	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instruction time.	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
Managing Student Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teachers' response to student misbehavior is sensitive to individual student needs.

APPENDIX II: INSTRUCTION OBSERVATION RUBRIC

Instruction	Unsatisfactory	Basic	Proficient	Distinguished
Communicating with Students	Teacher's oral and written communication contains errors or is unclear or inappropriate to students. Teacher's purpose in a lesson or unit is unclear to students. Teacher's explanation of the content is unclear or confusing or uses inappropriate language.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion. Teacher attempts to explain the instructional purpose, with limited success. Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.	Teacher communicates clearly and accurately to students both orally and in writing. Teacher's purpose for the lesson or unit is clear, including where it is situation within broader learning. Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions. Makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking purpose to student interests. Explanation of content is imaginative, and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
Using Questioning and Discussion Techniques	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven with some high-level question; attempts at true discussion; moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students.	Students formulate may of the high-level questions and assume responsibility for the participation of all students in the discussion.
Engaging Students in Learning	Students are not at all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.	Students are intellectually engaged only partially, resulting from activities or materials or uneven quality, inconsistent representation of content or uneven structure of pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contribution to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
Using Assessment in Instruction	Students are unaware of criteria and performance standards by which their work will be evaluated, and do not engage in self-assessment or monitoring. Teacher does not monitor student learning in the curriculum, and feedback to students is of poor quality and in an untimely manner.	Students know some of the criteria and performance standards by which their work will be evaluated, and occasionally assess the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of the class as a whole but elicits no diagnostic information; feedback to students is uneven and inconsistent in its timeliness.	Students are fully aware of the criteria and performance standards by which their work will be evaluated, and frequently assess and monitor the quality of their own work against the assessment criteria and performance standards. Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information; feedback is timely, consistent, and of high quality.	Students are fully aware of the criteria and standards by which their work will be evaluated, have contributed to the development of the criteria, frequently assess and monitor the quality of their own work against the assessment criteria and performance standards, and make active use of that information in their learning. Teacher actively and systematically elicits diagnostic information from individual students regarding understanding and monitors progress of individual students; feedback is timely, high quality, and students use feedback in their learning.

APPENDIX III: DOMAIN AVERAGES BY COMPONENT

Percent of	2a	2b	2c	2d	3a	3b	3c	3d
Unsatisfactory	7%	6%	6%	12%	0%	0%	8%	9%
Basic	7%	35%	35%	12%	27%	63%	0%	18%
Proficient	80%	59%	59%	65%	67%	38%	85%	73%
Distinguished	7%	0%	0%	12%	7%	0%	8%	0%
Subdomain Average	**2.87**	**2.53**	**2.53**	**2.76**	**2.80**	**2.38**	**2.92**	**2.64**

	Domain 2	Domain 3
% of Proficient or above	70%	67%
Domain Averages	**2.67**	**2.68**

Appendix C1

SY 2019-2020 DC Public Charter School Board Compliance Review Report

Rocketship Education DC PCS

Requirement	Compliance Status	Due	On Time
Charter Board Calendar	**Compliant**	7/3/19	X
School Calendar	**Compliant**	7/3/19	✔
Student/Family Policies	**Compliant**	7/3/19	✔
Annual Report	**Compliant**	10/1/19	✔
Accreditation	**Compliant**	10/8/19	✔
Board Roster	**Compliant**	10/8/19	✔
Child Find Policy Checklist	**Compliant**	10/8/19	✔
Employee Policies	**Compliant**	10/8/19	✔
English Learner Services - PK-12 Schools	**Compliant**	10/8/19	✔
Insurance Certificate	**Compliant**	10/8/19	✔
Quarterly Board Meeting Minutes - Q1	**Compliant**	10/8/19	✔
Staff Preference	**Compliant**	10/8/19	✔
Title IX Checklist	**Compliant**	10/8/19	✔
Basic Business License	**Compliant**	N/A	✔
DC Non-Profit Status	**Compliant**	N/A	✔

A rating of *compliant* means the school has satisfied the compliance standards.
A rating of *in progress* means the school has provided an explanation or evidence that the issue is in the process of being remedied in a timely manner.
A rating of *not compliant* means the school has not provided an explanation or evidence of how the issue will be remedied, the timeline for addressing the issue has not been adequate, or the school has been non-responsive in addressing the issue.

Questions about this report can be directed to Janay Saunders at jsaunders@dcpcsb.org.

SY 2019-2020 DC Public Charter School Board Compliance Review Report

Rocketship Education DC PCS Campus Level Submissions

Requirement	Campus	Compliance Status	Due	On Time
Fire Drills	Rocketship - Legacy Prep	**Compliant**	7/3/19	✔
Student Support Team Meetings	Rocketship - Legacy Prep	**Compliant**	7/3/19	x
ADA Assurance	Rocketship - Legacy Prep	**Compliant**	10/8/19	✔
Certificate of Occupancy	Rocketship - Legacy Prep	**Compliant**	10/8/19	✔
Certified Staff to Administer Medicine	Rocketship - Legacy Prep	**Compliant**	10/8/19	✔
Lease	Rocketship - Legacy Prep	**Compliant**	10/8/19	✔
LRE Continuum of Services Checklist	Rocketship - Legacy Prep	**Compliant**	10/8/19	✔
School Emergency Response Plan	Rocketship - Legacy Prep	**Compliant**	10/8/19	✔
Seclusion & Restraint Checklist	Rocketship - Legacy Prep	**Compliant**	10/8/19	✔
Staff Roster and Background Checks	Rocketship - Legacy Prep	**Compliant**	10/8/19	✔
Fire Drill Schedule Mid-Year Update	Rocketship - Legacy Prep	**Compliant**	12/10/19	✔
Fire Drills	Rocketship - Rise Academy	**Compliant**	7/3/19	✔
Student Support Team Meetings	Rocketship - Rise Academy	**Compliant**	7/3/19	x
ADA Assurance	Rocketship - Rise Academy	**Compliant**	10/8/19	✔
Certificate of Occupancy	Rocketship - Rise Academy	**Compliant**	10/8/19	✔
Certified Staff to Administer Medicine	Rocketship - Rise Academy	**Compliant**	10/8/19	✔
Lease	Rocketship - Rise Academy	**Compliant**	10/8/19	✔
LRE Continuum of Services Checklist	Rocketship - Rise Academy	**Compliant**	10/8/19	x
School Emergency Response Plan	Rocketship - Rise Academy	**Compliant**	10/8/19	✔
Seclusion & Restraint Checklist	Rocketship - Rise Academy	**Compliant**	10/8/19	✔
Staff Roster and Background Checks	Rocketship - Rise Academy	**Compliant**	10/8/19	✔
Fire Drill Schedule Mid-Year Update	Rocketship - Rise Academy	**Compliant**	12/10/19	✔

Appendix C2

SY 2018-2019 DC Public Charter School Board Compliance Review Report

Rocketship Education DC PCS

Requirement	Compliance Status	Due	On Time
Charter Board Calendar	**Compliant**	7/19/2018	X
Student Handbook	**Compliant**	7/19/2018	X
School Calendar	**Compliant**	7/19/2018	✔
Q1 Procurement Contracts	**Compliant**	9/30/2018	✔
Annual Report	**Compliant**	10/2/2018	X
Sexual Violation Protocol	**Compliant**	10/9/2018	✔
Title IX	**Compliant**	10/9/2018	✔
Board Roster	**In Progress**	4/8/2019	N/A
Employee Handbook	**Compliant**	10/9/2018	✔
English Learners Assurance	**Compliant**	10/9/2018	✔
Child Find Policy Checklist	**Compliant**	10/9/2018	✔
Staff Preference	**Compliant**	10/9/2018	✔
Q1 Board Meeting Minutes	**Compliant**	10/9/2018	✔
Accreditation	**Compliant**	10/9/2018	✔
Insurance Certificate	**Compliant**	10/9/2018	✔
Student Enrollment Forms	**Compliant**	12/11/2018	✔
Basic Business License	**Compliant**	N/A	✔
DC Non-Profit Status	**Compliant**	N/A	✔

A rating of *compliant* means the school has satisfied the compliance standards.
A rating of *in progress* means the school has provided an explanation or evidence that the issue is in the process of being remedied in a timely manner.
A rating of *not compliant* means the school has not provided an explanation or evidence of how the issue will be remedied, the timeline for addressing the issue has not been adequate, or the school has been non-responsive in addressing the issue.

Questions about this report can be directed to Katie Dammann at kdammann@dcpcsb.org.

SY 2018-2019 DC Public Charter School Board Compliance Review Report

Rocketship Education DC PCS Campus Level Submissions

Requirement	Campus	Compliance Status	Due	On Time
Attendance SST Meetings	Rocketship - Rise	**Compliant**	7/19/2018	x
Fire Drill Schedule	Rocketship - Rise	**Compliant**	7/19/2018	✓
Certificate of Occupancy	Rocketship - Rise	**Compliant**	10/9/2018	✓
Seclusion & Restraint Checklist	Rocketship - Rise	**Compliant**	10/9/2018	✓
Staff Roster and Background Checks	Rocketship - Rise	**Compliant**	10/9/2018	✓
Certified Staff to Administer Medicine	Rocketship - Rise	**Compliant**	10/9/2018	x
LRE Continuum of Services Checklist	Rocketship - Rise	**Compliant**	10/9/2018	✓
ADA Assurance	Rocketship - Rise	**Compliant**	10/9/2018	✓
School Emergency Response Plan	Rocketship - Rise	**Compliant**	10/9/2018	✓
Fire Drill Schedule (Mid-Year Update)	Rocketship - Rise	**Compliant**	12/11/2018	✓
Attendance SST Meetings	Rocketship - Ward 7	**Compliant**	7/19/2018	x
Fire Drill Schedule	Rocketship - Ward 7	**Compliant**	7/19/2018	✓
Certificate of Occupancy	Rocketship - Ward 7	**Compliant**	10/9/2018	✓
Seclusion & Restraint Checklist	Rocketship - Ward 7	**Compliant**	10/9/2018	✓
Staff Roster and Background Checks	Rocketship - Ward 7	**Compliant**	10/9/2018	✓
Certified Staff to Administer Medicine	Rocketship - Ward 7	**Compliant**	4/8/2019	N/A
LRE Continuum of Services Checklist	Rocketship - Ward 7	**Compliant**	10/9/2018	✓
ADA Assurance	Rocketship - Ward 7	**Compliant**	10/9/2018	✓
School Emergency Response Plan	Rocketship - Ward 7	**Compliant**	10/9/2018	✓
Fire Drill Schedule (Mid-Year Update)	Rocketship - Ward 7	**Compliant**	12/11/2018	✓

Appendix C3

SY 2017-2018 DC Public Charter School Board Compliance Review Report

Rocketship DC PCS

Requirement	Compliance Status	Due	On Time
Charters Board Calendar	**Compliant**	8/1/17	✔
School Calendar	**Compliant**	8/1/17	x
Student/Family Handbook	**Compliant**	8/1/17	x
Annual Report	**Compliant**	10/2/17	x
Employee Handbook: Employment Policies	**Compliant**	10/10/17	✔
Board Meeting Approved Minutes - 1st Quarter	**Compliant**	10/10/17	x
Accreditation	**Compliant**	10/10/17	✔
Board Roster	**Compliant**	10/10/17	x
Certificate of Insurance	**Compliant**	10/10/17	✔
Litigation Proceedings Calendar	**Compliant**	10/10/17	✔
Student Enrollment Forms	**Compliant**	12/12/17	x
Basic Business License	**Compliant**	N/A	✔
DC Non-Profit Status	**Compliant**	N/A	✔

A rating of *compliant* means the school has satisfied the compliance standards.
A rating of *in progress* means the school has provided an explanation or evidence that the issue is in the process of being remedied in a timely manner.
A rating of *not compliant* means the school has not provided an explanation or evidence of how the issue will be remedied, the timeline for addressing the issue has not been adequate, or the school has been non-responsive in addressing the issue.

Questions about this report can be directed to Katie Dammann at kdammann@dcpcsb.org.

SY 2017-2018 DC Public Charter School Board Compliance Review Report

Rocketship DC PCS Campus Level Submissions

Requirement	Compliance Status	Due	On Time
Fire Drill Schedule	Rocketship - Rise	8/1/17	x
Certificate of Occupancy	Rocketship - Rise	10/10/17	✔
Lease/Purchase Agreement and Right of Entry	Rocketship - Rise	10/10/17	✔
School Nurse Notification/Certified Staff to Administer Medication	Rocketship - Rise	10/10/17	✔
Seclusion and/or Restraint Checklist	Rocketship - Rise	10/10/17	x
Sexual Violation Protocol Assurance Letter	Rocketship - Rise	10/10/17	✔
School Emergency Response Plan	Rocketship - Rise	10/10/17	✔
Special Education Packet	Rocketship - Rise	10/10/17	✔
Staff/Volunteer Roster and Background Checks	Rocketship - Rise	10/10/17	✔
Fire Drills Conducted	Rocketship - Rise	12/12/17	✔
Fire Drill Schedule	Rocketship - Ward 7	8/1/17	x
Certificate of Occupancy	Rocketship - Ward 7	10/10/17	✔
Staff/Volunteer Roster and Background Checks	Rocketship - Ward 7	10/10/17	x
Lease/Purchase Agreement and Right of Entry	Rocketship - Ward 7	10/10/17	x
School Nurse Notification/Certified Staff to Administer Medication	Rocketship - Ward 7	10/10/17	✔
Special Education Packet	Rocketship - Ward 7	10/10/17	x
Seclusion and/or Restraint Checklist	Rocketship - Ward 7	10/10/17	x
Sexual Violation Protocol Assurance Letter	Rocketship - Ward 7	10/10/17	✔
School Emergency Response Plan	Rocketship - Ward 7	10/10/17	✔
Lead	Rocketship - Ward 7	11/10/17	✔
Fire Drills Conducted	Rocketship - Ward 7	12/12/17	✔

Appendix C4

DC PUBLIC CHARTER SCHOOL BOARD

SY 2016-2017 DC Public Charter School Board Compliance Review Report

Rocketship DC PCS

Requirement	Compliance Status	Due	On Time
School Calendar	**Compliant**	7/26/16	✔
Goals and Assessments	**Compliant**	7/26/16	✔
Fire Drill Schedule	**Compliant**	7/26/16	✔
Charters Board Calendar	**Compliant**	7/26/16	✔
Monthly Financial Statements - July	**Compliant**	8/31/16	✔
Charter School Athletics Compliance	**Compliant**	9/14/16	✔
Student/Family Handbook	**Compliant**	9/18/16	✔
Professional Development Calendar (Title I Schools)	**Compliant**	9/30/16	✔
Monthly Financial Statements - August	**Compliant**	9/30/16	✔
Board Bylaws (new schools only)	**Compliant**	10/6/16	✔
Certificate of Insurance	**Compliant**	10/6/16	✔
Lease/Purchase Agreement and Right of Entry	**Compliant**	10/6/16	✔
Sexual Violation Protocol Assurance Letter	**Compliant**	10/6/16	✔
ADA	**Compliant**	10/6/16	✔
Articles of Incorporation (new schools only)	**Compliant**	10/6/16	✔
Staff Preference	**Compliant**	10/6/16	✔
Title IX	**Compliant**	10/6/16	✔
Certificate of Occupancy	**Compliant**	10/6/16	✔
Accreditation	**Compliant**	10/6/16	✔
Staff/Volunteer Roster and Background Checks	**Compliant**	10/6/16	✔
Litigation Proceedings Calendar	**Compliant**	10/6/16	✔
School Emergency Response Plan	**Compliant**	10/6/16	✔
Employee Handbook: Employment Policies	**Compliant**	10/6/16	✔
School Nurse Notification/Certified Staff to Administer Medication	**Compliant**	10/6/16	✔
Monthly Financial Statements - September	**Compliant**	11/13/16	✔
Board Meeting Approved Minutes - 1st Quarter	**Compliant**	11/18/16	x
Board Roster	**Compliant**	11/18/16	x
Child Find Policy	**Compliant**	11/22/16	✔
SPED-Continuum of Services	**Compliant**	11/22/16	✔
Monthly Financial Statements - October	**Compliant**	11/30/16	✔
Student Enrollment Forms	**Compliant**	12/8/16	✔
Fire Drills Conducted	**Compliant**	12/8/16	✔
Facilities Expenditure Data Inputs	**Compliant**	12/15/16	✔
ELL	**Compliant**	12/19/16	✔
Monthly Financial Statements - November	**Compliant**	12/30/16	✔
Basic Business License	**Compliant**	N/A	✔
DC Non-Profit Status	**Compliant**	N/A	✔

A rating of *compliant* means the school has satisfied the compliance standards.
A rating of *in progress* means the school has provided an explanation or evidence that the issue is in the process of being remedied in a timely manner.
A rating of *not compliant* means the school has not provided an explanation or evidence of how the issue will be remedied, the timeline for addressing the issue has not been adequate, or the school has been non-responsive in addressing the issue.

Questions about this report can be directed to Katie Dammann at kdammann@dcpcsb.org.

Appendix D1

Division of Specialized Education
Office of Quality Assurance & Monitoring
Glossary

APR: *Annual Performance Report* – Measures and reports on the District of Columbia's progress in meeting the targets and goals specified in the District of Columbia's State Performance Plan to the **Office of Special Education Programs (OSEP)**.

AYP: *Adequate Yearly Performance* – A measurement defined by the No Child Left Behind Act that allows the U.S. Department of Education to determine how every public school and school district in the country is performing academically according to results on standardized tests.

BIP: *Behavior Intervention Plan* - Written plan that describes how an educational setting will be changed to improve the behavioral success of a student. The intervention must be based on the hypothesized caused (function) of the student's behavior which is found in his or her **Functional Behavior Assessment (FBA)**.

COA: *Certificate of Approval* - All nonpublic schools must receive a COA from OSSE prior to accepting any referral or placement of a District student with a disability or ward of the District with an IEP funded by the District government. Before receiving a COA, a non-public school must demonstrate to the satisfaction of OSSE that the health and safety of the students is protected and that the school is able to implement the provisions of each student's IEP.

DC CATS: *District of Columbia Corrective Action Tracking System*

Disproportionality: When there are more children from a particular racial or ethnic group who are experiencing a given situation more than would be expected, based on the group's representation in the general population.

Due Process Hearing: Procedure to resolve disputes between parents and schools; administrative hearing before an impartial hearing officer or administrative law judge.

Early Childhood Transition: All children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community and receive services by their third birthday.

EDGAR: *Education Department General Administrative Regulations* – The established regulations that the United States Department of Education (DOE) must adhere to; the guidelines that the state and local agencies must follow when working with the DOE.

EIS – *Early Intervention Services* – Education and services provided to support young children who have a diagnosed physical or mental condition, an existing delay, or who are at risk of developing a delay or special need that may affect their development or impede their education.

FAPE: *Free Appropriate Public Education* – The **IDEA** requires that a free appropriate public education is made available to all children with disabilities residing in the State between the ages of 3 and 21, including children with disabilities who have been suspended or expelled from school.

FBA: Functional Behavior Assessment - Process of identifying the cause of a student's behavior before developing an intervention plan for him or her.

FFY: *Federal Fiscal Year*

Focused Monitoring: Monitoring process in which priority areas are purposefully selected to be examined for compliance and results, with a focus on identifying the root cause of noncompliance or poor results.

GEPA: *General Education Provision Act*

IDEA: *Individuals with Disabilities Education Act* – Federal law that governs how states and public agencies provide early intervention, special education and related services to children with disabilities. Infants and toddlers with disabilities (birth to 2 years old) receive early intervention services under IDEA Part C, and children and youth (3 to 21 years old) receive special education and related services under IDEA Part B.

IEP: *Individual Education Plan or Program* – Plan developed for every student with a disability who is found to meet the federal and state requirements for special education. The **IEP** must be designed to provide the child with a **Free Appropriate Public Education (FAPE)**.

LEA: *Local Educational Agency* – An educational agency responsible for providing free public elementary and secondary instruction or education support services within a U.S. state or territory.

LRE: *Least Restrictive Environment* – Requirement to educate special needs children with children who are not disabled to the maximum extent possible.

Mediation: One method of resolving disputes between parents and schools; must be voluntary, cannot be used to deny or delay right to a due process hearing; must be conducted by a qualified and impartial mediator who is trained in effective mediation techniques.

Non-Public: Schools which serve District of Columbia students with disabilities that are not part of the District of Columbia Public Schools or any other public school or public charter school system. All nonpublic schools must receive a **Certificate of Approval (COA)** from OSSE prior to accepting any referral or placement of a District student with a disability or ward of the District with an IEP funded by the District government.

ODR: Office of Dispute Resolution - OSSE office which is responsible for the conduct of special education due process hearings. ODR ensures that parents of children with disabilities and public educational agencies have an opportunity to seek due process hearings to resolve disagreements over the identification, evaluation, educational placement of a child with disabilities, or the provision of a free appropriate public education to the child.

OMB: *Office of Management and Budget for the United States*

OSEP: *Office of Special Education Programs for the United States Department of Education*

Performance Improvement Plan: Tool to monitor and measure the results and practices, processes and/or behaviors of a particular **LEA** in an effort to improve performance.

Post-Secondary: Institutes of higher learning beyond secondary schools, e.g. colleges, universities and professional schools.

QSR: Quality Service Review – Established system review used to evaluate the way that individual students are provided services by the District.

Re-Evaluation: Procedure to determine whether a child has a disability and the nature and extent of the **special education** and **related services** that the child needs; re-evaluations shall occur at least once every three years, unless the parent and LEA agree that a reevaluation is unnecessary; reevaluations shall not occur more frequently than once a year, unless the parent and LEA agree otherwise.

Related Services: Services necessary for the child to benefit from special education; includes speech language pathology and audiology services, behavior support services, physical and occupational therapy, etc.

RSMR: *Related Service Management Report* – Report which allows LEAs to proactively manage related service delivery.

SEA: *State Educational Agency* – Formal government label for the **state**-level government agencies within each U.S. **state or territory** responsible for providing information, resources and technical assistance on educational matters to schools and residents; OSSE is the SEA for the District of Columbia.

Secondary Transition: When the child turns 16 (or younger if determined appropriate by the IEP Team), and updated annually thereafter, the IEP must include:

1. Appropriate measureable postsecondary goals based upon age appropriate transition assessments related to training, education, employment and where appropriate, independent living skills; **and**
2. Transition services (including courses of study) needed to assist the child in reaching those goals.

SEDS: *Special Education Data System* – Electronic data system for developing and recording Individualized Education Programs and evaluations and reevaluations within the District of Columbia.; SEDS is the **system of record** for the District of Columbia.

Self-Assessment: Process that allows an organization to clearly discern its strengths and areas in which improvements can be made, and culminates in planned improvement actions which are then monitored for progress.

Special Education: Specially designed instruction, at no cost to parent, to meet the unique needs of a student with a disability, including instruction conducted in the classroom, in the home, in hospitals, institutions and other settings.

SPP: *State Performance Plan* – Plan developed by OSSE with 20 indicators for improving outcomes of children with disabilities in the District of Columbia; the SPP serves as a road map that outlines performance goals and annual targets that ensure accelerated reform.

TA: *Technical Assistance* – Assistance in carrying out policy studies, providing advice, supporting project preparation and implementation, and enhancing capabilities of an organization.

US ED: United States Department of Education – Cabinet-level department of the United States government. Created by the Department of Education Organization Act (Public Law 96-88), it was signed into law by President Jimmy Carter on October 17, 1979 and began operating on May 4, 1980.

Appendix D2

Special Education Glossary for Review and Renewal Reports
(Terms listed in order of appearance)

Individuals with Disabilities Education Act (IDEA)
IDEA is a federal law, codified as 20 U.S.C. §§ 1400 et seq. It ensures students with disabilities are provided with free, appropriate public education that is tailored to their individual needs. Each students' needs are captured in their Individualized Education Program (IEP).

Section 504 of the Rehabilitation Act of 1973
The Rehabilitation Act of 1973 is a federal law, codified as 29 U.S.C. § 701 et seq. Section 504 of the law prohibits discrimination against people with disabilities in programs that receive federal financial assistance (e.g., public elementary and secondary schools). Section 504 protects students with disabilities from exclusion and unequal treatment in schools.

Annual Determinations
Each year, IDEA requires OSSE, as the state education agency (SEA), to make determinations annually about the performance of LEAs with special education requirements. OSSE publishes its findings in an Annual Determination report, as required by the Code of Federal Regulations (34 C.F.R. § 300.600). Each year's report is based on compliance data collected from the prior federal fiscal year. For example, in SY 2017-18, OSSE published its 2015 Annual Determination reports based on FFY 2015-16 performance. OSSE must use the same categories that the United States Department of Education, Office of Special Education Programs (OSEP) uses for state determinations as outlined in Section 616(d) of IDEA. These categories are: Meets Requirements, Needs Assistance, Needs Intervention, and Needs Substantial Intervention.

On-Site Monitoring
OSSE conducts on-site monitoring visits at select LEAs to determine whether they are compliant with federal and local laws and regulations (including special education and related service requirements). OSSE selects LEAs for on-site monitoring visits based on its Risk-Based Monitoring Guidance and assigns a risk designation to each LEA based on several criteria, including IDEA Part B performance. OSSE then uses the risk designation (typically "high-risk") to determine if an LEA will receive on-site monitoring. During the visits, OSSE reviews documents; interviews staff, families, and students; and examines fiscal records. After each visit, OSSE produces an On-Site Monitoring Report. Each LEA is responsible for being fully compliant with student-level indicators and LEA-level indicators in the report. If OSSE determined an LEA was less than 100% compliant with a student-level indicator that could not be corrected retroactively, OSSE would identify the point of

noncompliance as an LEA-level violation and give the LEA 365 days to correct the finding.

IDEA Procedural Timeliness Monitoring
OSSE monitors schools in three areas related to timeliness of creating and maintaining compliant IEP for students: 1) Initial Evaluation, 2) Reevaluation, and 3) Part C to B Transition.

1) *Initial Evaluation*
   An initial evaluation is a process used to determine whether a student has a disability and, if so, the nature and extent of the special education and related services the student needs. Under District of Columbia law (D.C. Code § 38-2561.02(a)(2)(A)), each LEA must make reasonable efforts to obtain parental consent for initial evaluation within 30 calendar days of referral. Each LEA must complete initial evaluations within 60 calendar days of receiving parental consent.

2) *Reevaluation*
   Conducted after an initial evaluation, a reevaluation is used to determine whether a student with an identified disability still has a disability. Each LEA must conduct a reevaluation for each student with a disability at least once every three years. The LEA must conduct a reevaluation whether or not the student's needs have changed, unless the parent and the LEA agree that a reevaluation is unnecessary.

3) *Part C to B Transition*
   The IDEA requires that for all children who receive early intervention services in Part C (birth through age two) and who are potentially eligible for Part B special education services (age three to 21), there is a smooth and effective transition from one system to the next. Specific regulations for Part B and for Part C of IDEA set forth the programmatic requirements that must take place by a child's third birthday (34 C.F.R. 300.124).

Secondary Transition Monitoring
The IDEA requires that transition planning for students who receive special education services and have an IEP must begin by age 16.[1] This process involves the

[1] On July 1, 2018 the Enhanced Special Education Services Amendment Act of 2014 took effect and required that secondary transition planning in DC must be in effect after a child with a disability turns 14. However, OSSE's Secondary Transition Monitoring currently aligns with the age requirement of the IDEA, 16 years and up.

development of a plan with goals that will transition students from high school to postsecondary employment, education/training, and independent living.[2]

Child Find Monitoring
Child Find is a set of policies, procedures, and public awareness activities designed to locate, identify, and evaluate students who may require special education and related services. Each LEA must have policies and procedures designed to ensure child find takes place. OSSE conducts desktop reviews of all LEA child find policies to ensure they are compliant with the law and do not adversely affect special education identification rates. Additionally, starting in SY 2018-19 and consistent with a judicial order (*D.L. v. The District of Columbia* (Case No. 1:05-cv-01437), 860 F.3d 713 (DC Cir. 2017)), OSSE compares every LEA's special education enrollment rate to the target special education enrollment rate (8.5%) for all students and specifically for students age 3-5 years old, if applicable.

Disproportionate Representation Review
Each year, OSSE reviews whether LEAs have inappropriately identified students as having a disability. OSSE also reviews whether LEAs have disproportionately identified students of a particular race or ethnicity as having a disability. OSSE bases its review on a given school year's enrollment audit and child count data. (Child count refers to activities an LEA completes to accurately count all students ages 3-21 receiving special education services, identify their educational environments, and appropriately identify service levels to comply with federal and state reporting requirements.) OSSE only reviews LEAs with an enrollment of 40 or more students with disabilities and five or more students with disabilities in the qualifying racial or ethnic subgroup. LEAs found to have disproportionate representation must complete and submit a self-study to assess its own policies and practices related to child find, evaluation, and eligibility. An LEA will be cited for non-compliance if the disproportionate representation was found to be the result of inappropriate identification.

Significant Discrepancy Review
OSSE annually reviews LEAs rates of suspension and expulsion for students with disabilities as compared to their non-disabled peers. This review is based on the prior school year's data. OSSE will annually define what constitutes 'significant discrepancy' between these two rates. For those LEAs found to have significant discrepancy, OSSE requires the LEA to complete and submit a self-study to review its own policies and practices related to the development and implementation of individualized education programs (IEPs), procedural safeguards, and the use of positive behavioral interventions and supports. An LEA will be cited for significant

[2] 34 C.F.R. 300.320(b)-(c).

discrepancy noncompliance only if the school's policies and practices do not comply with regulatory requirements.

Significant Disproportionality Review
Each year, OSSE reviews LEAs for significant disproportionality when students in a racial or ethnic group are more likely to be:

- Identified as a student with a disability;
- Identified as a student with a particular disability;
- Placed in more restrictive settings; or
- Suspended or expelled at a higher rate than students in other racial or ethnic groups.

Under this rule, if a state identifies significant disproportionality based on race or ethnicity in an LEA with respect to the identification of children as children with disabilities, the identification of children in specific disability categories, the placement of children with disabilities in particular educational settings, or the taking of disciplinary actions, the LEA must reserve 15 percent of IDEA funds for Comprehensive CEIS to address factors contributing to the significant disproportionality.

Beginning with its review of the 2019-2020 school year, OSSE is implementing the multi-year flexibility to identify LEAs having significant disproportionality. Under this flexibility, OSSE continues to examine LEAs for significant disproportionality annually, but will only identify LEAs that exceed the risk ratio thresholds in the same analysis category for multiple years.

Hearing Officer Determination (HOD) Implementation Review
Per IDEA, OSSE must ensure parents of students with disabilities have an opportunity to seek an impartial due process hearing to resolve disagreements over specific student-level issues. After each due process hearing, OSSE's Office of Dispute Resolution issues a written HOD, detailing its findings along with any actions the LEA must fulfill. Many other complaints are withdrawn for a number of reasons, including settlement. Not all outcomes are required to be tracked; thus, for the purposes of charter reviews and renewals, DC PCSB reports only on HODs that resulted in a finding of noncompliance against the LEA. OSSE manages and oversees compliance through the HOD Tracker (formerly called the Blackman Jones database), that tracks the timely implementation of actions required by HODs.

> ***Due Process Complaint***- Due process typically involves legal counsel in the District but an attorney is not required. The process involves a hearing and address student specific issues. Systemic issues, or issues across an entire school may not be addressed through a due process complaint. The parties

have multiple opportunities during the process to resolve their concerns through agreement or a hearing officer issues a decision on the issues after the hearing.

State Complaints – The state complaint process is an administrative investigation process where any person may file a complaint with OSSE requesting the investigation of student specific or systemic (across the LEA issues). The complaint must include facts regarding the specific student violations or systemic violations to allow the agency to investigate. OSSE will interview the complainant and school staff, investigate records, and issue a written decision determining if the school violated special education law.

Appendix E1

DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF
EDUCATION

ENCLOSURE 2

FEDERAL FISCAL YEAR (FFY) 2016 IDEA PART B LEA PERFORMANCE DETERMINATIONS

LEA:	Rocketship DC Public Charter School
Final Percentage Rating:	90%
Determination Level:	Meets Requirements

SUMMARY OF EACH REQUIRED ELEMENT AND RATING ASSIGNED

Element	Element Description	Determination Criteria	Number of Points Achieved	Number of Points Possible
1	History, nature and length of time of any reported noncompliance (APR Indicators 4b, 9, 10, 11, 12, and 13)	• Indicator 4b – N/A • Indicator 9 – N/A • Indicator 10 – N/A • Indicator 11 – 90% -94% compliance rate • Indicator 12 – N/A • Indicator 13 – N/A	2	2
2	Information regarding timely, valid and reliable data	• FFY 2016 child count data submitted timely • FFY 2016 Phase I and Phase II applications not submitted timely	1	2
3a	Identified noncompliance from on-site compliance monitoring and/or focused monitoring	• LEA did not receive a report in FFY 2016 as the result of an on-site monitoring visit	N/A	N/A
3b	Dispute resolution findings	• No dispute resolution complaints were filed against the LEA or 0-2 findings of noncompliance	N/A	N/A

4	Outcomes of sub-recipient audit reports	• Timely submission of Single Audit Report (if applicable) – N/A • Type of Auditor's Single Audit Report Issued on Compliance (if applicable) – N/A • Significant deficiencies identified by the Auditor that are not a material weakness in the Single Audit Report (if applicable) –N/A • Material weaknesses identified by the Auditor in the Single Audit Report (if applicable) – N/A • Auditor's designation as low-risk sub-recipient in the Single Audit Report (if applicable) – N/A • Significant deficiencies identified by the Auditor that are not a material weakness in the annual independent audit – 4 • Material weaknesses identified by the Auditor in the annual independent audit – 4 • Noncompliance or other matters identified by the Auditor that is required to be reported under Government Auditing Standard – 4 • This LEA did not submit an A-133 audit	4	4
5	Other data available to OSSE regarding the LEA's compliance with the IDEA, including, but not limited to, relevant financial data	• Reimbursement for a minimum of 60% of its IDEA, Section 611 funds within the first 15 months of the FFY 2016 grants cycle	2	2
6	Compliance with the IDEA Maintenance of Effort (MOE) requirement	• N/A	N/A	N/A
7	Performance on selected District of Columbia State Performance Plan (SPP) indicator: Indicator 3b	• Reading assessment: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup • Math assessment: LEA did not serve students in this category or LEA did not meet the "n" size for disability subgroup	N/A	N/A

	Performance on selected District of Columbia State Performance Plan (SPP) indicators: Indicator 3c[1]	**LEA performance results on the Partnership for Assessment of Readiness for College and Careers (PARCC) assessment and Multi-State Alternate Assessment (MSAA) for the students with disabilities subgroup:**	**Reading**	**Math**
		Proficiency rates are calculated based on the following performance levels: • PARCC Level 4: Percentage of students who met expectations • PARCC Level 5: Percentage of students who exceeded expectations • MSAA Level 3: Percentage of students who met expectations • MSAA Level 4: Percentage of students who exceeded expectations • N/A — LEA did not meet minimum "n" size for disability subgroup	N/A	N/A
8	Evidence of correction of findings of noncompliance that were issued in FFY 2016 and due for correction in FFY 2017, including progress toward full compliance	• The LEA was not issued any findings of noncompliance in FFY 2016 due for correction in FFY 2017.	N/A	N/A
		Total Number of Points Achieved		9
		Total Possible Points from Applicable Elements		10
		Percentage of Points Achieved from Applicable Elements		90%

[1] For FFY 2016 IDEA Part B Determinations, OSSE is reporting the performance of each LEA's students with disabilities subgroup on the Partnership for Assessment of Readiness for College and Careers (PARCC) and FFY 2016 Multi-State Alternate Assessment (MSAA). This indicator will not be assigned a weight for this year.

Appendix E2

DETERMINATION LEVEL

FFY 2018 IDEA DETERMINATION LEVEL

Meets Requirements

LEA NAME

Rocketship DC PCS

TOTAL POINTS ACHIEVED

14

TOTAL POINTS POSSIBLE

16

PERCENTAGE

87.50%

FFY 2017 IDEA DETERMINATION LEVEL

Meets Requirements

FFY 2016 IDEA DETERMINATION LEVEL

Meets Requirements

OSSE encourages all LEAs to access technical assistance opportunities in order to improve performance and results for children and youth with disabilities. Specifically, OSSE's Division of Teaching and Learning publishes professional development training opportunities in its Professional Development Catalogue.These opportunities are also communicated to LEAs via OSSE's weekly newsletter, the LEA Look Forward and on the OSSE Events Calendar.

For more information regarding OSSE's Division of Teaching and Learning, please contact Osse.tta@dc.gov.

Determination Ratings

OSSE reviewed available data for each LEA across all elements, assigned a point value for each element, summed the total, and then divided it by points available for applicable elements in order to establish each LEA's determination rating. Not all metrics are applicable to each LEA; for example,

some LEAs will not have data for correction of noncompliance because they were not issued findings of noncompliance during the applicable reporting period. Categories that were not applicable are not accounted for in the denominator of the calculation.

The calculation for rating points is as follows: % = Total number of points earned/ Total point value from applicable elements

Table 1 below shows the total rating points associated with each determination level.

Determination Level	Total Rating Points
Meets Requirements	81 – 100% of Points from Applicable Elements
Needs Assistance	61 – 80% of Points from Applicable Elements
Needs Intervention	41 – 60% of Points from Applicable Elements
Needs Substantial Intervention	0 – 40% of Points from Applicable Elements

Enforcement Actions

States must use appropriate enforcement actions as listed at section 616(e) and in the Part B regulations at 34 CFR §300.600(a) that refer to the actions listed in 34 CFR §300.604. In addition to the enforcement actions required below, OSSE may apply enforcement actions to LEAs with determination levels of “needs assistance” or “needs intervention.”

Determination Level	Enforcement Actions
Meets Requirements	None
Needs Assistance	State shall take one or more of the following actions if the LEA receives this determination for two or more consecutive years: • Advise the LEA of available sources of technical assistance and require the LEA to work with appropriate entities • Direct the use of funds • Impose special conditions In addition, the state must prohibit the LEA from reducing the LEA’s maintenance of effort under 34 CFR §300.203 for any fiscal year
Needs Intervention	If the LEA receives this determination for three or more consecutive years, the state may take any of the actions described above, and shall take one or more of the following: • Require a corrective action plan or improvement plan if the state determines that the LEA should be able to correct the problem within one year • Require the LEA to enter into a compliance agreement if the state has reason to believe that the LEA cannot correct the problem within one year • Recover funds • Withhold further payments
Needs Substantial Intervention	At any time that the state determines that an LEA needs substantial intervention, the state shall take any of the actions described above, and require one or more of the following: • Recover funds • Withhold further payments

Appendix E3

OCTO

My Apps LEA Continuous Educ… OSSE IDEA Determinati…

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IDEA Determi… D…

Return

ENT 4 | ELEMENT 5 | ELEMENT 6 | ELEMENT 7 | ELEMENT 8 | OVERVIEW OF IDEA DETERMINA

DETERMINATION LEVEL

FFY 2017 IDEA DETERMINATION LEVEL

Meets Requirements

TOTAL POINTS ACHIEVED

13

TOTAL POINTS POSSIBLE

15

PERCENTAGE

86.67%

FFY 2016 IDEA DETERMINATION LEVEL

Meets Requirements

OSSE encourages all LEAs to access technical assistance opportunities in order to improve performance and results for children and youth with disabilities. Specifically, OSSE's Division of Teaching and Learning publishes professional development training opportunities in its Professional Development Catalogue.These opportunities are also communicated to LEAs via OSSE's weekly newsletter, the LEA Look Forward and on the OSSE Events Calendar.

For more information regarding OSSE's Division of Teaching and Learning, please contact Osse.tta@dc.gov.

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Enforcement Actions

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Determination Level	Enforcement Actions
Meets Requirements	None
Needs Assistance	State shall take one or more of the following actions if the LEA receives this determination for two or more consecutive years: • Advise the LEA of available sources of technical assistance and require the LEA to work with appropriate entities • Direct the use of funds • Impose special conditions In addition, the state must prohibit the LEA from reducing the LEA’s maintenance of effort under 34 CFR §300.203 for any fiscal year
Needs Intervention	If the LEA receives this determination for three or more consecutive years, the state may take any of the actions described above, and shall take one or more of the following: • Require a corrective action plan or improvement plan if the state determines that the LEA should be able to correct the problem within one year • Require the LEA to enter into a compliance agreement if the state has reason to believe that the LEA cannot correct the problem within one year • Recover funds • Withhold further payments
Needs Substantial Intervention	At any time that the state determines that an LEA needs substantial intervention, the state shall take any of the actions described above, and require one or more of the following: • Recover funds • Withhold further payments

Appendix F

DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF
EDUCATION

June 30, 2020

Joyanna Smith
Regional Director
Rocketship DC Public Charter School
2335 Raynolds Place SE
Washington, DC 20020

Re: School Year 2019 – 2020 Child Find and School Year 2018 – 2019 Child Find for 3- through 5-Year-Old Children Review Notification and Required Next Steps

Dear Ms. Smith:

As the state education agency (SEA) for the District of Columbia, the Office of the State Superintendent of Education (OSSE) is responsible for monitoring and enforcing the implementation of the Individuals with Disabilities Education Act (IDEA) in all local education agencies (LEAs) and public agencies in the District of Columbia (34 CFR §300.600). The IDEA regulations require the state to ensure that all children with disabilities residing in the District of Columbia who are in need of special education and related services are identified, located, and evaluated (34 CFR §300.111). This is known as the "Child Find" requirement under the IDEA. OSSE monitors Child Find activities on an annual basis. In addition, in the 2019-2020 school year OSSE began monitoring of LEA Child Find rates for 3- through 5-Year-Old children with disabilities in compliance with *D.L. v. District of Columbia*. This letter contains the results of this monitoring activity.

D.L. v. District of Columbia Data for 3- through 5-Year-Old Children for the 2018 – 2019 School Year
OSSE has reviewed your LEA's Child Find data reported to the U.S. District Court pursuant to *D.L. v. District of Columbia* for 3-through 5-year-old children for the 2018 – 2019 school year and found Rocketship DC Public Charter School (PCS) has identified 4.1 percent of its students as receiving services under IDEA, lower than DC's required 8.5 percent Child Find threshold. While low rates of identification do not necessarily indicate noncompliance with IDEA, it is important to ensure that such rates are not the result of inappropriate policies and procedures.

Please review this memo for information about the enhanced monitoring procedures OSSE undertook related to Child Find for preschool children, and to understand required activities based on your LEA's rate**.**

Background: 2018 – 2019 School Year Child Find for 3- through 5-Year-Old Children Monitoring Review
On Aug. 30, 2017, OSSE issued a Dear Colleague Letter on Key IDEA Requirements Related to *D.L. v. District of Columbia* to all local educational agencies (LEAs). This letter explained that *D.L. v. District of Columbia* relates to the alleged failure of the District to identify and serve 3-through 5-year-old children with disabilities. This letter additionally notified LEAs that the Court requires the District to ensure that at least 8.5 percent of children aged 3 through 5, who reside in or are wards of the District, are "enrolled" (see link above for definition of "enrolled") in special education services. OSSE has conducted

ongoing review and follow-up to examine policies, practices, and procedure for LEAs with special education identification rates below the established 8.5 percent threshold. OSSE will conduct annual reviews of LEA Child Find data to determine if your LEA is meeting the 8.5 percent District-wide Child Find rate.

Required Actions
As a result of your LEA having an identification rate below 8.5 percent, OSSE is requiring that your LEA participate in a Child Find webinar, submit an electronic copy of its Child Find policy, and receive tailored technical assistance focused on your LEA's practices and procedures for identification children 3-through 5-years-old as suspected of having a disability. The webinar will provide an overview of the Child Find process, LEAs' responsibilities in the Child Find process and ways to establish a robust Child Find process at your LEA. This hour-long webinar will take place on August 12, 2020 at 10 a.m. and Sept. 9, 2020 at 3:30 p.m. Please register for one of these webinars by clicking on the training date you wish to attend no later than July 30, 2020. It is recommended that the individuals responsible for overseeing your LEA's special education program participate in the webinar.

The Child Find policy and procedures should be sent to your OSSE State Contact, Denise Nedab at DeniseB.Nedab@dc.gov no later than **Friday, August 14, 2020.** Upon receipt of your LEA's Child Find policy, OSSE will review and determine compliance in accordance with IDEA regulations. In order to provide technical assistance, OSSE will review student and LEA-level data to determine key areas for improvement, and will partner with your LEA to provide differentiated supports to ensure Child Find practices are improved.

Please note that your LEA must participate in the webinar, submit its Child Find policies, and receive technical assistance in order to demonstrate compliance in the area of Child Find.

I encourage you to use the resources and tools available on OSSE's website for more information on appropriate Child Find practices, including OSSE's recent Child Find professional development materials, which include a Child Find policy guidance and a template that can be customized to meet the needs of your school.

If you have questions about the Child Find monitoring process, please contact Megan Williams at (202) 741-0477 or Megan.Williams@dc.gov. Thank you for your cooperation and continued work to improve results for children with disabilities.

Sincerely,

Victoria Glick
Deputy Assistant Superintendent, Division of Systems and Supports, K-12

cc: Jennifer Garmirian, Special Education POC
Avni Murray, Manager, DC Public Charter School Board

Appendix F1

Initial Evaluation Q1 (Jul. 1, 2019 - Sept. 30, 2019)

Agency: **Rocketship DC PCS**
Initial Release Date: **2/3/2020**
Date of Notification: **3/3/2020**
Days Remaining: **208**

The percent compliant = #C/(#C + #NC) Note: NA responses are not included in calculation.

Compliance Item	N=	#C	#NC	#NA	%	Corrective Action
Initial Evaluation						
Timely Completion of Initial Evaluation *§300.303(c)*	5	0	5	0	0.00%	Complete evaluation and upload into SEDS.

Appendix F2

Initial Evaluation Q2 (Oct. 1, 2019 - Dec. 31, 2019)

Agency: **Rocketship DC PCS**
Initial Release Date: **5/6/2020**
Date of Notification: **6/10/2020**
Days Remaining: **307**

The percent compliant = #C/(#C + #NC) Note: NA responses are not included in calculation.

Compliance Item	N=	#C	#NC	#NA	%	Corrective Action
Initial Evaluation						
Timely Completion of Initial Evaluation *§300.303(c)*	3	0	3	0	0.00%	Complete evaluation and upload into SEDS.

Appendix F3

Initial Evaluation Q3 (Jan. 1, 2020 - Mar. 31, 2020)

Agency: **Rocketship DC PCS**
Initial Release Date: **6/15/2020**
Date of Notification: **7/21/2020**
Days Remaining: **348**

The percent compliant = #C/(#C + #NC) Note: NA responses are not included in calculation.

Compliance Item	N=	#C	#NC	#NA	%	Corrective Action
Initial Evaluation						
Timely Completion of Initial Evaluation *§300.303(c)*	2	0	2	0	0.00%	Complete evaluation and upload into SEDS.

Appendix F4

Initial Evaluation Q3 & Q4 (SY 2018) (Jan. 1, 2019 - Jun 30, 2019)

Agency: **Rocketship DC PCS**
Initial Release Date: **10/3/2019**
Date of Notification: **10/22/2019**
Days Remaining: **75**

The percent compliant = #C/(#C + #NC) Note: NA responses are not included in calculation.

Compliance Item	N=	#C	#NC	#NA	%	Corrective Action
Initial Evaluation						
Timely Completion of Initial Evaluation *§300.303(c)*	2	0	2	0	0.00%	Complete evaluation and upload into SEDS.

Appendix G1

Reevaluation Q2 (Oct. 1, 2019 - Dec. 31, 2019)

Agency: **Rocketship DC PCS**
Initial Release Date: **5/6/2020**
Date of Notification: **6/10/2020**
Days Remaining: **307**

The percent compliant = #C/(#C + #NC) Note: NA responses are not included in calculation.

Compliance Item	N=	#C	#NC	#NA	%	Corrective Action
Reevaluation						
Reevaluation *§300.303(b)*	2	0	2	0	0.00%	Complete evaluation and upload into SEDS.

Appendix G2

Reevaluation Q3 (Jan. 1, 2020 - Mar. 31, 2020)

Agency: **Rocketship DC PCS**
Initial Release Date: **6/16/2020**
Date of Notification: **7/21/2020**
Days Remaining: **348**

The percent compliant = #C/(#C + #NC) Note: NA responses are not included in calculation.

Compliance Item	N=	#C	#NC	#NA	%	Corrective Action
Reevaluation						
Reevaluation *§300.303(b)*	1	0	1	0	0.00%	Complete evaluation and upload into SEDS.

Appendix G3

Reevaluation Q4 (SY 2018) (April 1, 2019 - June 30, 2019)

Agency: **Rocketship DC PCS**
Initial Release Date: **10/3/2019**
Date of Notification: **10/22/2019**
Days Remaining: **75**

The percent compliant = #C/(#C + #NC) Note: NA responses are not included in calculation.

Compliance Item	N=	#C	#NC	#NA	%	Corrective Action
Reevaluation						
Reevaluation *§300.303(b)*	2	0	2	0	0.00%	Complete evaluation and upload into SEDS.

Appendix H1

DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF
EDUCATION

July 18, 2019

Joyanna Smith
Head of School
Rocketship DC Public Charter School
2335 Raynolds Pl SE
Washington, 20020

Re: School Year 2018-19 Child Find Review Notification for 3- to 5-Year-Old Children

Dear Ms. Smith:

OSSE has reviewed your LEA's child count data for 3-to 5-year-old children for the 2018-19 school year and found Rocketship DC Public Charter School (PCS) has identified 4.62 percent of its students as receiving services under IDEA, lower than DC's required 8.5 percent Child Find threshold. Although no action is required at this time, OSSE encourages LEAs to review this data in consideration of the court requirement to ensure at least 8.5 percent of the children aged 3 through 5 within the District are enrolled in special education services.

Background

On Aug. 30, 2017, OSSE issued a Dear Colleague Letter on Key IDEA Requirements Related to *D.L. v. District of Columbia* to all local educational agencies (LEAs). This letter explained that *D.L. v. District of Columbia* relates to the alleged failure of the District to identify and serve 3-to 5-year-old children with disabilities. This letter additionally notified LEAs that the Court requires the District to ensure that at least 8.5 percent of children aged 3 through 5, who reside in or are wards of the District, are "enrolled" (see link above for definition of "enrolled") in special education services. OSSE has conducted ongoing review and follow-up to examine policies, practices, and procedure for LEAs with special education identification rates below the established 8.5 percent threshold. As of August 2017, the District's rate of Child Find reported to the Court was 7.2 percent.

As we work together to ensure the District continues to improve special education services for District of Columbia's preschool children, I am writing to provide information regarding your LEA's 2018-19 school year Child Find rate as well as enhanced monitoring procedures for the review of LEA Child Find practices.

Enhanced Monitoring Procedures

Beginning in the 2019-2020 school year, OSSE will begin quarterly monitoring of LEA Child Find rates for 3- to 5-year-old children with disabilities. OSSE will conduct quarterly reviews of LEA Child Find data to determine if your LEA is meeting the 8.5 percent District-wide Child Find rate. If your LEA is achieving this rate, you may be asked to share best practices to inform the work of other District LEAs in improving Child Find rates for preschool children. If your LEA did not achieve this rate for the quarter, OSSE will review student and LEA-level data to determine key areas for improvement, and will partner with your

LEA to provide supports to ensure Child Find practices are improved. OSSE looks forward to partnering with your LEA to ensure that the District continues improvements in its Child Find activities across the District in compliance with *D.L. v. District of Columbia*.

Required Actions

While there are no required actions at this time, I encourage you to use the resources and tools available on OSSE's website for more information on appropriate Child Find practices, including OSSE's recent Child Find professional development materials, which include a Child Find policy guidance and a template that can be customized to meet the needs of your school.

If you have questions about the Child Find monitoring process, please contact Megan Williams at (202) 741-0477 or Megan.Williams@dc.gov. Thank you for your cooperation and continued work to improve results for children with disabilities.

Sincerely,

Sharon Gaskins
Interim Assistant Superintendent of the Division of Systems and Supports, K-12

cc: Jennifer Garmirian, Special Education POC
Avni Murray, Manager, DC Public Charter School Board

Appendix H2

DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF
EDUCATION

July 18, 2019

Joyanna Smith
Head of School
Rocketship DC Public Charter School
2335 Raynolds Pl SE
Washington, 20020

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Required Actions

While there are no required actions at this time, I encourage you to use the resources and tools available on OSSE's website for more information on appropriate Child Find practices, including OSSE's recent Child Find professional development materials, which include a Child Find policy guidance and a template that can be customized to meet the needs of your school.

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Sincerely,

Sharon Gaskins
Interim Assistant Superintendent of the Division of Systems and Supports, K-12

cc: Jennifer Garmirian, Special Education POC
Avni Murray, Manager, DC Public Charter School Board

Appendix I1

DC PUBLIC CHARTER SCHOOL BOARD

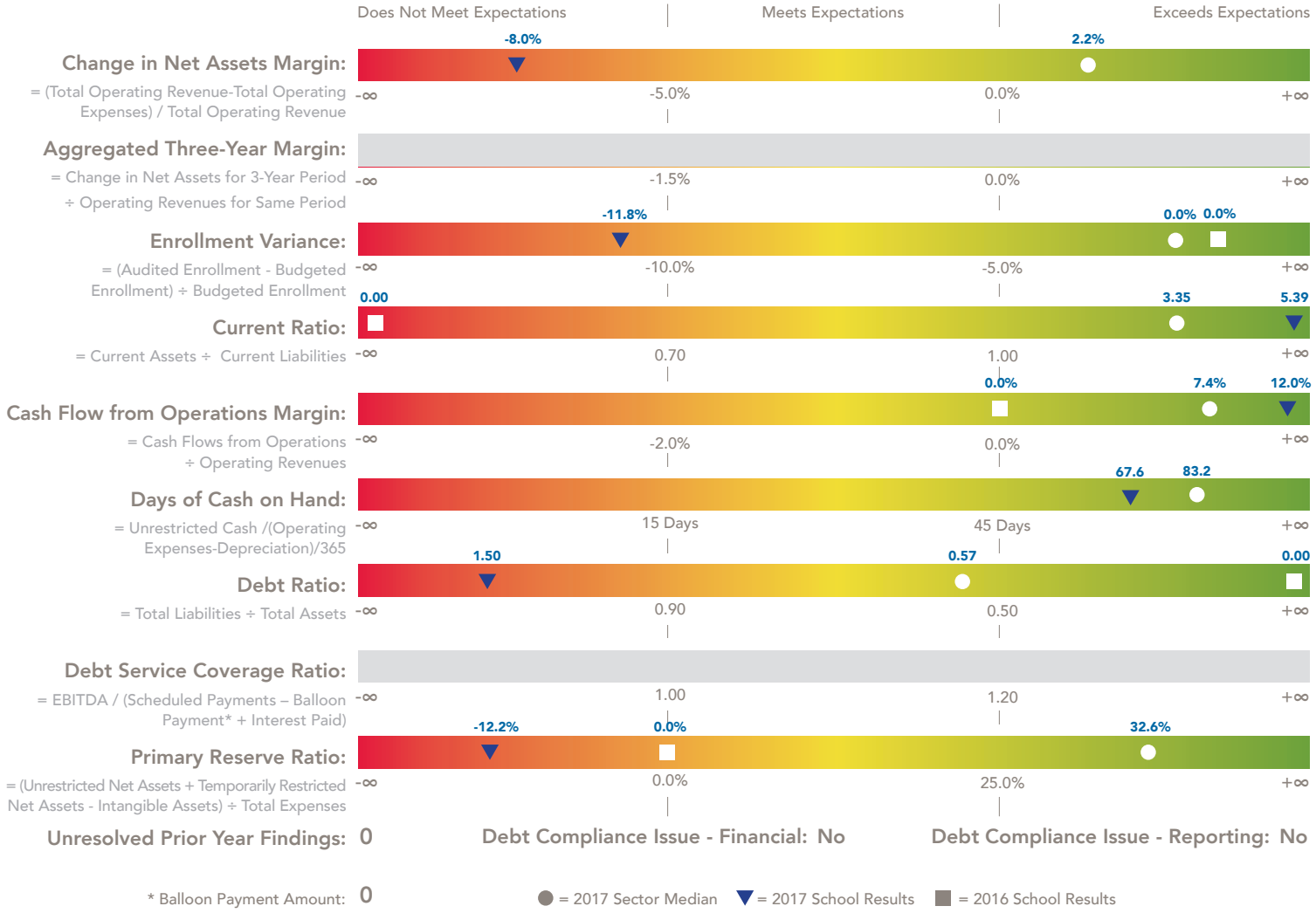
ROCKETSHIP DC PCS

FY2017 Financial Analysis Report

Opened: 2016-2017

Audited Enrollment: 441

KEY FINANCIAL INDICATORS



Unresolved Prior Year Findings: 0

Debt Compliance Issue - Financial: No

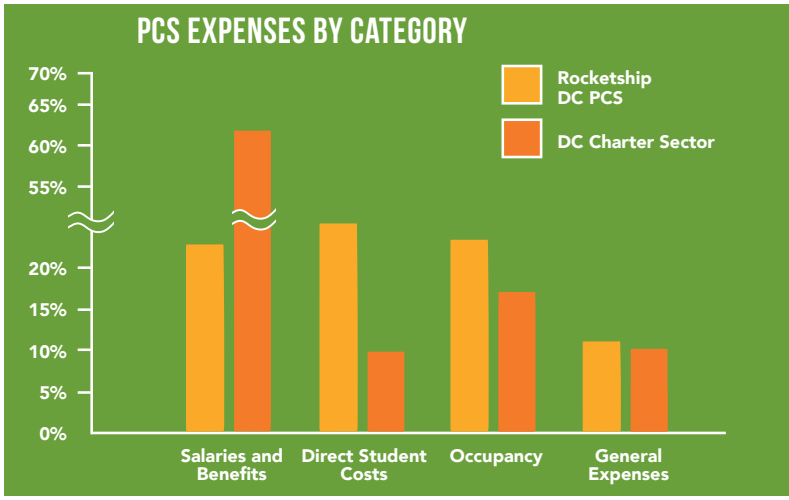
Debt Compliance Issue - Reporting: No

* Balloon Payment Amount: 0

● = 2017 Sector Median ▼ = 2017 School Results ■ = 2016 School Results

Comments from the School

PCS EXPENSES BY CATEGORY



ROCKETSHIP DC PCS

FY2017 Financial Analysis Report

FINANCIAL POSITION

	2017	2016
Total Assets	$2,653,228	$0
Current Assets	$2,556,903	$0
Total Liabilities	$3,988,020	$0
Current Liabilities	$474,164	$0
Net Asset Position	-$1,334,792	$0

FINANCIAL ACTIVITIES

	2017	2016
Revenues and Support	$10,097,668	$0
Expenses	$10,903,358	$0
Non-operating Revenues (Expenses)	$0	$0
Surplus (Deficit)	-$805,690	$0

AUDIT FINDINGS

	2017	2016
Qualified/Modified/Adverse Opinion on the Financial Statements	No	No
Material Weakness in Internal Control over Financial Reporting (GAS)	No	No
Non-compliance Material to the Financial Statements (GAS)	No	No
Modified Opinion on Major Federal Award Programs (Uniform Guidance)	No	No
Material Weaknesses in the Internal Control over Compliance with Major Federal Programs (Uniform Guidance)	No	No
Findings and Questioned Costs	0	0
Going-Concern Issue	No	No

REVENUES/EXPENSES PER STUDENT

	2017	2016	2017 Sector Median
DC Funding per Student	$18,019	$0	$18,019
Grants and Contributions Per Student	$3,872	$0	$298
Total Revenues per Student	$22,897	$0	$20,790
Expenses per Student	$24,724	$0	$20,387

PCSB OBSERVATIONS

In its first year of operation, the school had a operating deficit of ($807K) or a change in net assets margin of -8%. This loss resulted in a negative net asset position of ($1.3M). The school's liabilities exceeded its assets primarily due to a $2.9M payable to its management organization, Rocketship Education, and deferred rent of $638K to Launchpad Development One, a related party. While enrollment was below the school's expectations with an enrollment variance of -11.8%, losses are not unusual for new schools as they ramp up to full capacity.

The school did have positive cash flow from its operating activities of $1.2M in 2017, 67 days of cash on hand, and a current ratio of 5.4, all above expectations, indicating that the school has adequate cash flow and liquidity to meet operating expenses in the event of unexpected costs or delays in cash receipts.

In July 2016, the school entered into a lease agreement for a school facility with a related party, Launchpad Development One. The lease agreement is set to expire on June 30, 2045, and had an occupancy expense of $2.7M in 2017. There are two campuses: Rocketship Rise and Rocketship Legacy Prep (RLP). The Rise campus was in full operations for the year ended June 30, 2017, and the RLP campus was starting up with the expectations of full operations in the 2017 – 18 school year.

School Name	FY17 Revenues	FY17 Operating Result
Rocketship Education DC PCS	$10,097,668	$(805,690)
Management Organization ("MO") / Related Party ("RP")	**MO/RP Tax Status**	
AppleTree Institute for Education Innovation	Non-Profit	
Highest Paid Employee / Head of MO / RP	**Title**	**Total Compensation**
William J. McCarthy	President and CEO	$244,996
Services Provided	**FY17 Payment**	**% of School Revenue**
Educational Program for Pre-School and Pre-Kindergarten	$2,345,969	23.23%
Total	**$2,345,969**	**23.23%**

DC PCSB Comments

The school has an instruction agreement with the AppleTree Institute for Education Innovation (AppleTree). AppleTree fully manages and operates the educational program for PK3 and PK4. As a management fee for these services, AppleTree receives an amount equal to the per-pupil funding the school receives for its enrolled PK3 and PK4 students, excluding the facilities allotment and less any administrative fees. The school incurred management fees of $2.3M in 2017. Please note that the highest paid employee above was taken from the most recent 990 available at the time this report was produced.

School Comments

School Name	FY17 Revenues	FY17 Operating Result
Rocketship Education DC PCS	$10,097,668	$(805,690)
Management Organization ("MO") / Related Party ("RP")	**MO/RP Tax Status**	
Rocketship Education	Non-Profit	
Highest Paid Employee / Head of MO / RP	**Title**	**Total Compensation**
Preston Smith	President and CEO	$240,398
Services Provided	**FY17 Payment**	**% of School Revenue**
Management Fees	$853,717	8.45%
Total	**$853,717**	**8.45%**

DC PCSB Comments

Rocketship Education assumes responsibility for the school's educational process, management, and operations. As compensation for these services, the school shall pay an estimate of $1.75M for the national operation services plus actual costs incurred by the regional operation services during the start-up period through June, 30, 2016, and 15% of certain of the school's revenues after the start-up period. The school incurred management fees of $853,717 in 2017. As of June 30, 2017, the school had accrued a $3.1M liability for services rendered by Rocketship Education but not paid. Please note that the highest paid employee above was taken from the most recent 990 available at the time this report was produced.

School Comments

Appendix I2

DC PUBLIC CHARTER SCHOOL BOARD

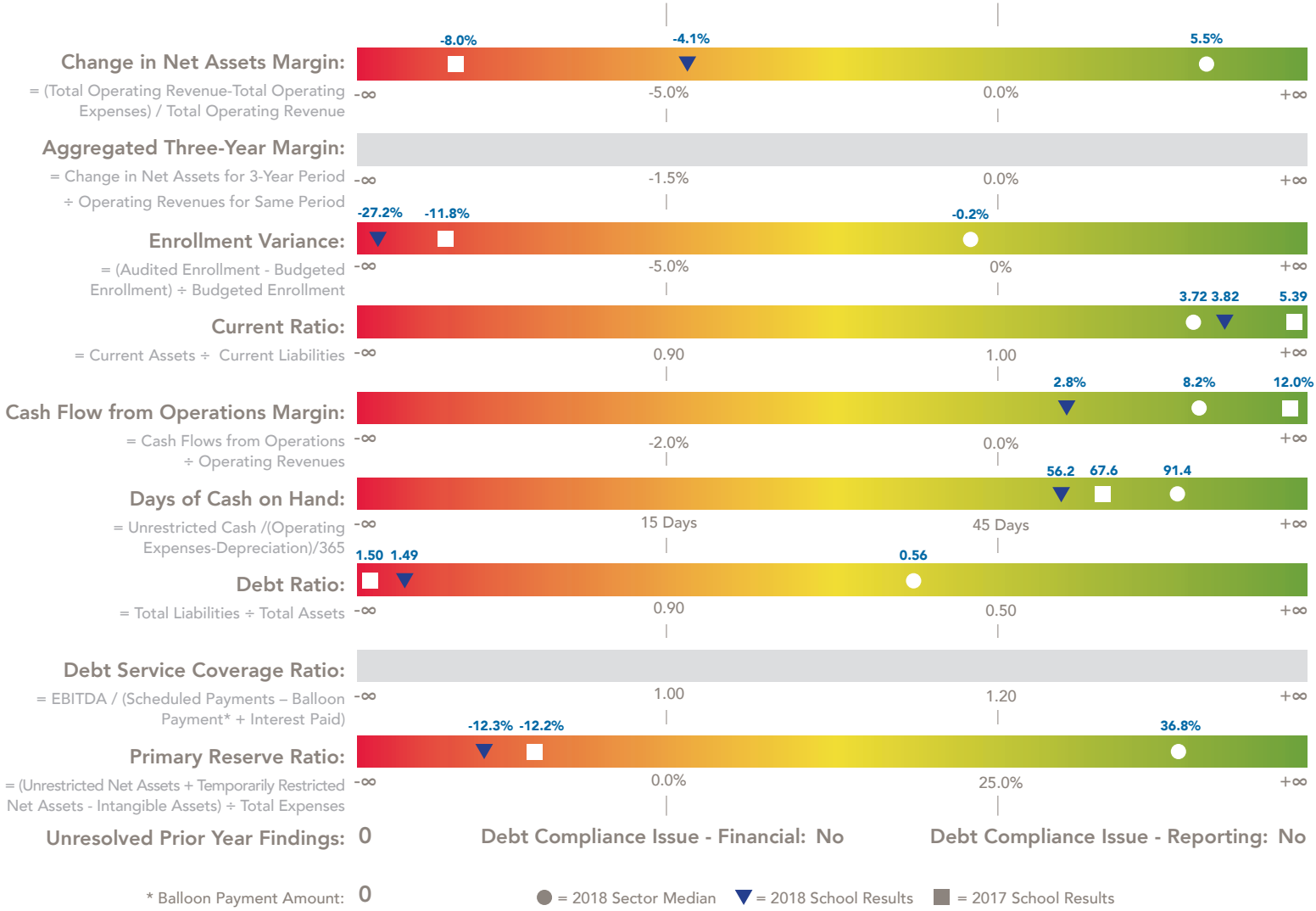
ROCKETSHIP DC PCS

FY2018 Financial Analysis Report

Opened: 2016-2017

Audited Enrollment: 633

KEY FINANCIAL INDICATORS



Unresolved Prior Year Findings: 0

Debt Compliance Issue - Financial: No

Debt Compliance Issue - Reporting: No

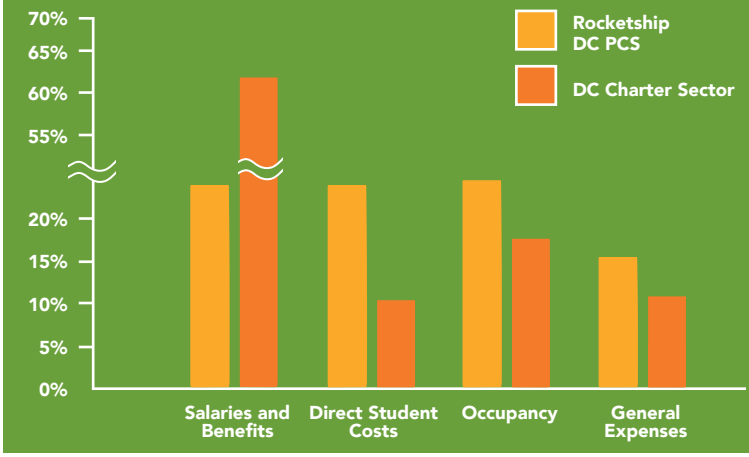
* Balloon Payment Amount: 0

● = 2018 Sector Median ▼ = 2018 School Results ■ = 2017 School Results

Comments from the School

Rocketship RISE and Legacy Prep continue to improve their financial performance as they grow towards full enrollment. The enrollment variance in 17-18 was caused by a delay in the opening of the permanent Legacy Prep Campus. Legacy Prep moved into its permanent home in January 2018 and has since increased its enrollment to meet original expectations.

PCS EXPENSES BY CATEGORY



ROCKETSHIP EDUCATION DC PCS

FY2018 Financial Analysis Report

FINANCIAL POSITION

	2018	2017
Total Assets	$4,016,080	$2,653,228
Current Assets	$4,014,580	$2,556,903
Total Liabilities	$5,980,896	$3,988,020
Current Liabilities	$1,052,028	$474,164
Net Asset Position	-$1,964,816	-$1,334,792

FINANCIAL ACTIVITIES

	2018	2017
Revenues and Support	$15,307,955	$10,097,668
Expenses	$15,937,979	$10,903,358
Non-operating Revenues (Expenses)	$0	$0
Surplus (Deficit)	-$630,024	-$805,690

AUDIT FINDINGS

	2018	2017
Qualified/Modified/Adverse Opinion on the Financial Statements	No	No
Material Weakness in Internal Control over Financial Reporting (GAS)	Yes	No
Non-compliance Material to the Financial Statements (GAS)	No	No
Modified Opinion on Major Federal Award Programs (Uniform Guidance)	No	No
Material Weaknesses in the Internal Control over Compliance with Major Federal Programs (Uniform Guidance)	No	No
Findings and Questioned Costs	0	
Going-Concern Issue	No	No

REVENUES/EXPENSES PER STUDENT

	2018	2017	2018 Sector Median
DC Funding per Student	$19,209	$18,019	$19,243
Grants and Contributions Per Student	$2,093	$3,872	$492
Total Revenues per Student	$24,183	$22,897	$22,382
Expenses per Student	$25,178	$24,724	$21,375

PCSB OBSERVATIONS

In its second year of operation, the school had a change in net assets of ($1.3M), or margin of (4.12%), and enrollment was below expectations with an enrollment variance of (27%).

The school's cash flow from operations margin was positive at 2.8%, indicating that its operations were generating cash despite the change in net assets margin. Further, the school's 56 days of cash on hand and current ratio of 3.82 indicated that the school had adequate cash flow and liquidity to meet operating expenses in the event of unexpected costs or delays in cash receipts.

The school's auditors also noted two control issues: a material weakness related to the treatment of leases under generally accepted accounting principles and a significant deficiency related to the school's financial reporting closing process. Both controls are discussed further in the school's audit report.

The school entered into lease agreements for a school facility with a related party, Launchpad Development One. The lease agreements expire on June 30, 2046. The school operated two campuses in FY 2018: Rocketship Rise and Rocketship Legacy Prep. Rent expense for these leases was $3.8M in FY 2018.

Appendix I3

ROCKETSHIP EDUCATION DC PCS

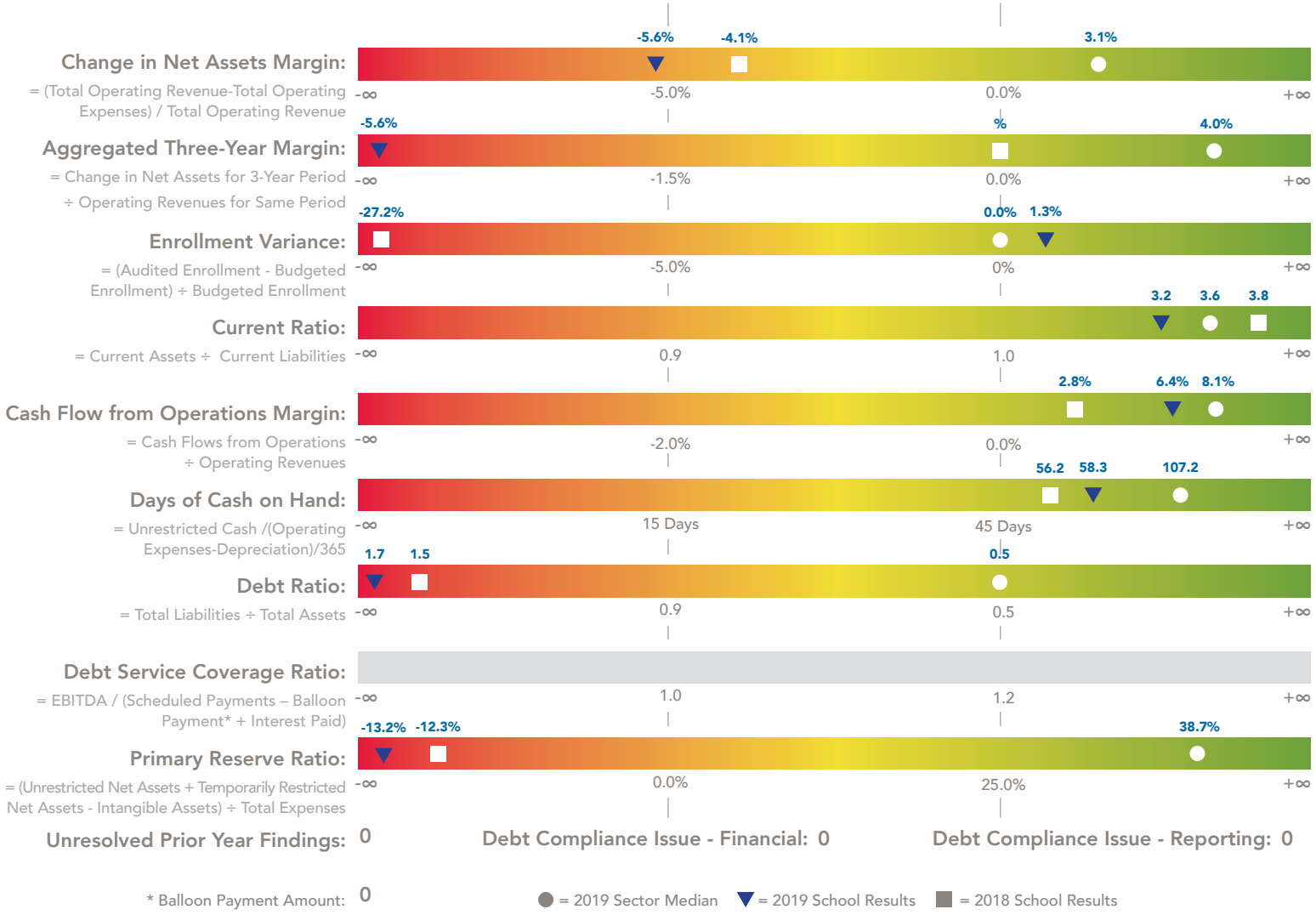
FY2019 Financial Analysis Report

DC PUBLIC CHARTER SCHOOL BOARD

Opened: 2016-2017

Audited Enrollment: 1084

KEY FINANCIAL INDICATORS



Unresolved Prior Year Findings: 0

Debt Compliance Issue - Financial: 0

Debt Compliance Issue - Reporting: 0

* Balloon Payment Amount: 0

● = 2019 Sector Median ▼ = 2019 School Results ■ = 2018 School Results

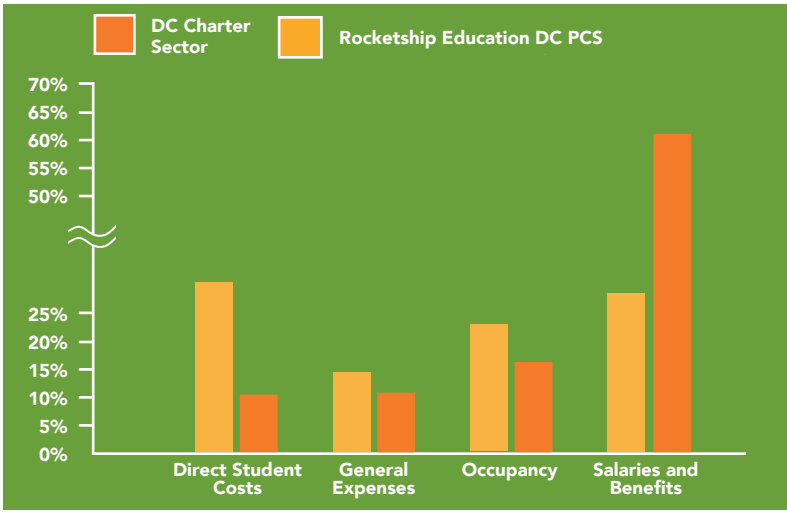
Comments from the School

In SY18-19, the school had a change in net assets of ($1.3M), or margin of (5.6%), enrollment exceeded expectations, but it was only 65% of full capacity. Many fixed costs were incurred at their full rate since inception (i.e. school facility costs, school leadership compensation). The school is expected to continue to increase its enrollment until full enrollment is reached and revenues are expected to increase at a faster rate than expenses.

The school's cash flow from operations margin was positive at 6.4%, indicating that its operations were generating cash despite the change in net assets margin. Further, the school's 58 days of cash on hand and current ratio of 3.1 indicated that the school had adequate cash flow and liquidity to meet operating expenses in the event of unexpected costs or delays in cash receipts.

The school's auditors noted one control issue: a material weakness related to the treatment of leases under generally accepted accounting principles. The school consulted with its national auditor in identifying the treatment for the new lease between RSED DC and Launchpad at the RISE campus. The auditor of the stand-alone financial statements believes that, according to generally accepted accounting principles, the previous deferred rent credit should be amortized over the term of the new lease. Management agreed with the adjustment to re-establish the deferred rent credit liability. The school entered into a new lease agreement for an existing facility with Launchpad, a related party, after the property was purchased from an independent third party landlord. Rent expense for leases was $5.0M in FY 2019.

PCS EXPENSES BY CATEGORY



ROCKETSHIP EDUCATION DC PCS

FY2019 Financial Analysis Report

FINANCIAL POSITION

	2019	2018
Total Assets	$4,532,495	$4,016,080
Current Assets	$4,530,995	$4,014,580
Total Liabilities	$7,813,762	$5,980,896
Current Liabilities	$1,436,949	$1,052,028
Net Asset Position	-$3,281,268	-$1,964,816

FINANCIAL ACTIVITIES

	2019	2018
Revenues and Support	$23,527,801	$15,307,955
Expenses	$24,844,253	$15,937,979
Non-operating Revenues (Expenses)	$0	$0
Surplus (Deficit)	-$1,316,452	-$630,024

AUDIT FINDINGS

	2019	2018
Qualified/Modified/Adverse Opinion on the Financial Statements	No	No
Material Weakness in Internal Control over Financial Reporting (GAS)	Yes	Yes
Non-compliance Material to the Financial Statements (GAS)	No	No
Modified Opinion on Major Federal Award Programs (Uniform Guidance)	Yes	No
Material Weaknesses in the Internal Control over Compliance with Major Federal Programs (Uniform Guidance)	No	No
Findings and Questioned Costs	0	0
Going-Concern Issue	No	No

REVENUES/EXPENSES PER STUDENT

	2019	2018	2019 Sector Median
DC Funding per Student	$19,629	$19,209	$19,863
Grants and Contributions Per Student	$519	$1,793	$346
Total Revenues per Student	$21,705	$24,183	$23,270
Expenses per Student	$22,919	$25,178	$22,981

PCSB OBSERVATIONS

The school's financial health was mixed. The school's liquidity was strong with a current ratio of 3.2, cash flow from operations margin of 6.4%, and days of cash on hand of 58.3. These metrics all reflect strong cash flows and liquidity to meet operating expenses in the event of unexpected costs or delays in cash receipts. At the same time, the school has consistently generated losses; in 2019, the change in net assets margin was (5.6%) and the three-year aggregated margin was also -5.6%. Additionally, the school had a debt ratio of 1.7 and a net asset deficit of nearly $-3.3M. It should be noted that over $3.3mm of the school's liabilities is money owed to Rocketship Education in management fees and startup expenses accrued during the school's ramp-up to full scale. Under the "Going Concern Evaluation" in the school's audit it states that "...the school is still in a ramp-up period to full enrollment and operating at a loss was anticipated. ... Rocketship Education ensures each of its schools receive the appropriate financial assistance during ramp-up to full enrollment. This assistance can be provided through philanthropy, external financing, deferring related party payables and/or intra-company transfers."

The auditor found one material weakness in FY 2019. The school failed to amortize its deferred rent when it signed the new lease agreement with Launchpad Development One. The school has taken steps to correct this mistake. This is the second year in a row the school had at least one material weakness, which is a cause for concern.

Debt:
N/A

Property Lease:
The school entered into lease agreements for a school facility with a related party, Launchpad Development One. The lease agreements expire on June 30, 2046. The school operated two campuses in FY 2019: Rocketship Rise and Rocketship Legacy Prep. Rent expense for these leases was $3.8M in FY 2019.

School Name	FY19 Revenues	FY19 Operating Result
Rocketship Education DC PCS	$23,527,801	-$1,316,452
Management Organization ("MO") / Related Party ("RP")	**MO/RP Tax Status**	
AppleTree Institute for Education Innovation	Non-Profit	
Highest Paid Employee / Head of MO / RP	**Title**	**Total Compensation**
Jack McCarthy	CEO	$264,969
Services Provided	**FY19 Payment**	**% of School Revenue**
Pre-K school operations	$5,153,111	21.9%
Total	**$5,153,111**	**21.9%**

DC PCSB Comments

On October 31, 2015, the school entered into an instruction agreement with AppleTree Institute for Education Innovation (AppleTree). AppleTree fully manages and operates the educational program for PK3 and PK4. AppleTree is solely responsible for all costs associated with operating the program including teacher and administrator compensation, furniture, and other items. As a management fee for these services, AppleTree receives an amount equal to the per-pupil funding the school receives for its enrolled PK3 and PK4 students, excluding the facilities allotment and less any administrative fees. Management fees incurred for 2019 were $5.1MM.
Please note that the highest paid employee above was taken from the most recent 990 available at the time this report was produced.

School Comments

School Name	FY19 Revenues	FY19 Operating Result
Rocketship Education DC PCS	$23,527,801	-$1,316,452
Management Organization ("MO") / Related Party ("RP")	**MO/RP Tax Status**	
Rocketship Education	Non-Profit	
Highest Paid Employee / Head of MO / RP	**Title**	**Total Compensation**
Preston Smith	CEO	$283,592
Services Provided	**FY19 Payment**	**% of School Revenue**
Centralized Programmatic and Operational Services	$2,543,390	10.81%
Total	**$2,543,390**	**10.81%**

DC PCSB Comments

The school is management by Rocketship Education, a not-for-profit charter management organization. In 2016, the school entered into a management agreement with Rocketship Education for the School's education process, management, and operations.
The management fee was not paid but accrued as debt to be repaid to Rocketship Education. The total accrued in 2019 by the school was $2.5MM.
Please note that the highest paid employee above was taken from the most recent 990 available at the time this report was produced.

School Comments