

**RESOLUTION 20/21-33 OF THE MT. DIABLO UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGARDING REQUEST TO RENEW ROCKETSHIP FUTURO ACADEMY  
CHARTER**

WHEREAS, by enacting the Charter Schools Act (Ed. Code §§ 47600, *et seq.*), the Legislature has declared its intent to provide opportunities to teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure for the purposes specified therein; and

WHEREAS, the Legislature has declared its intent that charter schools are and should become an integral part of the California educational system and the establishment of charter schools should be encouraged, and that charter schools are part of and under the jurisdiction of the Public School System and the exclusive control of the officers of the public schools; and

WHEREAS, Assembly Bill 1505 (AB 1505) was signed into law by Governor Gavin Newsom on October 3, 2019, adding a number of new provisions to the petition review and evaluation criteria, most of which took effect on July 1, 2020; and

WHEREAS, AB 1505 amended Education Code §47605(c) to state that an authorizer “shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. The governing board of the school district [or potential authorizer] shall consider the academic needs of the pupils the school proposes to serve”; and

WHEREAS, although charter schools are exempt from many of the laws governing school districts, in return for that flexibility, they are accountable for complying with the terms of their charters and applicable law; and

WHEREAS, Education Code §47605(c) charges school district governing boards and county boards of education with the responsibility of reviewing charter petitions to determine whether they meet the legal requirements for a successful charter petition; and

WHEREAS, a successful charter petition must contain reasonably comprehensive descriptions of the criteria set forth in Education Code § 47605(c)(5)(A)-(O), as well as the affirmations and other requirements set forth in Education Code §47605; and

WHEREAS, if a governing board denies a petition to form a charter school, it must make written findings to support any of the following under Education Code § 47605(c): “(1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school; (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition; (3) The petition does not contain the [required] number of signatures [not applicable to renewals]; (4) The petition does not contain an affirmation of each of the conditions described in subdivision [Education Code §§47605](e); (5) The petition does not contain reasonably comprehensive descriptions of all of the [criteria set forth in Education Code §§47605(c)(5)(A)-(O)]; and (6) The petition does not contain a declaration of whether or not the charter school shall

be deemed the exclusive public employer of the employees of the charter school for purposes of [Government Code § 3540 (the Rodda Act, the State’s collective bargaining law for school employees.);]” in addition to the two new grounds added as set forth below; and

WHEREAS, AB 1505 added the following grounds for denial of a petition, effective July 1, 2020:

(7) “The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding under this paragraph shall detail specific facts and circumstances that analyze and consider the following factors: (A) The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings. (B) Whether the proposed charter school would duplicate a program currently offered within the school district and the existing program has sufficient capacity for the pupils proposed to be served within reasonable proximity to where the charter school intends to locate,” and

(8) “The school district is not positioned to absorb the fiscal impact of the proposed charter school. A school district satisfies this paragraph if it has a qualified interim certification pursuant to Section 42131 and the county superintendent of schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the school district having a negative interim certification pursuant to Section 42131, has a negative interim certification pursuant to Section 42131, or is under state receivership. Charter schools proposed in a school district satisfying one of these conditions shall be subject to a rebuttable presumption of denial.”

WHEREAS, the above two new grounds do not apply to a request to renew a charter, but do apply to the impact of a proposed material revision of a charter under Education Code section 47607(a)(4); and

WHEREAS, the Mt. Diablo Unified School District Board originally denied the petition to form Rocketship Futuro Academy Charter School on ~~July 15~~ August 10, 2015; and

WHEREAS, the Charter School appealed to the State Board of Education, and on ~~February 9~~ March 10, 2016, the State Board of Education granted the appeal; and

WHEREAS, Rocketship Futuro Academy (“Rocketship” or “Charter School”) has been operating since the 2016-2017 school year as a charter school authorized by the California State Board of Education (“SBE”); and

WHEREAS, under Education Code section 47605.9(b), effective July 1, 2020, a charter school operating under a charter approved by the SBE shall submit its renewal “to the governing board of the school district within the boundaries of which the charter school is located. If the governing board of the school district denies the renewal petition, the charter school may submit the petition for renewal directly to the [SBE]”; and

WHEREAS, on July 27, 2020, the Charter School submitted its Renewal at a duly agendized meeting of the Board of Education; and

WHEREAS, in compliance with Education Code §47605(c), the ~~County~~ Board held a public hearing on September 14, 2020 to determine the level of support for the Renewal; and

WHEREAS, the Board of Education, under Education Code §47605(c), is obligated to take action to grant or deny the Renewal within 90 days of its submission, unless the parties mutually agree to an extension of up to thirty (30) days; and

WHEREAS, the Charter School has agreed to an extension for the Board of Education to take action to grant or deny the Renewal on or before October 26, 2020; and

WHEREAS, under Education Code §47607.2(b), for “mid-performing charters,” the chartering authority, on renewal, shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school in the state and local indicators”; and

WHEREAS, under Education Code §47607.2(b), for mid-performing charters, “[t]he chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal”; and

WHEREAS, under Education Code §47607.2(b), for mid-performing charters, the authorizer shall consider clear and convincing evidence that either:

- (1) The Charter School has achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school, or
- (2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers; and

WHEREAS, under Education Code §47607.2(b), for mid-performing charters, the chartering authority may deny a renewal only upon making written findings, with sufficient facts to support the findings, that: (1) the charter school has failed to meet or make sufficient progress towards meeting standards that provide a benefit to the pupils of the school, (2) that closure of the charter school is in the best interest of pupils, and, (3) if applicable, its decision provided greater weight to performance of measurements of academic performance; and

WHEREAS, under Education Code §47607.2(b), for mid-performing charters, a charter granted under this subdivision shall be granted for a term of five (5) years; and

WHEREAS, the Board of Education, under Education Code §47605(c), is obligated to take action either to grant or deny the Renewal within 90 days of its submission, or within any additional time agreed to by the parties; and

WHEREAS, the Education Code does not require that the Board make findings if it elects to grant a renewal; and

WHEREAS, if a governing board denies a petition to form a charter school, it must make written findings to support any of the grounds listed under Education Code § 47605(c).

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED by the Mt. Diablo Unified School District Board of Education that:

**Option 1:** The Board hereby grants the request to renew the charter of the Rocketship Futuro Academy for a term of July 1, 2021 through June 30, 2026, conditioned upon the Charter School signing and agreeing to the conditions attached as Exhibit A to this Resolution, and executing the Memorandum of Understanding attached as Exhibit E to this Resolution, no later than December 15, 2020. [Proceed directly to the recitals at the end of this Resolution]; or

**Option 2:** *The Board hereby denies the request to renew the charter of the Rocketship Futuro Academy for a term of July 1, 2021 through June 30, 2026 on the following grounds (all findings below support all grounds listed for the Board’s decision):*

1. *Petitioners are Demonstrably Unlikely to Successfully Implement the Program Set Forth in the Petition (Education Code § 47605(c)(2)).*
2. *The Petition Fails to Contain a Reasonably Comprehensive Description of all 15 Required Elements set forth in Education Code § 47605(c). (Education Code § 47605(c)(5)(A)-(O).)*
3. *Under Education Code §47607.2(b), the Board finds that: (1) the charter school has failed to meet or make sufficient progress towards meeting standards that provide a benefit to the pupils of the school, (2) that closure of the charter school is in the best interest of pupils, and, (3) if applicable, its decision provided greater weight to performance of measurements of academic performance.*

*The Board of Education’s decision is based on all of the factual findings contained below.*

1. ***The Petition Lacks a Reasonably Comprehensive Description of All Required Petition Elements and Petitioners are Demonstrably Unlikely to Successfully Implement the Program Set Forth in the Petition.***

*“In determining whether the descriptions in the petition are “reasonably comprehensive,” an authorizer considers whether they contain information that:*

- 1) *is substantive and is not a listing of topics with little elaboration;*
- 2) *for elements that have multiple aspects, addresses all aspects of each element, not just selected aspects;*

- 3) *is specific to the charter petition being proposed, not to charter schools or charter petitions generally; and*
- 4) *describes how the charter school will:*
  - a) *improve student learning;*
  - b) *increase learning opportunities for its students, particularly students who have been identified as academically low achieving;*
  - c) *encourage the use of different or innovative teaching methods;*
  - d) *create new professional opportunities for teachers;*
  - e) *provide parents, guardians, and students with expanded educational opportunities;*
  - f) *hold itself accountable for measurable, performance-based student outcomes; and*
  - g) *provide vigorous competition with other public school options available to parents, guardians, and students.” (5 C.C.R. § 11967.5.1(g).)*

**A. The Educational Program of the School. (Subd. (c)(5)(A)(i)):**

*The educational program should identify, among other things:*

- (a) *Charter petitions must include a description of annual goals for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” (Subd. (c)(5)(A)(ii).)*
- (b) *the target student population, including grade levels, approximate numbers of students, and specific educational interests, backgrounds or challenges;*
- (c) *what it means to become an “educated person” in the 21st century, including a description of the specific educational experiences that the charter school will offer to enable each of its students to become an “educated person;”*
- (d) *a statement regarding how learning best occurs;*
- (e) *the objective of enabling students to become self-motivated, competent, and lifelong learners;*
- (f) *a framework for instructional design that is aligned with the needs of the target student population;*
- (g) *the basic learning environment;*
- (h) *the instructional approach, including, but not limited to, the curriculum teaching methods that will enable the school’s students to master the content standards for the four core curriculum areas adopted by the State Board of Education pursuant to Education Code section 60605 and to achieve the objectives specified in the charter;*
- (i) *how the charter school will identify and respond to the needs of students who are not achieving at or above expected levels;*
- (j) *how the charter school will meet the needs of the students with disabilities, English learners, students achieving substantially above or below grade level expectations, and other special student populations;*
- (k) *the charter school’s special education plan, including, but not limited to, the means by which the school will comply with Education Code section 47641, the process to be used to identify students who qualify for special education programs and services, how the school will provide or access special education programs and services, the school’s understanding of its responsibilities under the law for special education students, and how the school intends to meet those responsibilities; and*
- (m) *if the charter school will serve high school students, a description of how the school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. (Subd. (c)(5)(A); 5 C.C.R. § 11967.5.1(f)(1).)*

Findings:

*The Petition’s description of its educational program is not reasonably comprehensive for the following reasons:*

1. *English Language Learner Instruction: The Renewal only identifies the allocation of 20 minutes of daily Designated English Language Development (Renewal, Appendices 5 and 6), less than the amount of uninterrupted, protected Designated English Language Development instruction recommended by the State.*

*The Renewal also lacks a reasonably comprehensive description of how students are grouped for instruction. The Renewal states as follows:*

*“During designated instruction, students are grouped so that teachers can strategically target students’ language learning needs and accelerate English language and literacy development. Depending on the numbers of ELs in their classroom, teachers may work with students individually throughout the school day or they may break students into the expanding, emerging and bridging stages of language development ...” (Renewal, p. 73.)*

*A November 1, 2017 “Summary of English Learner Focused Site Visit Conducted for Rocketship Futuro Academy on March 7, 2017, and Requests for Plan to Address Non-Compliance Concerns and Request for Additional Documentation” issued by the California Department of Education also noted concerns with the Charter School’s delivery of designated English Language Development instruction:*

*The CDE has determined through classroom observations and interviews with RFA leadership that ELs are not receiving access to appropriate ELD instruction, specifically designated, explicit ELD instruction. The CDE determined at the site visit that RFA is not currently implementing designated explicit ELD instruction to support EL pupils, as outlined on p. 84 and pp. 90–92 of the RFA charter petition. RFA states that explicit ELD will take place during the Humanities block and pupils will be leveled by English fluency. This practice was not observed during the site visit or explained during interviews with RFA staff. The CDE does note that RFA has identified this as an area of growth and will continue to improve on this over the next year. (Exhibit B.)*

*The Charter School notes that it addressed the CDE’s concern and that a 2019 site review concluded with no findings in the Areas of English Learner Instruction. (Exhibit C, Sub-Exhibit 1).*

*However, questions remain as to the specifics of how the Charter School provides designated English Language Development instruction. The Renewal lacks a reasonably comprehensive description of how the Charter School effectively provides Designated*

*English Language instruction in small group or individual settings, in 20-minute increments, while all students are under the direct supervision of a certificated employee, while meeting the requirement in the regulations that Designated English Language Development provide instruction “during a time set aside in the regular school day for focused instruction on the state-adopted English language development (ELD) standards to assist English learners to develop critical English language skills necessary for academic content learning in English.”(5 CCR § 11300.) The Renewal also states that the Charter School prepares its own instructional materials for English Language Development instruction (Renewal, p. 72), though no examples were found.*

2. *The Renewal’s reclassification criteria does not reference what assessment the Charter School uses for Comparison of Basic Skills. Nor does the renewal explain how the Charter School monitors reclassified students, or reference an Interim Language Development Assessment.*
3. *A featured component the Charter School’s educational program is the Learning Lab. (Renewal, pp. 44-46), in which students spend time on a computer. At any one time, the Charter School runs no more than three Learning Labs, two offering Tier II tutoring and an Online Learning Program Station, and an experiential learning and skills center. (Renewal, p. 44.) Students spend approximately 55-60 minutes a day in the Learning Lab. (Renewal, Appendices 5, 6)*

*The Renewal is not entirely explicit on this point, but students in the Learning Lab are supervised by non-certificated Individual Learning Specialists (ILSs) (Renewal, p. 45), and the Charter School does not claim instructional minutes for time spent in the Learning Lab. (Renewal, p. 51.) The Petition lacks a reasonably comprehensive description of the researched-based educational benefits of having students spend several hours of dedicated computer time a week, especially without the supervision of a certificated employee.*

4. *There are disparities between the breakdown of Instructional Minutes (Renewal, p. 50) and the Daily Schedule (Appendix 5). In the instructional minutes shown for Humanities and STEM, in the third, fourth, and fifth grade, the total instructional minutes in those two subject matters do not add up to the total minutes listed on the instructional minutes chart for all the cohorts listed. The Renewal also does not explain the asynchronous distribution of instructional minutes among STEM and Humanities instructional areas across similar grade-level cohorts. (The breakdown of minutes in grades TK – 2 could not be determined because part of the information was cut off in the Daily Schedule.)*
5. *The District is also concerned that the curriculum only contains one unit of science in each of the grades from 3rd through 5th. Third Graders have one unit, “Motion and Matter,” that lasts for 20 days; Fourth Graders “Soils, Rocks, and Landforms” for 21 days; and Fifth Graders “Earth and Sun” for 20 days. (Renewal, Appendix 3.) This imbalance in STEM subjects may indicate a heavy priority on preparation for standardized tests.*

6. *Special Education: The Charter School belongs to the El Dorado County Charter Special Education Local Plan Area (SELPA) (Renewal, p. 59.) As a Local Educational Agency belonging to a SELPA for special education purposes, the Charter School “assume[s] full responsibility for providing special education and related services to eligible charter school students, in accordance with state and federal law,” including financial responsibility for the full scope of services provided to its students (Id.)*

*The Charter School’s special education population has grown from 2.4% in its first year, to 8.9% in 2019-2020. (Renewal, p. 29.) However, the Charter School does not provide any indication of the breakdown of in the Mild to Moderate and Moderate to Severe designations. The Renewal does address the service of Moderate to Severe students on p. 62, but does not provide a reasonably comprehensive description in the event that a student’s needs are sufficiently severe so as to require services beyond the “suite of curricular resources specifically designed to support students with more significant needs.”(Renewal, p. 62.) The Renewal does states that “[i]f a parent places a student at a non-public school, private school or residential facility, Rocketship will immediately inform the SELPA.” (Renewal, p. 62.) However, it is not clear what role such notification plays in the Charter School’s responsibility, as an LEA of a SELPA, to provide services in the more restrictive setting, or for students along the more severe end of the spectrum.*

*The Renewal also does not provide a reasonably comprehensive description of how the Charter School subsidizes special education services. The Renewal cites a per-student dollar amount of \$619, but does not identify the source of revenue for expenditures that exceed that figure. For example, assuming an average of 5% of students receiving speech services (or approximately 30 students or 900 sessions per year), at approximately \$80 per hour, the cost of speech services would exceed the allocated amount, without accounting for other providers, such as teachers, assistants, psychologists, etc.*

*The Renewal also does not contain disaggregated pupil achievement data for Students with Disabilities.*

**B/C. Measurable Pupil Outcomes/Methods of Measuring Pupil Outcomes:**

*The measurable student outcomes identified for use by the charter school, defined as “the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. (Subd. (c)(5)(B).)*

*Outcomes must “address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subdivision (a) of section 52052. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.”*

*The student outcomes should, at a minimum:*

- (a) *specify skills, knowledge, and attitudes that reflect the school’s educational objectives and can be assessed by objective means that are frequent and sufficiently detailed enough to determine whether students are making satisfactory progress;*



- (i) *the frequency of the objective means of measuring student outcomes should vary according to such factors as grade level, subject matter, the outcome of previous objective measurements, and information that may be collected from anecdotal sources; and*
- (ii) *Objective means of measuring student outcomes must be capable of being used readily to evaluate the effectiveness of and to modify instruction for individual students and groups of students.*

*The method by which progress toward meeting the student outcomes is measured. (Subd. (c)(5)(C).) The method should, at a minimum:*

- (a) *utilize a variety of assessment tools that are appropriate to the skills, knowledge, or attitudes being assessed, including, at a minimum, tools that employ objective means of assessment;*
- (b) *include the annual assessment results from the [CAASPP]; and*
- (c) *outline a plan for collecting, analyzing, and reporting student achievement data to school staff and parents, and for utilizing the data to monitor and improve the charter school's educational program. (5 C.C.R. § 11967.5.1(f)(3)) (Subd. (c)(5)(C).)*

**Findings:**

1. *The Charter School claims significant growth in pupil performance based on a longitudinal study of its pupil performance data. (Renewal, pp. 13-26). The Charter School's pupil performance data, however, is not complete.*

*The Charter School contends that it “made substantial gains in CAASPP proficiency [based on] the percent of students who “Met” or “Exceeded” the standard on the CAASPP, as well as longitudinal growth on the CAASPP for RFA, MDUSD, and California.” (Renewal, p. 22.) The Charter School further contends that “the majority of RFA students were proficient on grade-level standards in each subject in 2018-19, and demonstrated significant improvement from 2018 to 2019 in both ELA and Math. RFA had a 17 percentage point increase in ELA and a 21 percentage point increase in Mathematics.” (Id.)*

*However, this data does not provide a complete picture of pupil performance as it is based upon a small cohort of 25 continuously enrolled Charter School students from 3rd to 4th grade (and not 3<sup>rd</sup> to 5<sup>th</sup> Grade, as is stated in the chart.) The chart labeled “Figure 1” on page 22 of the Renewal compares the performance data from this small cohort of 25 charter school students to the District's approximately 2,400 students tested per grade level<sup>1</sup>, and the State's approximately 450,000 students tested per grade level.<sup>2</sup> The State has established that an appropriate cohort size to determine progress and growth is at least 30 students:*

<sup>1</sup> <https://caaspp-elpac.cde.ca.gov/caaspp/ViewReport?ps=true&lstTestYear=2019&lstTestType=B&lstGroup=1&lstGrade=13&lstSchoolType=A&lstCounty=07&lstDistrict=61754-000&lstSchool=0000000>

<sup>2</sup> <https://caaspp-elpac.cde.ca.gov/caaspp/ViewReport?ps=true&lstTestYear=2019&lstTestType=B&lstGroup=1&lstGrade=13&lstSchoolType=A&lstCounty=00&lstDistrict=00000&lstSchool=0000000>

*Is there a minimum number of students for local educational agencies or schools to receive a performance level?*

*Yes. Performance levels will be reported for all students and any student group that has at least 30 students in both the current and prior year. An exception is for foster youth and homeless youth at the LEA level where performance levels will be reported if there are at least 15 students in those student groups. Data will be reported without a performance level if there are between 11 and 29 students.*

*(<https://www.caschooldashboard.org/about/faq>)*

*Therefore, the Charter School's continuously-enrolled cohort of 25 students does not provide a statistically valid basis of comparison between its performance, and that of the District and the State, and was also not sufficient to generate a color rating on the California School Dashboard. The Charter School's demonstrated growth for 2019 is premised on the assumption that the Charter School had met the 30-student threshold in 2018. (Renewal, p. 18, Tables 3, 4; footnotes 4, 5.) Not meeting the threshold also means that the Charter School does not have pupil performance data disaggregated by numerically significant pupil subgroups, and that its cited ratings (such as the "Blue" rating for Suspension Rate in 2019) is based upon extrapolation. Because of this limited data, the Renewal would have benefited from alternative assessment data, such as interim assessments, writing prompts, and Strategic Teaching and Evaluation Progress, a research-based formative assessment, data management, and professional learning system designed to build teacher capacity for literacy instruction.*

- 2. In Figure 6 on page 25 of the Renewal, the Charter School claims one or more years' of growth as shown on the NWEA. However, the growth picture is incomplete because the data does not include any baseline data indicating at what level the tested students started. By way of illustration, a 5th grade student could academically be working at a 1st grade level, and the "year's growth" would put that student at a 2nd grade level, making the student still behind 3 years academically. The data in this chart is also disaggregated by student subgroups, but not by grade level. Disaggregation by grade level would be more informative in determining if a year's growth is sufficient in closing the achievement gap.*
- 3. Only 33.3% of the Charter School's English Language Learners are progressing towards proficiency in English, scoring "Very Low" on the State's indicators, as the Charter School acknowledges. (Renewal, p. 19; Appendix 13, p. 2.) 47.8% of the District's English Language Learners are progressing towards proficiency. 37.7% of English Language Learners decreased at least one level in the ELPAC.*
- 4. The Renewal provides a description of its Multi-Tiered Systems of Support (MTSS) model (Renewal, pp. 56-57), yet does not provide any data indicating any change or reduction of the number of students needing Tier 2 or 3 services.*

5. *A chart p. 21 shows growth in Distance from Standard (DFS) for subgroups in 3<sup>rd</sup> and 4<sup>th</sup> grade. However, because the Charter School did not meet the threshold of 30 students tested, this data is provided by the Charter School, not the State.*
6. *Neither the Petition nor the LCAP include outcome goals that address increases in pupil academic achievement both schoolwide, and for all numerically significant student subgroups to be served by the charter school, as is required by Education Code § 47605(c)(5)(B). The Charter School is required to provide this data, regardless of the number of statistically-significant subgroups it enrolls.*
7. *Based upon the above, the Board finds that: (1) the charter school has failed to meet or make sufficient progress towards meeting standards that provide a benefit to the pupils of the school, (2) that closure of the charter school is in the best interest of pupils, and, (3) if applicable, its decision provided greater weight to performance of measurements of academic performance.*

*The Charter School's pupil growth data is incomplete because of its small cohort size, and lack of benchmark data. Therefore, the Charter School's claim of attaining superior growth in comparison to the District or the State cannot be verified. Moreover, only 33.3% of the Charter School's English Language Learners are progressing towards proficiency in English, scoring "Very Low" on the State's indicators (Renewal, p. 19; Appendix 13, p. 2.) The Charter School's English Language Learners are not progressing towards proficiency at the same rate as District students (47.8%), and, by that measure, are not better off attending the Charter School. Placing greater weight to performance of measurements of academic performance, the Board concludes that it would be in the best interest of these students to be enrolled in District schools.*

#### **D. Governance**

*The governance structure of the charter school, including, but not limited to, the process to be followed by the school to ensure parental involvement. (Subd. (c)(5)(D).) The governance structure should, at a minimum:*

- (a) *include evidence of the charter school's incorporation as a non-profit public benefit corporation, if applicable;*
- (b) *include evidence that the organizational and technical designs of the governance structure reflect a seriousness of purpose necessary to ensure that:*
  - (i) *the charter school will become and remain a viable enterprise;*
  - (ii) *there will be active and effective representation of interested parties, including, but not limited to parents and guardians; and*
  - (iii) *the educational program will be successful.*
- (c) *include evidence that parental involvement is encouraged in a variety of ways and may include any of the following*
  - (i) *classroom observation;*
  - (ii) *meetings with teachers and administrators;*
  - (iii) *volunteering in the classroom and elsewhere at the school;*
  - (iv) *student absence notification;*
  - (v) *providing information on student achievement at the charter school;*
  - (vi) *maintaining a safe school environment;*
  - (vii) *examining the instructional materials used in the class or classes in which their child is enrolled;*

- (viii) *being informed of their child’s progress in school and of the appropriate school personnel whom they should contact if problems arise with their child;*
- (ix) *having access to the school records of their child;*
- (x) *receiving information concerning the academic performance standards, proficiencies, or skills their child is expected to accomplish;*
- (xi) *being informed in advance about school rules, attendance policies, dress codes, and procedures for visiting the school; and*
- (xii) *participating as a member of any parent advisory committee established by the charter school. (5 C.C.R. § 11967.5.1(f)(4).)*

**Findings:**

*The Charter School has a 15-member “National Board of Directors” that governs the network’s charter schools in California, the District of Columbia, Milwaukee and Nashville. Board members appear to have positions in various industry, medical, professional, philanthropic, or educational concerns, including two who are also parents of Rocketship charter schools in San Jose. Rocketship Public Schools also maintains regional boards in Washington, D.C., Wisconsin, Nashville and Texas.*

*The Renewal does not state how frequently the National Board meets, but according to the Rocketship Public Schools website, it meets approximately every 2 months. The Renewal states that the National Board shall comply with the requirements of Education Code section 47604.1(c)(4)(A) and meet in the county in which the greatest number of its pupils reside (Santa Clara), provide a two-way teleconference at each schoolsite, and shall audio/video record each meeting and post it on its website. (Renewal, pp. 106-107.)*

*Though not yet in effect, the Renewal also states that Rocketship will establish an “East Bay Regional Advisory Board” consisting of no less than 50% parents of Rocketship students. (Renewal, p. 107.)*

*Although the Renewal identifies a number of ways that parents can become involved in the governance of the school (such as the School Site Council, English Learner Advisory Committee, and LCAP development) (Renewal, pp. 108-110), there appears to be a gap between the governing body with the ultimate decisionmaking authority – the National Board of Directors – and parents of the Charter School. All of the formal means of parental involvement are advisory, and the National Board of Directors appears to be slow in adding parent representation. Though the National Board of Directors, like governing boards everywhere, is meeting virtually during the COVID-19 pandemic, when in-person meetings resume, the distance of the meetings from Contra Costa County will make direct access difficult for parents.*

**E. Employee Qualifications:**

*The qualifications to be met by individuals employed by the school. (Subd. (c)(5)(E).) The qualifications should, at a minimum:*

- (a) *identify general qualifications for the various categories of employees (e.g., administrative, instructional, instructional support, non-instructional support);*
- (b) *ensure the health and safety of the school’s faculty, staff, and students, and the academic success of the students;*

- (c) *identify those positions that the charter school regards as key in each category and specify the additional qualifications expected of individuals assigned to those positions; and*
- (d) *specify that all requirements for employment set forth in applicable provisions of law will be met, including, but not limited to credentials as necessary. (5 C.C.R. § 11967.5.1(f)(5).)*

**Findings:**

*The Renewal states that “[e]ach year, teachers will be evaluated based on their ability to make significant gains.” (Renewal, p. 114.) However, the Petition lacks a reasonably comprehensive description of what the Charter School would consider “significant” gains, and what the ramifications are for not attaining “gains” that are sufficiently significant. The “Teacher Performance Rubric” in Appendix 9 does not appear to contain any applicable metrics for measuring “gain.” There is also concern that such a metric might create reluctance to teach hard-to-serve students, which the Petition does not address.*

**F. Health and Safety:**

*The procedures that the school will follow to ensure the health and safety of students and staff. (Subd. (c)(5)(F).) The procedures should, at a minimum:*

- (a) *require that each employee of the school provide a criminal record summary as described in Education Code section 44237;*
- (b) *include the examination of faculty and staff for tuberculosis as described in Education Code section 49406;*
- (c) *require immunization of students as a condition of school attendance to the same extent as would apply if the students attended a non-charter public school;*
- (d) *provide for the screening of students’ vision and hearing and the screening of students for scoliosis to the same extent as would be required if the students attended a non-charter public school. (5 C.C.R. § 11967.5.1(f)(6).)*
- (e) *The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (H), inclusive, of paragraph (2) of subdivision (a) of Section 32282 and procedures for conducting tactical responses to criminal incidents:
 
  - i. *Child abuse reporting procedures;*
  - ii. *Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;*
  - iii. *Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;*
  - iv. *Procedures to notify teachers of dangerous pupils pursuant to Section 49079;*
  - v. *A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200*
  - vi. *The provisions of any schoolwide dress code, pursuant to Section Education Code 35183 that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code;*
  - vii. *Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;*
  - viii. *A safe and orderly environment conducive to learning at the school;*
  - ix. *The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;**
- x. *Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.”*

Findings: No findings.

**G. Racial and Ethnic Balance:**

*The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school.” (Subd. (c)(5)(G).)*

Findings: No findings.

**H. Admissions Requirements:**

*Admission requirements, if applicable. (Subd. (c)(5)(H).) The admission requirements shall be in compliance with the requirements of Education Code section 47605(e) and any other applicable provision of law. (5 C.C.R. § 11967.5.1(f)(8).)*

- (i) Each type of preference shall be approved by the chartering authority at a public hearing.*
- (ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.*
- (iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.*
- (iv) Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.*

Findings: No findings.

**I. Audit Procedure:**

*The manner in which annual, independent, financial audits shall be conducted. (Subd. (c)(5)(I).) Such audits shall employ generally accepted accounting principles and shall, at a minimum:*

- a. specify who is responsible for contracting and overseeing the independent audit;*
- b. specify that the auditor will have experience in education finance;*
- c. outline the process of providing audit reports to the chartering district, or other agency as the district may direct, and specify the time-line in which audit exceptions will typically be addressed; and*
- d. state the process the charter school will follow to address any audit findings and/or resolve any audit exceptions. (5 C.C.R. § 11967.5.1(f)(9).)*

Findings:

*The audit procedure contained in the Renewal appears to describe a systemwide audit of the Rocketship organization, and not an audit procedure of Rocketship Futuro Academy itself. (Renewal, p. 133.) The District has concerns that a system-wide audit lacks the detailed findings on the Charter School that a school-specific audit would have.*

While the Renewal states that the “financial audit is a public record to be provided to the public upon request,” in the interests of transparency, the audit should be posted on the organization’s website, in addition to its other financial reports (board-approved budget, unaudited actuals, 1st interim, audit, and 2nd interim).

**J. Student Discipline:**

The procedures by which students can be suspended or expelled. (Subd. (c)(5)(J).) The procedures shall, at a minimum:

- a. identify a preliminary list of offenses for which students may (or must, where discipline is non-discretionary) be suspended or expelled;
- b. identify the procedures by which students can be suspended or expelled;
- c. identify the procedures by which parents, guardians, and students will be informed about reasons for suspension or expulsion and of their due process rights in regard to suspension or expulsion;
- d. provide evidence that the petitioners reviewed the lists of offenses and discipline procedures and believe their lists provide adequate safety for students, staff, and visitors to the school and serve the best interests of the school’s students and their parents/guardians; and
- e. if not otherwise covered under paragraphs (a), (b), (c), and (d):
  - i. provide due process for all students and demonstrate an understanding of the rights of students with disabilities in regard to suspension and expulsion; and
  - ii. outline how detailed policies and procedures will be developed and periodically reviewed and modified, as necessary. (5 C.C.R. § 11967.5.1(f)(10).)
- f. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:
  - (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.
  - (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
    - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights
    - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
  - (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

Findings: No findings.

**K. STRS/PERS:**

The manner by which staff members of the charter schools will be covered by the State Teachers Retirement System, the Public Employees’ Retirement System, or federal social security. (Subd. (c)(5)(K).) This requires, at a

minimum, that the charter specify the positions to be covered under each system and identify the staff who will be responsible for arranging coverage. (5 C.C.R. § 11967.5.1(f)(11).)

Findings: No findings.

**L. Public School Attendance Alternatives:**

The public school attendance alternatives for students residing within the school district who choose not to attend charter schools. (Subd. (c)(5)(L).) The alternatives shall specify, at a minimum, that the parent or guardian of each student enrolled in the charter school shall be informed that the student has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency. (5 C.C.R. § 11967.5.1(f)(12).)

Findings: No findings.

**M. Employee Rights:**

A description of the rights of any employees of the school district upon leaving the employment of the school district to work in a charter school, and of any rights to return to the district after employment at a charter school. (Subd. (c)(5)(M).) The description shall set forth, at a minimum, the following rights:

- a. any rights upon leaving the employment of a local education agency to work in the charter school that the local education agency may specify;
- b. any rights of return to employment in a local education agency after employment in the charter school as the local education agency may specify; and
- c. any other rights upon leaving employment to work in the charter school and any rights to return to a previous employer that are not in conflict with law. (5 C.C.R. § 11967.5.1(f)(13).)

Findings: No findings.

**N. Dispute Resolution:**

The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. (Subd. (c)(5)(N).) The procedures shall, at a minimum:

- a. describe how the costs of the dispute resolution process, if needed, would be funded; and
- b. recognize that if the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter, the matter will be addressed at the chartering district's discretion in accordance with that provision of law and any regulations pertaining thereto. (5 C.C.R. § 11967.5.1(f)(14).)

Findings: No findings.

**O. Closure Procedures:**

A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of student records. (Subd. (c)(5)(O).)

Findings: No findings.



**2. The Petitioners Are Demonstrably Unlikely to Successfully Implement the Program Set Forth in the Petition.**

**A. Fiscal/Budget**

The Charter School’s budget is based upon an increase in enrollment (and corresponding revenue) between the 2020-2021 and 2021-2022 school years.

2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
611	647	647	647	647

(Renewal, Appendix 1, Table F, p. 6 of 15.)

The Charter School has not provided a satisfactory explanation for why its enrollment would increase when school districts in the Bay Area are projecting decreases in enrollment due to the after-effects of the pandemic. An overprojection of enrollment would also account for an overprojection of revenue.

The Charter School’s budget also anticipates a significant increase in LCFF – State Aide funding, starting with Fiscal Year 2021-2022, even though the School Services Dartboard (Exhibit D) does not anticipate such increases in the per-pupil funding rate. Such a projected increase is also inconsistent with the Charter School’s flat A.D.A. from 2021-2022 to 2024-2025:

2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
\$4,997	\$5,300	\$6,236	\$6,236	\$6,236

(Renewal, Appendix 1, Table C, p. 3 of 15.)

Under the District’s calculation of the Charter School’s projected LCFF State funding, using the COLA assumptions contained in the School Services Dartboard, the Charter School has overprojected its State revenue for 2022-2023 to 2024-2025 as follows:

Projections	2020-21	2021-22	2022-23	2023-24	2024-25
COLA	0%	0%	0%	0%	0%
Enrollment	611	647	647	647	647
ADA	568	602	602	602	602
Total Rev	\$ 6,270	\$ 6,808	<del>\$ 7,856</del>	<del>\$ 7,854</del>	<del>\$ 7,854</del>
Total rev w/flat ADA			\$ 6,825	\$ 6,825	\$ 6,825
Total Exp	\$ 6,256	\$ 6,428	\$ 7,245	\$ 7,530	\$ 7,639
Net	\$ 14	\$ 380	<del>\$ 611</del>	<del>\$ 324</del>	<del>\$ 215</del>
Net w/flat rev	\$ 14	\$ 380	\$ (420)	\$ (705)	\$ (814)

The Renewal does not explain circumstances (such as an increase in the unduplicated pupil count, or in unrestricted funding) that would account for the projected increase in State revenue

without a corresponding increase in enrollment/A.D.A., and without significant COLA increases. As the above chart shows, based upon industry-accepted revenue projections, the Charter School would incur a negative fund balance at its currently-budgeted expenditures.

The Charter School's budget includes cash flow projections for the five fiscal years covered by the proposed charter term. However, the cash flow projections do not mention, or incorporate, the anticipated deferrals for state funding for Fiscal Year 2021-2022. The cash flow also does not reflect the customary increase in expenses in June of each fiscal year.

The District has the following concerns regarding the Charter School's budgeted revenues:

- The revenue assumptions do not correlate to state and federal funding formulas. The state revenue in Fiscal Year 2022-2023 and the out years shows a 17% increase, yet the enrollment remains flat at 647 with a consistent expectation of 93% ADA.
- Table C shows an increase in LCFF, which does not correspond with any of the data in the Dartboard, as presented by School Services of California. Similarly, Table D notes considerable revenue increases without enrollment growth. Therefore, none of the revenue increases projected by the Charter School starting in Fiscal Year 2022-2023 are realistic. A realistic budget would have to include flat funding and 0% COLA.

The Charter School's budget also underestimates expenses as follows:

- The cost of medical/dental/vision benefits is flat starting in 2022-2023, which does not correlate to industry trends of projected increases of 8-12%/year.
- Utility costs are flat, despite more students in more classrooms and inflation.
- Facility maintenance and repairs are estimated to decrease, then remain flat, which does not account for inflation.
- The facility lease expense does not take into account the long-term lease that is being negotiated with the District, and the current agreed-upon amount proposed by Rocketship.
- No growth is noted in supplies and operating costs after the 2022-2023 school year, which would seem to negate the practice of expecting some increase in costs based on inflation.

Conclusion:

The Renewal's budget is missing much of the detail and evidence needed for a valid, credible, annual operating budget. Revenue assumptions should be consistent with the School Services Dartboard assumptions, but are not. The expenditure assumptions do not reflect the market changes that would be anticipated in the Consumer Price Index. The budget does not denote restricted versus general operating funds. The District would require more specific evidence of the types of insurance coverage, policy limits and deductibles, certificates and endorsements evidencing the District's additional insured status, and an agreement under which the Charter School agreed to indemnify the District against liability.

**B. Other**

1. Board Request for Information

At the September 14, 2020 Public Hearing, Board members made certain requests for information to the Charter School. By letter of September 30, 2020, the Charter School provided information in response to those requests. (Exhibit C.)

2. Request for Corrective Action

On September 4, 2020, the District sent to the Charter School a “Request for Corrective Action under Education Code section 47607(e),” arising out of the Charter School’s Failure to pay its full pro-rata share of facilities costs for use and occupation of the District’s facility for the 2017-2018, 2018-2019 and 2019-2020 school years. The “Request for Corrective Action” asked the Charter School to pay the remaining pro-rata share; otherwise, the District would consider its failure to do so as part of the renewal decision. (Exhibit F.) Subsequently, the parties reached a tentative agreement on the payment of the remaining pro-rata share. (Exhibit G.) Therefore, the issue of the pro-rata share payments will not be considered as part of the renewal.

3. Potential Appeal of District Denial

The Renewal states that “[s]hould this petition not be renewed, the Petitioners will file an appeal with the County Board of Education.” (Renewal, p. 160) However, under Education Code section 47605.9, effective July 1, 2020, for a charter school currently authorized by the State Board under Education Code section 47605 (as it read on January 1, 2019) “[i]f the governing board of the school district denies the renewal petition, the charter school may submit the petition for renewal directly to the state board ...” If the State Board grants the appeal it would, in consultation with the Charter School, select either the District or the local County Board of Education to be the authorizer.”

\* \* \*

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED by the Mt. Diablo Unified School District Board of Education that the Board [select one]:

- Grants the request to renew the Rocketship Futuro Charter Academy for an additional five-year term of July, 1, 2021 through June 30, 2026, based upon the Charter School’s written agreement to the conditions contained in Exhibits A and E of this Resolution; or
- Denies the request to renew the Rocketship Futuro Charter Academy for an additional five-year term of July, 1, 2021 through June 30, 2026, and hereby adopts the above factual findings in support of its decision.

PASSED AND ADOPTED on October 26, 2020, by the Mt. Diablo Unified School District by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENCES:

I declare under penalty of perjury that the foregoing resolution was duly passed and adopted on the date and by the vote stated.

---

Secretary of the MT. DIABLO UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

# EXHIBIT A

[Conditions for Approval]

The Charter School must agree in writing to abide by the following conditions of approval. Enforcement of the conditions would be performed through the District's oversight duties:

Conditions for Approval:

Educational Program:

1. The Charter School shall hire, at its own expense, an individual to monitor the delivery of Designated English Language Development instruction. The Charter School shall take steps, including but not limited to adjusting the time dedicated to Designated English Language Development instruction; adjusting student grouping; and/or developing additional instructional strategies and materials, to ensure that it provides a sufficient amount of protected Designated English Language Development instruction each day. The Charter School shall provide the District with the Charter School's reclassification criteria, including what assessment the Charter School uses for Comparison of Basic Skills; how the Charter School monitors reclassified students; what the Charter School uses as an Interim Language Development Assessment; and what instructional materials the Charter School uses for designated English Language Development instruction.
2. Review its block schedule to ensure that the amount of instructional minutes is sufficient to meet the requirement of Education Code section 47612.5

Measurable Pupil Outcomes:

3. Provide alternative and local assessment measures for all subgroups of students, including those that are not statistically significant, for which State data is not available due to the lack of a sufficiently large cohort of tested students.
4. Improve the percentage of the Charter School's English Language Learners progressing towards proficiency in English to "medium" (45% to 55%) by the third renewal term.

Governance:

5. Implement formal representation of local (Contra Costa County) parent representation on the National Board of Directors.

Employee Qualifications:

6. Develop written criteria for defining "significant" gains for teacher evaluation purposes, and what the ramifications of not attaining "gains" that are sufficiently significant, including how to address potential reluctance to teach hard-to-serve students based on such criteria.

Fiscal and Budget:

7. Provide a recalculated budget for each Fiscal Year encompassed in the Renewal term based upon the increases to the LCFE funding rate contained in the School Services Dashboard.
8. Perform a separate audit for Rocketship Futuro Academy only for each Fiscal Year encompassed by the Renewal Term.
9. Post all reports required by Education Code section 47604.32 (including but not limited to preliminary budget, interim reports, unaudited actuals, and final audit report) on the Rocketship Public Schools website.
10. Execute an operational Memorandum of Understanding with the District, a form of which is attached hereto as Exhibit E.
11. The Charter School shall maintain a hard enrollment cap, not to exceed 675 students, during the term of the charter.

# EXHIBIT B





CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

*Sent via First Class Mail and E-mail to:*

[mgil@rsed.org](mailto:mgil@rsed.org)

November 1, 2017

Dr. Frederick Ferrer, President of the Rocketship Education Board  
Marie Gil, Bay Area Regional Director  
Rocketship Futuro Academy  
350 Twin Dolphin Drive, Suite 109  
Redwood City, CA 94065

Dear Dr. Ferrer and Director Gil:

Subject: Summary of English Learner Focused Site Visit Conducted for Rocketship Futuro Academy on March 8, 2017, and Requests for Plan to Address Non-Compliance Concerns and Request for Additional Documentation

Thank you for the opportunity to visit Rocketship Futuro Academy (RFA). The California Department of Education (CDE) appreciates the tremendous amount of work you orchestrated before and during this site visit focused on RFA's program for English learners (ELs).

The following is a summary of the areas of concern, which were also discussed at the exit meeting on March 8, 2017.

### **Non-Compliance Concern–Plan for English Learners**

- **Criteria**

- The CDE and State Board of Education (SBE) recognize that both designated and integrated English Language Development (ELD) is an integral part of a comprehensive program for every EL pupil to meet the linguistic and academic goals at their grade level. On September 18, 2015, the SBE and CDE provided resources in a letter to all county and district superintendents and charter school administrators regarding designated and integrated ELD. The letter can be found at the CDE Web page at: <http://www.cde.ca.gov/nr/el/le/yr15ltr0918.asp>.
- On August 30, 2016, the CDE issued a letter to all county and district superintendents and charter school administrators regarding their legal obligation to ELs. The letter clearly states that charter schools have dual obligations, as do all local educational agencies, to provide a program for EL pupils designed to overcome language barriers and provide access to the

Dr. Frederick Ferrer, President of the Rocketship Education Board  
Marie Gil, Bay Area Regional Director  
November 1, 2017  
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core curriculum. The letter can be found at the CDE Web page at:  
<http://www.cde.ca.gov/sp/el/er/charterschooleltr.asp>.

- **Observation**

- The CDE has determined through classroom observations and interviews with RFA leadership that ELs are not receiving access to appropriate ELD instruction, specifically designated, explicit ELD instruction. The CDE determined at the site visit that RFA is not currently implementing designated explicit ELD instruction to support EL pupils, as outlined on p. 84 and pp. 90–92 of the RFA charter petition. RFA states that explicit ELD will take place during the Humanities block and pupils will be leveled by English fluency. This practice was not observed during the site visit or explained during interviews with RFA staff. The CDE does note that RFA has identified this as an area of growth and will continue to improve on this over the next year.

- **Corrective Action–Action Plan:**

- The Rocketship Education (RSED) Board must provide documentation to demonstrate the appropriate levels of support and ELD instruction for EL pupils enrolled at RFA including, but not limited to, the master schedule with ELD block within the instructional day; copies of the RFA annual EL placement letter to parents of ELs; and EL reclassification notification letters to parents of ELs. This documentation must be submitted to the CDE.

### **Non-Compliance Concern–Teacher Credentialing**

- **Criteria**

- Pursuant to California *Education Code (EC)* Section 47605(I), teachers in charter schools are required to hold a Commission on Teacher Credentialing (CTC) certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.
- Pursuant to the RFA petition the Affirmations and Assurances, page 5, RFA states that RFA will ensure that teachers hold a CTC certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold.

Dr. Frederick Ferrer, President of the Rocketship Education Board  
Marie Gil, Bay Area Regional Director  
November 1, 2017  
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- **Observation**

- Based on the teacher credential template submitted to the CDE and documentation reviewed at the RFA site, there are two teachers, Adiagha Mbonisi and Reasey Ngoun-Colon, who do not hold valid CTC credentials equivalent to that which teachers in other public schools are required to hold.

- **Corrective Action–Action Plan:**

- The RSED Board must provide the CDE a plan with specific dates for Adiagha Mbonisi, and Reasey Ngoun-Colon, to obtain valid California Multiple Subject Teaching Credentials. This plan must be submitted to the CDE.
- The RSED Board must provide the CDE with a plan that includes details on how these teachers' classes will be served by appropriately CTC credentialed teachers until the identified credential issue has been resolved for the aforementioned teachers. This documentation must be submitted to the CDE.

The RSED Board is required to submit the requested documentation to the CDE by e-mail to [SBEOVERSIGHT@cde.ca.gov](mailto:SBEOVERSIGHT@cde.ca.gov) **within 30 days of the date of this letter.**

If you have any questions regarding this letter, please contact Christy Gardner, Education Programs Consultant, Charter Schools Division by phone at 916-319-0542 or by e-mail at [cgardner@cde.ca.gov](mailto:cgardner@cde.ca.gov).

Sincerely,

/s/

Nick Schweizer, Deputy Superintendent  
Systems Support Branch

NBS:cg

cc: Karen Stapf Walters, Executive Director, California State Board of Education

# EXHIBIT C

Via Electronic Mail  
[clarka@mdusd.org](mailto:clarka@mdusd.org)

September 30, 2020

Dr. Adam Clark, Superintendent  
Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519-1358

***Re: Follow up to Presentation at the Mt. Diablo Unified School District Board of Education September 14, 2020 Public Hearing on Behalf of Rocketship Futuro Academy***

Dear Dr. Adam Clark,

On behalf of Rocketship Education d/b/a Rocketship Public Schools (“Rocketship”) and Rocketship Futuro Academy (“RFA”), this letter serves as a follow-up to the Public Hearing with the board of the Mt. Diablo Unified School District (“the District”) and Rocketship on September 14, 2020. During this meeting, board members asked for a formal response to the following questions:

- 1. How the Charter School projected the significant increase in enrollment (26 students, Appendix 1, Table A, p.1) and revenue (\$6,270,000 to \$6,808,000, Appendix 1, Table B, p.2) between the 2020-2021 and 2021-2022 school years.***

The increase in students from Fiscal Year 2021 to Fiscal Year 2022 in Table A, we show enrollment going from 611 in Fiscal Year 2021 to 647 in Fiscal Year 2022, which is an increase of 36. This number is driven by our internal enrollment projections. Funding is based on ADA and Table A also shows that increasing from 568 to 602, a difference of 34. We have included retention projections for our 3rd and 4th grade students as they matriculate up one grade. For example, we have projected our 4th and 5th grade students will total 130 in Fiscal Year 2021 and 170 in Fiscal Year 2022.

The projected revenue increases of \$538K from Fiscal Year 2021 to Fiscal Year 2022 are primarily driven by two factors: A) slight increases in per pupil funding from an average of \$11,034 to \$11,314 per ADA (approximately \$159K) and, B) the increase in ADA funding for 34 enrolled students (approximately \$379K).

The detailed components of per pupil funding are provided in Appendix 1. The

standard LCFF FCMAT calculator was used to determine the LCFF projections in Fiscal Year 2021 and Fiscal Year 2022, with LCFF representing the majority of Rocketship Futuro Academy funding.

**2. The current number of enrolled students residing within the boundaries of the Mt. Diablo Unified School District, and the total number of enrolled students living outside District boundaries.**

Rocketship Futuro Academy opened in Fall 2016 serving Kinder through 2nd grade. In the 2020-2021 school year, which is our fifth year of operation, Rocketship Futuro current enrollment totals 614 students in grades Transitional Kinder through 5th grade.

Total RFA Students Enrolled 2020-2021 School Year	Total RFA Students from MDUSD boundaries	Total RFA Students from PUSD boundaries	Total RFA Students from AUSD boundaries	Total RFA Students from OTHER District boundaries
614	535	45	18	16
100%	87.1%	7.3%	2.9%	2.6%

**3. Whether the California Department of Education and/or the State Board of Education have issued any written notices or other communications expressing concerns, or asking for corrective action, to either Rocketship Futuro, Rocketship Public Schools, or Rocketship Education.**

Rocketship has never received a Notice of Violation and maintains in Good Standing with our authorizer, the California Department of Education (CDE) and/or the State Board of Education (SBE).

From October 2017 through July 2019, Rocketship Futuro Academy received nine written notices expressing concern(s) and/or asking for corrective action(s) from the CDE. Rocketship has complied with corrective action and fully remedied all concerns. Through active communication and partnering on best practices, we have fully addressed any issues and established a productive working relationship with our authorizer, keeping us in good standing. The fact that the SBE has never issued a Notice of Violation demonstrates that we have always worked immediately to fully resolve any and all concerns when they are first raised by staff.

Furthermore, in October 2019, CDE’s Federal Program Monitoring (FPM) team reviewed RFA’s Compensatory Education (i.e., Title 1) and English Learning (i.e.,

Title 3) programs. The review included a site visit and consideration of over one hundred documents, demonstrating that we are meeting all program requirements. The requirements spanned multiple areas of programming including curriculum, governance, communication, and finances.

For MDUSD reference, we have attached two CDE letters dated October 23, 2019 and November 22, 2019. Both letters clearly demonstrate that the FPM review resulted in zero findings of issues with either program, which our lead reviewer indicated is extremely rare. As a result, CDE made the decision to cancel the English Learner Site Visit which was scheduled for January 22, 2020. The FPM visit served as the English Learner Site Visit for the 2019-2020 school year.

<b>DATE</b>	<b>SUBJECT</b>	<b>CONCERN(S)</b>	<b>STATUS</b>
July 12, 2019	EL Focused Site Visit Conducted for Rocketship Futuro Academy on April 12, 2019, EL Focused Unannounced Site Visit on June 5, 2019, and Non-Compliance with the Terms and Conditions of the Charter Petition and Memorandum of Understanding	<ul style="list-style-type: none"> <li>English Language Development (ELD) Instruction</li> <li>English Learner Advisory Committee (ELAC)</li> </ul>	CDE Good Standing
January 10, 2019	Site Visit Conducted for Rocketship Futuro Academy, on December 11–12, 2018, and Noncompliance with the Terms and Conditions of the Charter Petition and the Memorandum of Understanding between the State Board of Education and Rocketship Futuro Academy	<ul style="list-style-type: none"> <li>Teacher Credentialing</li> </ul>	CDE Good Standing
June 13, 2018	Fiscal Concerns on 2017–18 Second Interim Report and Request for a Fiscal Corrective Action Plan	<ul style="list-style-type: none"> <li>Negative ending fund balance</li> <li>Zero percent reserve</li> </ul>	CDE Good Standing
June 5, 2018	Site Visit Conducted for Rocketship Futuro Academy, on April 25–26, 2018, and Noncompliance with the Terms	<ul style="list-style-type: none"> <li>Teacher Credentialing</li> </ul>	CDE Good Standing

	and Conditions of the Charter Petition and the Memorandum of Understanding between the State Board of Education and Rocketship Futuro Academy		
May 21, 2018	Letter of Concern Regarding the English Learner Focused Site Visit Conducted for Rocketship Futuro Academy on March 15, 2018, and Requests for Plans to Address Non-Compliance Concerns, Additional Documentation, and Assurances	<ul style="list-style-type: none"> <li>English Language Development (ELD) Instruction</li> <li>English Learner Advisory Committee (ELAC)</li> </ul>	CDE Good Standing
February 13, 2018	Letter of Concern Regarding the Operation of Rocketship Futuro Academy, Request for Corrective Action, and Additional Documentation	<ul style="list-style-type: none"> <li>Teacher Credentialing</li> <li>English Language Development (ELD) Instruction</li> </ul>	CDE Good Standing
November 1, 2017	Summary of English Learner Focused Site Visit Conducted for Rocketship Futuro Academy on March 8, 2017, and Requests for Plan to Address Non-Compliance Concerns and Request for Additional Documentation	<ul style="list-style-type: none"> <li>Teacher Credentialing</li> <li>English Language Development (ELD) Instruction</li> </ul>	CDE Good Standing
October 4, 2017	Summary of Annual Site Visit Conducted for Rocketship Futuro Academy on November 15–16, 2016, and Requests for Plan to Address Non-Compliance Concerns, Additional Documentation, and Assurances	<ul style="list-style-type: none"> <li>Teacher Credentialing</li> </ul>	CDE Good Standing
October 4, 2017	Fiscal Concerns on 2016–17 Second Interim Report and Request for a Fiscal Corrective Action Plan	<ul style="list-style-type: none"> <li>Negative ending fund balance</li> <li>Zero percent reserve</li> </ul>	CDE Good Standing



*Dr. Adam Clark, Superintendent*  
*Re: Rocketship Futuro Academy Charter School*  
*September 30, 2020*  
*Page 5 of 5*

Although "good standing" is a vague term used throughout the charter community, Rocketship Futuro Academy is aligned with the CDE's definition as well. The term "good standing" at the CDE related to charter oversight typically means that a charter school is in compliance with all applicable Education Codes, the Memorandum of Understanding, the Charter Petition, and all U.S. and/or State Department guidance. While each of the aforementioned has thousands of laws, policies, and provisions; the CDE will additionally factor in the level at which the charter school is attentive and responsive to authorizer requests.

To further assess our "good standing" with the CDE, we encourage the District to engage with the consultant for the State Board of Education, Charter School Oversight Unit, Matt Huddleston to further learn about how Rocketship has excelled in authorizer and charter school relations.

Matt Huddleston  
Education Programs Specialist  
SBE Oversight Unit  
CA Dept. of Education  
Email: [MHuddleston@cde.ca.gov](mailto:MHuddleston@cde.ca.gov)  
Phone: 916-323-5833

Rocketship deeply appreciates the continued spirit of partnership from its authorizer, the California Department of Education, and we look forward to reviewing any additional questions or concerns you may have regarding these important questions raised by the MDUSD board.

Kind Regards,



Marie Alvarado- Gil  
Regional Director, Rocketship Public Schools

cc: Dr. Lisa Gonzalez, CFO, MDUSD  
John Yeh, District Counsel  
Jerry W. Simmons, Legal Counsel, Young Minney & Corr  
Maya Sethi, General Counsel, Rocketship Education  
Matt Huddleston, Education Programs Specialist, SBE Oversight Unit, CA Dept. of Education

ATTACHMENTS: Federal Program Monitoring letters dated October 23, 2019 and November 22, 2019

# EXHIBIT C(1)



**CALIFORNIA DEPARTMENT  
OF EDUCATION**

**TONY THURMOND**  
STATE SUPERINTENDENT OF  
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

November 22, 2019

Louis Jordan, President of the Rocketship Education Board  
Marie Gil, Bay Area Regional Director  
Jason Colón, Founding Principal  
Rocketship Futuro Academy  
350 Twin Dolphin Drive, Suite 109  
Redwood City, CA 94065

Dear Mr. Jordan, Director Gil, and Principal Colón:

Subject: **Response:** EL Focused Site Visit Conducted for Rocketship Futuro Academy on April 12, 2019 and EL Focused Unannounced Site Visit on June 5, 2019

Thank you for responding to the California Department of Education's (CDE) letter of concern date July 12, 2019, regarding CDE's annual English learner (EL) site visit which took place on April 12, 2019 and an unannounced site visit which took place on June 5, 2019.

The following is a summary of the areas of concerns and non-compliance which RFA has sufficiently addressed in its response received by CDE on August 9, 2019.

**Summary of Concerns or Non-Compliance Areas that RFA Responded to:**

- English Learner Advisory Committee
- Pupil Cumulative Records–Pupil Citizenship Status
- English Language Development Curriculum
- English Language Development Implementation

Additionally, on October 21–23 the CDE conducted a Federal Program Monitoring review for two programs, Compensatory Education and English Learner. Accordingly, there were no findings in either program.

Please be advised that as California Assessment of Student Performance and Progress data, California School Dashboard data, and fiscal reports become available, the CDE will continue to monitor the academic performance and fiscal viability of RFA, which could result in the CDE requesting a written response, an action plan, or additional documentation.

Louis Jordan, President of the Rocketship Education Board  
Marie Gil, Bay Area Regional Director  
Jason Colón, Founding Principal  
November 22, 2019  
Page 2

If you have any questions regarding this letter, please contact Chaddrick Owes, Education Programs Consultant, Charter Schools Division, by phone at 916-445-6761 or by email at [cowes@cde.ca.gov](mailto:cowes@cde.ca.gov).

Sincerely,

/s/

Lisa F. Constancio, Director  
Charter Schools Division

LFC:co

cc: Karen Stapf Walters, Executive Director, California State Board of Education  
Khiem Jackson, Deputy Superintendent, Equity and Access Branch, California  
Department of Education

*Sent via First Class Mail and Email to:*

[ljordan\\_board@rsed.org](mailto:ljordan_board@rsed.org)

[mgil@rsed.org](mailto:mgil@rsed.org)

[jcolon@rsed.org](mailto:jcolon@rsed.org)

# EXHIBIT C(2)



# California Department of Education Federal Program Monitoring 2019-20 Notification of Findings

October 23, 2019

This is the official Notification of Findings (NOF) report of the review visit conducted by the California Department of Education (CDE). Because the methodology of the review involves sampling, it is not an assessment of all legal requirements. Nevertheless, the local educational agency (LEA) is responsible for operating its federal categorical programs in compliance with all applicable laws and regulations.

**Local Educational Agency:** Rocketship Futuro Academy (07770240134072)

**Review Date(s):** 10/21/2019 - 10/23/2019

**Regional Team Leader(s):** Carrie Lopes, 916-319-0953

**FPM Coordinator(s):** Rachel Heredia, 602-550-6075

Program Reviewed	Program Reviewer	Total Findings
Compensatory Education (CE)	April Woodcheke	0
English Learner (EL)	Geqigula Dlamini	0

No findings resulted from this monitoring review. No further action is required.

NOTE: Copies of this report were distributed to the Agency. This is a public report and must be made available upon request. (California Public Records Act, Government Code section 6250)

Sites Reviewed	Programs Reviewed
Rocketship Futuro Academy (07770240134072)	EL, CE

## Monitoring Results by Program

### Compensatory Education

No program findings resulted from this monitoring review. No further action is required.

### English Learner

No program findings resulted from this monitoring review. No further action is required.

# EXHIBIT D

## SSC School District and Charter School Financial Projection Dartboard Adopted State Budget for 2020–21

This version of the School Services of California Inc. (SSC) Financial Projection Dartboard is based on the 2020–21 Adopted State Budget. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

<b>LCFF PLANNING FACTORS</b>					
Factor	2019–20	2020–21	2021–22	2022–23	2023–24
Statutory COLA and DOF Latest Estimates	3.26%	2.31%	2.48%	3.26%	N/A
Funded COLA	3.26%	0.00%	N/A	N/A	N/A
SSC Estimated Statutory COLA	3.26%	2.31%	0.60%	0.70%	1.60%
SSC Recommended Planning COLA <sup>1,2</sup>	3.26%	0.00%	0.00%	0.00%	0.00%

\*Department of Finance (DOF)

<b>LCFF GRADE SPAN FACTORS FOR 2020–21</b>				
Entitlement Factors Per ADA*	K–3	4–6	7–8	9–12
2019–20 Base Grants	\$7,702	\$7,818	\$8,050	\$9,329
Statutory COLA at 2.31%	\$178	\$181	\$186	\$215
2020–21 Base Grants Before Deficit Factor	\$7,880	\$7,999	\$8,236	\$9,544
Deficit Factor Impact	(\$178)	(\$181)	(\$186)	(\$215)
2020–21 Base Grants After Deficit Factor	\$7,702	\$7,818	\$8,050	\$9,329
Grade Span Adjustment Factors	10.4%	–	–	2.6%
Grade Span Adjustment Amounts	\$801	–	–	\$243
2020–21 Adjusted Base Grants <sup>3</sup>	\$8,503	\$7,818	\$8,050	\$9,572

\*Average daily attendance (ADA)

<b>OTHER PLANNING FACTORS</b>						
Factors		2019–20	2020–21	2021–22	2022–23	2023–24
California CPI		2.34%	0.98%	1.59%	1.87%	2.33%
California Lottery	Unrestricted per ADA	\$149	\$150	\$150	\$150	\$150
	Restricted per ADA	\$48	\$49	\$49	\$49	\$49
Mandate Block Grant (District)	Grades K–8 per ADA	\$32.18	\$32.18	\$32.18	\$32.18	\$32.18
	Grades 9–12 per ADA	\$61.94	\$61.94	\$61.94	\$61.94	\$61.94
Mandate Block Grant (Charter)	Grades K–8 per ADA	\$16.86	\$16.86	\$16.86	\$16.86	\$16.86
	Grades 9–12 per ADA	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87
Interest Rate for Ten-Year Treasuries		1.25%	0.89%	1.24%	1.70%	2.10%
CalSTRS Employer Rate <sup>4</sup>		17.10%	16.15%	16.00%	18.10%	18.10%
CalPERS Employer Rate <sup>4</sup>		19.721%	20.70%	22.84%	25.50%	26.20%

<b>STATE MINIMUM RESERVE REQUIREMENTS</b>	
Reserve Requirement	District ADA Range
The greater of 5% or \$69,000 <sup>5</sup>	0 to 300
The greater of 4% or \$69,000 <sup>5</sup>	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and higher

<sup>1</sup>Recommended planning COLA is based on the projection that the Proposition 98 guarantee is not expected to recover to 2019–20 levels during the forecast period, and more than \$11 billion in budget deferrals are in place beginning 2020–21.

<sup>2</sup>The unfunded SSC estimated statutory COLA projections result in a compounded deficit factor of 5.30%, and an aggregate loss of funding of 13.52%, through the 2023–24 fiscal year.

<sup>3</sup>Additional funding is provided for students who are designated as eligible for free or reduced price meals, foster youth, and English language learners. A 20% augmentation is provided for each eligible student with an additional 50% for each eligible student beyond the 55% identification rate threshold.

<sup>4</sup>California State Teachers' Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) rates in 2020–21 and 2021–22 are bought down by a \$2.3 billion payment from state of California. Rates in the following years are subject to change based on determination by the respective governing boards.

<sup>5</sup>Rate adjusts upward to \$71,000 beginning in 2020–21.



# EXHIBIT E

**MEMORANDUM OF UNDERSTANDING REGARDING CHARTER SCHOOL  
OVERSIGHT AND OPERATIONS  
by and between  
MT. DIABLO UNIFIED SCHOOL DISTRICT AND  
ROCKETSHIP PUBLIC SCHOOLS, ROCKETSHIP EDUCATION AND ROCKETSHIP  
FUTURO CHARTER SCHOOL**

This Memorandum of Understanding ("Agreement") is executed between the Mt. Diablo Unified School District ("District") and Rocketship Public Schools, Rocketship Education, and Rocketship Futuro Charter School (collectively "Rocketship" or "Charter School"), operating under the District's oversight.

**I. RECITALS:**

- A. The Mt. Diablo Unified School District is a school district existing under the laws of the State of California.
- B. Rocketship Education d/b/a Rocketship Public Schools ("Rocketship") is a nonprofit, public benefit corporation that operates multiple charter schools throughout the nation, including Rocketship Futuro Charter School (hereinafter "Charter School"), which is to be operated by Rocketship in accordance with state and federal laws and under the oversight of the District. Rocketship shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein, and where this Agreement obligates the Charter School to a particular course of action, the corporation is coextensively required to fulfill such obligation.
- C. The District is the authorizing agency of the Charter School. On October 26, 2020 the District approved a five (5) year renewal term from July 1, 2021 to June 30, 2026. This Agreement is intended to outline the agreement of Rocketship, the Charter School and the District governing their respective fiscal and administrative responsibilities, their legal relationships and operation of Charter School.
- D. Written modifications of this Agreement may be made by mutual agreement as set forth in Section A below. This Agreement shall be effective upon the District's Board's ratification of the Parties' signatures to the agreement and shall remain in place until terminated in accordance with this Agreement.
- E. The terms of this Agreement are intended by both parties to become part of the conditions, standards and procedures set forth in the Charter document ("Charter"). The parties agree that this Agreement is consistent with the approved Charter, as approved by the District Board of Trustees on October 26, 2020. If the parties discover any terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the particular issue in question. To the extent that this Agreement is inconsistent with any of the terms of the Charter, both parties shall meet to amend the Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. If the parties do not reach agreement regarding the consistency, the parties agree to follow the

procedures for dispute resolution as stated in the Charter.

## **II. AGREEMENTS**

### **A. Term**

1. Along with the Charter, this Agreement will govern the relationship between the District, Rocketship and the Charter School regarding the operation of Charter School and the relationship of the District, Rocketship and Charter School.
2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both District and Rocketship, ratified by the respective Boards, and must indicate intent to modify or amend this Agreement.
3. The duly authorized representative of Rocketship and the Charter School is Marie Issa Alvarado-Gil, MPA/HAS, Bay Area Regional Director, Rocketship Public Schools.
4. The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Rocketship/Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another employee of the District.
5. The term of this Agreement shall be coterminous with the operation of the Charter, including the current term and any renewal terms. This Agreement shall be effective upon the District Board's ratification of the Parties' respective signatures, and will remain in place until terminated in accordance with this Agreement.
6. This Agreement shall terminate automatically upon closure of Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law, and exhaustion of any nonjudicial, administrative remedies under Education Code section 47605 or 47607.
7. A material failure to meet and comply with the terms of the Agreement shall constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(c)(1)(A). The procedures outlined in Education Code section 47607(d) shall apply to violations of the material terms of this agreement.

### **B. State Funding under Local Control Funding Formula**

1. The Charter School will be funded in accordance with the Local Control Funding Formula ("LCFF"). Charter School will receive base funding and may receive supplemental and concentration grants.

Charter School will be responsible for providing the California Department of Education ("CDE") with all data required for funding and will comply with all laws and regulations as developed by the Legislature and State Board of Education ("SBE") to implement LCFF. All information provided by Charter School shall be truthful and accurate.

2. LCFF includes accountability requirements. Charter School was required to develop, adopt, and annually update a three-year Local Control and Accountability Plan ("LCAP"), beginning on July 1, 2015, using the SBE template approved for this purpose, with an annual update to be adopted each July 1 thereafter, in accordance with Education Code section 47606.5.
3. Charter School shall comply with the requirements of law in developing its LCAP including but not limited to:
  - a. Consultation with teachers, principals, administrators, other school personnel, parents and pupils;
  - b. Provide notice of the opportunity to submit written communication, consider stakeholder input, and approve in public meetings brought in conformity with the Brown Act;
  - c. Adopt LCAP concurrent with the Charter School's budget, submit to CDE and post on website.
4. Charter School shall comply with all accountability measures including the LCAP evaluation rubrics as may be revised by SBE from time to time, as well as the following:
  - a. SBE regulations including but not limited to all requirements "to increase and improve" services for targeted students.
  - b. Obtain parent and public input in developing, revising, and updating LCAPs.
  - c. Submit the LCAP to the District 1 week prior to submittal to county and/or state.
  - d. Cooperate and comply with all requirements if and/or when Charter School fails to show improvement as set forth in Education Code 47607.3.
  - e. Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
5. Lottery funds – Charter School will be funded directly from the State through the District for their share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.
6. Charter School may be eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's students for such funding.
7. Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651. Should the County of Contra Costa or other agency distribute such funds to the District rather than to the Charter School, District shall have no liability

whatsoever for failure of the Charter School to timely receive its funding. However, District will make best efforts to ensure Charter School receives such funding in a timely manner.

8. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Charter School and its students generate such entitlements. Additionally, Charter School may apply for private grants.
9. Grants written by and obtained by Charter School will come directly to Charter School and not go through the District or be subtracted from the resources, if any, the District would otherwise have allocated to Charter School.
10. If the District applies for additional sources of funding in the form of grants or similar funding at the request of and for the benefit of Charter School, which it may do in its sole discretion, the District will receive a percentage of the funds to be allocated to Charter School. The District will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. Funds shall be allocated to Charter School on a prorated basis based on the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.
11. Charter School shall cooperate fully with the District in any applications made by the District on behalf of the students of Charter School.
12. Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
13. District does not receive any funding from local property taxes; unless and until the District receives such revenue, it shall have no obligation to annually transfer to Charter School funding in lieu of property taxes in monthly installments on or before the fifteenth (15<sup>th</sup>) of each month pursuant to Education Code section 47635.
14. Charter School agrees that all loans or other financial commitments by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter School shall provide District with not less than 30 days' notice of its intent to incur debt of any kind, including debt incurred by Rocketship on behalf of, or for the benefit of Charter School. Such notice shall set forth the amount of debt, the lender, and the general terms of the agreement. Rocketship and Charter School shall ensure that all vendors, creditors, etc., are aware that the Charter School is independent of the District and the District has no responsibility for debts or obligations of the Charter School. (See Section II.C.2.).

15. Charter School agrees that all revenue obtained by Rocketship for Charter School shall only be used to provide educational services and support consistent with its Charter, shall only be used to provide educational services for the benefit of Rocketship Futuro Charter School, and shall not be used for purposes other than those consistent with the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.

C. Legal Relationship

1. The Parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the District. Rocketship shall maintain its status in good standing with the Internal Revenue Service, the State of California, and shall operate in compliance with its Bylaws and the Charter, and shall further ensure that the Charter School, to the extent it is a legal entity separate from Rocketship, operates in compliance with all applicable laws. Any failure to do so will be deemed a material violation of the Charter.
2. The Rocketship Governing Board and Chief Executive Officer shall be wholly and independently responsible for Charter School's operations and shall manage its operations efficiently and economically within the constraints of Charter School's Charter and its annual budget. The District shall not be liable for the debts or obligations of Rocketship and Charter School, for claims arising from the debts or obligations of Rocketship and Charter School or for claims arising from the performance of acts, errors, or omissions by Rocketship and Charter School, and Rocketship agrees to indemnify the District against any such claims as set forth in the Charter and this Section without regard to the extent the District has performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m), except those claims resulting from the grossly negligent, reckless or intentional acts or failures to act by District and/or District personnel. This indemnification shall survive termination of this Agreement.

Subject to the above, it is agreed that it is the parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with Rocketship and Charter School. Neither Rocketship nor the Charter School shall enter into a contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of the District.

Neither Rocketship nor Charter School shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Rocketship/Charter School shall clearly indicate in writing to vendors and other entities and individuals outside the District with which or with whom Rocketship/Charter School enters into an agreement or contract that the obligations of Rocketship/Charter School under such agreement or contract are solely the responsibility of Rocketship/Charter School and

are not the responsibility of the District.

Rocketship and Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Rocketship and Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Rocketship and Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District arising out of any grossly negligent, reckless or intentional acts of failures to act of the District and/or District Personnel or solely out of any acts or omissions of the District and/or District Personnel that are not otherwise related to or connected with Rocketship and Charter School and/or its Personnel. This indemnification clause shall survive termination of this Agreement.

3. Rocketship and Charter School will comply with all applicable state and federal laws, including, without limitation, the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), and applicable conflict of interest laws applicable to public entities generally, including without limitation, the Political Reform Act (Gov. Code, § 87100) and Government Code section 1090 et seq. The parties agree to abide by decisions of the California Court of Appeal, California Supreme Court, the California Attorney General and any other state administrative agency with jurisdiction to interpret and enforce conflict of interest laws, to the extent such bodies issue decisions on the application of conflict of interest laws to California charter schools. Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq. as amended by the No Child Left Behind Act of 2001 (hereinafter the law, state and federal regulations referred to herein as "NCLB"), to the extent still applicable, and the Every Student Succeeds Act (ESSA), and agrees to take appropriate remedial action if notified by the District, State of California, and/or Office of Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing.

4. Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or FEHA) received by the District about any aspect of the operation of Charter School or about Charter School shall be forwarded by the District to Charter School. District may request that Charter School inform the District of how such concerns or complaints are being addressed, and Charter School shall provide such information. Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Sections 4600 et seq. The District retains the authority to investigate any complaints received, in its sole discretion. This section does not apply to complaints regarding special education when the Charter School is operating as a school of the District for purposes of special education, which are covered in Section E and Exhibit A to the MOU, herein.

D. Oversight Relationship

1. Oversight Obligations: District oversight obligations include, but are not limited to, the following:
  - a. Monitoring the Charter School's academic performance, pupil outcomes, pupil growth by all subgroups, and efforts to pursue and meet pupil outcomes, including but not limited to the goals set forth in the Charter School's Local Control Accountability Plan.
  - b. Providing in writing to the Charter School no later than July 1 each year a Monitoring and Reporting Schedule. Additionally, at least thirty (30) days prior to any site visit, the District shall provide the Charter School with a written list of any required documentation and/or specified actions for the site visit.
  - c. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Rocketship, Charter School and the District.
  - d. Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:
    - Identifying at least one staff member as a contact person for the Charter School;
    - Visiting Charter School at least once per year;
    - Ensuring that Charter School submits the reports and documents identified in subsection (D)(1)(g) below;
    - Monitoring the fiscal condition of Charter School;
    - Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(e).

Charter School shall promptly respond to all reasonable



inquiries of the District, including, but not limited to, inquiries regarding its financial records.

- e. Any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.
- f. Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the District.
- g. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. Charter School shall maintain a minimum cash reserve in an amount as follows: 5% of year end expenditures of Charter School in Year 1, Year 2; Year 3 and hereafter.
- h. For purposes of fiscal oversight and monitoring by the District, the District requires Charter School to provide information and documentation related to its operations. Charter School shall provide all information and documentation in the form and at the times specified by the District. Whether included in the Report or not, Charter School shall provide the District with a copy of the following documents, data and reports, in the form and at the times specified.

(A) Student Data

Rocketship shall submit student enrollment projections to the District by June 1 of the preceding school year each year. Any additional student data information with respect to Charter School shall be provided to the District within three (3) business days of request by District personnel.

Rocketship shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. Rocketship shall provide copies of the P-1, P-2, and annual state attendance reports to the District prior to each report's deadline submission date. Copies of amended state attendance reports, if any, shall be provided to the District within 3 weeks of discovery of the need for making such an amendment. Rocketship shall be responsible for reporting all necessary information for the California Basic Education Data System (CBEDS) and the California Longitudinal Pupil Achievement Data System (CALPADS) to the CDE. Such reports must be generated using the Attendance Reporting software as applicable to charter schools. Rocketship shall ensure that coding of student information conforms to District student information system requirements.

Rocketship's student discipline policies shall be provided to the District annually, by September 1 of each year, and as updated; all updates shall be specifically identified for ease of reference and review. Rocketship or Charter School shall provide written notice to the District of each District resident student that leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons and any other involuntary disenrollment for any reason.

Rocketship or Charter School shall inform the District in writing within 10 days of any student that ceases attendance at the Charter School, the date the student was disenrolled, and the reason for disenrollment. Rocketship or Charter School shall provide notice to the District's Assistant Superintendent, Educational Services, or designee, by electronic mail.

(B) Personnel Data/Credential Data

Staffing data shall be available to the District on an annual basis and prior to commencement of each school year. Teacher credentials, clearances, and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Rocketship will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment. Rocketship will provide to the District written assurances of compliance with Education Code section 44237 at the commencement of each school year and not later than September 15.

Rocketship shall report employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing ("CTC") within 30 days pursuant to Education Code sections 44030.5. The District shall be provided a copy of such report concurrently with its submittal to CTC. Rocketship shall also report to the District any employment status changes for all other employees based upon allegations of misconduct within 30 days. Rocketship or Charter School shall provide notice to the District's Assistant Superintendent, Educational Services, or designee, by electronic mail.

(C) Budget/Financial Data

Budget Data:

A preliminary budget that has been approved by the Rocketship governing board shall be provided to the District on or before July 1 of each year. All key budget variables, including revenue, expenditure, debt, beginning and ending balance variables shall be defined, and the budget shall be accompanied by summary certificated and classified employee salary data, and health

benefit plans and policies as supporting documents.

Copies of budget revisions shall be provided to the District within two weeks of revision, upon approval by Charter School Governing Board.

A copy of any revisions to Charter School budget guidelines, policies, and internal controls shall be provided to the District within four weeks of adoption of revisions, followed by annual updates. Updates shall be specifically noted for ease of reference and review.

Cash Flow Data/Long-term Debt:

District shall be notified in advance of Rocketship Governing Board action to incur short term debt for cash flow purposes or long term debt beyond five years on behalf of, or for the benefit of, Charter School. Financing documents shall be made available for District review.

Financial Data

Bank account reconciliations for Charter School will be the responsibility of Rocketship.

Rocketship shall submit reports to District in accordance with Education Code Section 47604.33 as follows:

Preliminary budget on or before July 1  
Annual LCAP update on or before July 1  
First interim financial report on or before December 15  
Second interim financial report on or before March 15  
Final unaudited report for the full prior year on or before September 15

The First Interim Financial Report shall reflect changes through October 31; the Second Interim Financial Report shall reflect changes through January 31.

In accordance with Education Code section 47604.33(b), because the District must use the financial information it obtains from Rocketship's financial reports to assess the fiscal condition of the Charter School, Rocketship shall submit to District draft reports two (2) weeks in advance of the dates indicated above, and the First Interim Report, Second Interim Financial Report, and Final Unaudited Report one (1) weeks in advance of such dates, to enable District to have adequate time to review and comment before the final deadline, if necessary.

Financial Audit:

Rocketship shall provide a copy of Charter School's Audited Financial Report to the District, the Contra Costa County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each

year. Rocketship's Finance Director will review any audit exceptions or deficiencies and report to the Rocketship Governing Board with recommendations on how to resolve them. Rocketship will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the process described in the Charter.

Charter School shall, upon request by the District, present a report to the District's Board of Trustees on its fiscal solvency. This presentation shall be made at an agenda meeting of the Board of Trustees and the report shall include review of the Charter School's ADA, revenue, expenditures, debt, audit findings, and compliance with revenue based programs and grants such as the National School Lunch Program and the Public Charter Schools Grant Program.

(D) Governance Data/Meeting Information

Copies of meeting agendas for meetings of the Rocketship Governing Board shall be posted at the Charter School facility and on its website at the time they are distributed to the public pursuant to the Brown Act. Minutes shall be approved at the subsequent meeting of the Rocketship Governing Board and copies of meeting minutes shall be available at the Charter School facility within 5 days after their approval. Rocketship shall provide the District with notice of all meetings. Copies of approved minutes will be maintained by Rocketship and Charter School and made available on the Rocketship or Charter School website within 5 days of approval.

Rocketship shall establish an annual calendar listing the dates of its regular meetings and identify the locations of those meetings so that members of the public are able to attend the meeting in person, if desired, which will be held in compliance with the Brown Act, and in compliance with the location requirements set forth in Education Code section 47604.1. Regardless of specific location, Rocketship will ensure that all meetings are accessible to the public and may be attended in person if desired; in addition, for every meeting, Rocketship will ensure that an accessible videoconference location is available within the boundaries of the District for every meeting. Notice of the videoconference location shall be included on all meeting agendas, and each videoconference location shall allow for public comment from the videoconference location. In addition, agendas for meetings that pertain to Rocketship schools located outside of California shall be available for review by the public on Rocketship's website.

Rocketship shall annually (on or before July 1 of each year) send to the District a list of its directors and officers, including

addresses and phone numbers. The Charter School shall notify the District within 30 days of any change in the composition of these directors and/or officers.

(E) Personnel Policies

A copy of any updates to Rocketship personnel and payroll policies shall be provided upon commencement of the first school year and annually thereafter by the District's annual visit to the Charter School.

(F) Risk Management Data

Rocketship and Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by Rocketship to the District annually no later than July 1<sup>st</sup>. The District shall be named as an additional insured. Should insurance expire or lapse for any reason, the Charter School shall immediately inform District, and Charter School shall not operate unless and until full coverage as set forth in Section II H is reinstated. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

A copy of the Rocketship or Charter School Health and Safety Plan will be maintained by the Charter School and shall be provided (including updates) to the District no later than July 1 in pdf format to the District's Assistant Superintendent, Educational Services, or designee, by electronic mail.

(G) Programmatic/Performance Audit

The Charter School shall prepare an annual performance review and present the review to the District Board of Trustees at a public meeting of the Board on or about March 1 each year, the specific date to be mutually agreed between District and Charter School. The performance review report shall include all information necessary to demonstrate that Charter School is meeting the applicable accountability standards and legal requirements as defined by the State of California, the Charter, and this MOU, and operating in a legally compliant and fiscally responsible manner for the then current school year. The performance review report shall also include, among other things: a discussion of the educational program being delivered at the Charter School; an analysis of whether student performance is meeting the goals specified in the Charter using data displayed on a school-wide basis and disaggregated by racial and ethnic categories, socio-economic status, English learner status, and/or disability; an overview of Charter School's admissions practices during the year and data

regarding the numbers of students enrolled and the number on waiting lists; student data regarding student discipline, expulsion and any disenrollment including the basis for any disenrollment; analysis of the effectiveness of Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints; as well as any updates on the Charter School's operations.

(H) Instructional Materials

A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the District within two business days of receipt of a written request from the District. Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the District.

2. Oversight Fees: Charter School shall pay the District one percent (1%) of Charter School revenues to cover the actual cost of oversight, unless the District provides substantially rent free facilities, in which case the oversight fee shall not exceed three percent (3%) of the Charter School's revenue. The District reserves the right to charge a pro rata share for facilities, in its discretion. "Charter School revenue" means the funding as set forth in Education Code section 47613(f) or as modified by the Legislature. The District will invoice the Charter School for this amount at the end of each fiscal year.
3. Administrative Services: Rocketship has the obligation to provide all administrative services necessary to operate Charter School. Charter School may provide these services directly or may contract with a third party to provide services, including the District. If Rocketship or Charter School purchases services from a third party other than the District it shall ensure that the District is able to access all information regarding Charter School maintained by the third party service provider. Should Charter School desire to purchase administrative or business services from the District, Charter School shall request administrative services in writing. If the Charter School requests administrative services from the District in writing, the Parties shall execute an administrative services contract delineating their agreement. Any such contract is incorporated by reference herein and shall govern the Parties' entire relationship with respect to the District's provision of administrative services.
4. Technical Assistance/Failure to Improve Academic Outcomes: Rocketship acknowledges that if it shall receive technical assistance from the County Superintendent of Schools if it meets any of the requirements under Education Code section 47607.3(a), or from the California Collaborative for Educational Excellence if it meets any of the requirements under Education Code section 47607.3(c).

E. Special Education and Student Issues

Charter School is its own Local Educational Agency ("LEA") and a member of a Special Education Local Plan Area ("SELPA") for purposes of special education. As an LEA, Charter School shall be solely responsible for all financial and programmatic aspects of compliance with State and Federal special education laws, including but not limited to the Individuals with Disabilities in Education Act, 20 U.S.C. section 1400 et seq., as amended (hereafter "I.D.E.A."), Education Code Sections 56000 et seq., and their respective implementing regulations, subject to the oversight of its authorizing agency. Charter School, and not the District, shall assume all financial, legal, operational, and programmatic responsibility for providing special education services in compliance with the law.

1. It is understood that all children will have access to Charter School, and no student shall be denied admission due to disability.
2. Charter School shall comply with SELPA policies, procedures and other requirements. Charter School shall obtain from the SELPA and use all Policies, Procedures and Forms regarding special education, and update the Policies, Procedures and Forms as needed. Charter School administrative staff will attend SELPA administrative training, and, at least annually, Charter School shall review pertinent information with all Charter School staff at a staff meeting. Charter School shall maintain copies of sign in sheets from staff meetings where SELPA policies, procedures and forms are reviewed, and shall provide the District Director of Student Services upon request under Education Code section 47604.3.
3. Charter School agrees to implement a Student Study Team Process (SST), a regular education function, to monitor and guide referrals for Special Education services. Charter School agrees that the SST and any interventions prior to referrals for Special Education services shall be the sole responsibility of Charter School.
4. Charter School shall assume exclusive responsibility for the provision of services (including but not limited to identification, evaluation, Individualized Education Program (IEP), development and modification, and educational services) Charter School will be responsible for providing said staff and programming.
5. Identification and Referral. Charter School shall assume responsibility for identifying and referring students who have or may have exceptional needs that qualify them to receive Special Education services. Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with federal California law, and SELPA policy. Charter School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs and other Special Education information on any student enrolling from a non-District school.

6. The District will ensure that Charter School is provided with notification and relevant files of all students transferring to Charter School from a District school, who have an existing IEP. If required, the signed permission of the parent/guardian shall be obtained prior to release of student records and files.
7. Charter School shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments, in accordance with the SELPA policies, procedures and applicable law.
8. Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the SELPA policies, procedures and applicable law. Charter School shall be responsible for having a designated Charter School administrator and Charter School general education teacher(s) who is/are knowledgeable about the student's regular education program at Charter School in attendance at all IEP meetings.
9. Decisions regarding eligibility, goals/objectives, program, placement and exit from Special Education shall be the decision of the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of Charter School. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and state and federal law.
10. Charter School acknowledges that under the I.D.E.A., a child shall not be determined to be a child with a disability eligible for Special Education if the determinant factor for such determination is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the I.D.E.A.; (b) lack of instruction in math; or (c) limited English proficiency.
11. Complaints: Charter School shall address/respond/investigate all complaints received under the Uniform Complaint Procedure involving Special Education, and shall provide copies of all complaints, responses, and related documentation to the District Director of Student Services upon request under Education Code section 47604.3.
12. Due Process Hearings: Charter School may initiate a due process hearing on behalf of a student enrolled in Charter School as Charter School determines is legally necessary to meet responsibilities under federal and state law. Charter School shall prepare, file and prosecute the case. Charter School shall be responsible for the selection and costs of its legal counsel.

F. Student Application/Registration/Records/Withdrawal

1. Charter School shall adopt Student Registration forms that include questions about whether the student is currently receiving or has ever received any type of special services (e.g. special education, IEP, Section 504 plan, accommodation



plan), or has been expelled from a school district. Charter School shall use a Records Request form to request pupil records from the prior school of attendance for all students who indicate an intention to enroll in Charter School.

2. Student Withdrawal from Charter School. If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 10 days, and shall, upon request, provide that school district a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.
3. No student may be involuntarily disenrolled or dismissed from the Charter School without compliance with the Charter School Suspension/Expulsion policy and 47605(b)(5)(J)(i)-(iii).

G. Insurance

Charter School will obtain its own insurance coverage to cover the operations of Charter School and shall supply the District certificates of insurance, with proof of insurance of at least the types and amounts recommended by the District's insurer based upon the standard coverage for a school of similar size and location, as initially outlined below, which may change annually based on, among other factors, size and location of Charter School subject to District agreement to such change. It is understood that the Charter School is a separate entity from the District and the Charter School is afforded no coverage under any District policy. The District shall be an additional insured on all Charter School policies, and Charter School insurance is to be primary and any insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Charter School's insurance and shall not contribute to such coverage(s).

1. The Charter School, at its expense, shall procure and maintain throughout the term of this Agreement General Liability insurance with a minimum per occurrence limit of \$10,000,000 and the deductible/self-insurance retention shall not exceed \$10,000. Such minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Insurance shall include coverage for claims against the Charter School, its elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of the Charter School) arising out of errors and omissions, abuse and molestation, and employment practices liability. The policy or policies shall name as additional insured/additional covered party, by way of separate endorsement, the District, its elected or appointed officials, employees, agents and volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by the Charter School under this Agreement or the Charter School's use of the Premises, and that any

insurance procured by the District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted.

2. Charter School shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$10,000,000 for any injuries to persons (including death therefrom) and property damage in connection with the Charter School's activities under this Agreement. Charter School is to procure and maintain, for the duration of this Agreement, Workers' Compensation insurance against claims for injuries to the Charter School's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.
3. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than One Million Dollars (\$1,000,000) each occurrence.
4. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following termination or revocation of the Charter or extend the period for reporting claims for three years following the termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
5. District is not responsible for real or personal property losses suffered by the Charter School, its elected or appointed officials, employees, agents, volunteers or students. Charter School shall be solely responsible for obtaining adequate property insurance for Charter School's personal property, building improvements and any real property/buildings owned by the Charter School.
6. The Charter School must have adopted a resolution with administrative rules and regulations in regards to risk management and safety.
7. The Charter School must adhere to established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by the carrier or its representative in the investigation and defense of a claim.
8. The Charter School must follow established guidelines in regards to obtaining appropriate certificates of insurance, additional insured endorsements and hold harmless and indemnification agreements.
9. Charter School agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making use of the Facilities accessible to members of the community. As a minimum, the Charter School shall, in its discretion, require that all users provide a certificate of insurance with acceptable liability limits,

- depending upon the nature of the activity, and a written agreement by the user group to defend, indemnify and hold harmless the Charter School and the District as the oversight agent from any and all losses which may occur, however caused, as a result of the user group's use of the facility.
10. The District shall retain the ability to conduct inspections of its facilities and equipment pursuant to established risk management guidelines. Defective or dangerous conditions discovered through these inspections must be promptly corrected at its own expense. The Charter School is required to complete safety inspections three times per school year. These inspections must be maintained in a log book. Bi-annual inspection by a certified third party must be performed at least biannually. The Charter School shall keep written records of these inspections on file for at least one year after the date of the inspection.
  11. Charter School shall comply with provision with Education Code section 49475 with respect to concussion protocols for its athletic programs. Charter school shall provide a Concussion and Head Injury Information Sheet ("Form") to any student athlete on a yearly basis and the athlete shall not commence practice or competition until the Form is signed and returned by the athlete and the athlete's parent or guardian.
  12. The Charter School shall obtain parent or legal guardian permission for all voluntary field trips, excursions or on-campus extracurricular activities. An Assumption of Risk Form shall be signed by all parents/legal guardians and release shall include acknowledgment that such trips, excursions or extracurricular activities are not affiliated with the District. Student participants twelve years of age or older shall also sign the Assumption of the Risk Form.
  13. Charter School employees and parent volunteers must provide proof of automobile liability insurance coverage and a valid driver's license prior to driving on Charter School business or activities. Drivers must be at least 21 years old. Only participants in the activity shall ride in the vehicle while it is being driven on school business.
  14. The Charter School shall not allow employees or the public to use school's power tools or equipment for their personal business. Any equipment which is loaned to employees or students shall have a loan form completed by the borrower and the parent/legal guardian, if appropriate, and shall only be loaned if there is a school purpose involved and only upon approval of the site administrator or designee.
  15. All extracurricular athletic activities or student body groups involving off-campus activities shall require an assumption of risk form to be signed by the participant and parent/legal guardian. Such forms and release shall include acknowledgment that such trips, excursions or

- extracurricular activities are not affiliated with the District
16. The Charter School shall follow established guidelines applicable to charter schools and consistent with the Charter School's charter, employment agreements, and personnel policies in regards to termination of employees, handling sexual harassment complaints and conducting business in a nondiscriminatory manner and must comply with applicable local, state and federal laws and regulations.
  17. If Charter School decides to use the services of independent contractors rather than hiring employees, the Charter School shall be responsible for properly risk managing those activities. The Charter School shall also assume all responsibility for any taxes and penalties, which may be assessed by the Internal Revenue Service.
  18. The Charter School shall agree to provide appropriate safety training to students in classes involving the handling of hazardous materials. Such training shall include, as a minimum, students' understanding of a material safety data sheet and how to interpret it, and instruction on the proper handling of the hazardous materials in the classroom to avoid exposures.
  19. The Charter School shall provide safety instruction and written tests prior to student use of any power tools and equipment in the industrial arts class and shall retain the written test for one year after the student has left the school.
  20. The Charter School shall follow safety guidelines mandated in their insurance policy agreement.
  21. Fidelity Bond coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School funds, supplies, equipment and/or other assets. Minimum amount of coverage shall be \$150,000 per occurrence, with no self-insured retention. The bond/policy deductible shall not exceed \$5,000.

I. Human Resources Management

1. All staff working at the Charter School are employees of Charter School. Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. Nothing in this section shall restrict Charter School's ability to hire temporary employees or independent contractors as necessary, in compliance with applicable law.
2. Charter School will be considered the public school employer pursuant to the Educational Employment Relations Act.
3. Charter School agrees to comply with applicable federal statutory and regulatory requirements for teachers and paraprofessionals.
4. Charter School shall be responsible for ensuring compliance with all

applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students that has not received full clearance.

J. Transportation

All responsibility for transportation services, if offered, will be provided by Charter School, including transportation for field trips.

K. Nutritional Services

Absent a separate written agreement to the contrary, Charter School will be responsible for providing its own food services. Charter School shall provide nutritious lunches and snacks to children at reasonable prices in conformity with the National School Lunch Program. The program must be open to all enrolled children. Free or reduced price meals and snacks must be provided to those children who qualify for such benefits. Charter School shall fully comply with all state and federal laws governing free and reduced price lunch/meals.

L. Educational Program

1. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, ESSA, IDEA, state law on the education of students with disabilities, and Section 504, Charter School is autonomous for the purposes of, among other things, deciding Charter School's educational program with the understanding that the educational program shall comply with the Charter.
2. Charter School's calendar shall be submitted annually on or before July 1 to the District for review and verification of compliance with instructional day and minutes requirements. Updates to the calendar shall be provided to the District within 10 days of any changes.
3. It is understood that Charter School shall meet or pursue the adequate applicable accountability provisions under state and federal law.
4. Rocketship will not "opt-in" to participate in the *Williams* Settlement.

M. Facilities. Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Charter School shall conduct fire drills regularly and shall maintain records of such drills. Charter School must be located within the District's boundaries and may not establish more than one site or facility without seeking material revision of its Charter document from the

District's Board. No major construction may be initiated at any facility by the Charter School.

Whenever the Charter School is utilizing District facilities, Charter School understands and acknowledges that a separate facilities use agreement is required. If the parties have a facilities use agreement in place, that shall govern over this paragraph.

- N. Renewal. The parties recognize that Charter School will be required to meet the requirements of law as a condition for renewal. If Charter School intends to apply for a renewal of its charter, it must submit its petition no later than October 1 prior to the end of its current term, unless parties mutually agree in writing to an alternate deadline. The petition must satisfy all legal criteria and evidence that the Charter has operated in full compliance with the law, the Charter and the MOU in order to be renewed.
- O. Response to Requests. Pursuant to Education Code section 47604.3, Charter School shall respond promptly to all reasonable written requests of the District. As a nonprofit public benefit corporation operating publicly funded charter schools, Rocketship agrees that its records shall be open to public inspection pursuant to the terms of the California Public Records Act.
- P. Designees. Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or electronic transmission, addressed as follows:
- |                     |   |
|---------------------|---|
| If to the District: | Adam Clark, Ed.D., Superintendent<br>Mt. Diablo Unified School District   |
| If to Charter:      | Marie Issa Alvarado-Gil, MPA/HSA<br>Bay Area Regional Director<br>Rocketship Public Schools<br>2815 Mitchell Drive, Suite 103<br>Walnut Creek, California 94598 |
- Q. Legal Counsel. Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs.
- R. Enrollment of Expelled Students. Neither Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion except as may be required by federal or state law. Charter School may not disenroll or otherwise dismiss a student from the Charter School without compliance with the expulsion procedures set forth in the Charter as approved by the District Board of Trustees, and the requirements of Education Code section 47605(5)(h)(J)(i)-(iii).
- S. Provision of Documents. With both parties understanding that some state,

federal and county documents directed toward Charter School may be mailed to the District, the District agrees to pass on such documents and forms to Charter School in a timely manner, so it may complete its legal obligations. Charter School has full responsibility for the forms and documents it receives directly and those which it must access on the internet on its own.

- T. Non-Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter School with any other nonprofit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable provisions of the Education Code.
- U. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- V. Reimbursement of Mandated Costs. Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.

This represents the full and final agreement between Charter School and the District and shall only be modified in writing by the mutual agreement of the parties.

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

Adam Clark, Ed.D.,  
Superintendent  
Mt. Diablo Unified School  
District

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

Marie Issa Alvarado-Gil  
Bay Area Regional Director  
Rocketship Public Schools

# EXHIBIT F





**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, CA 94519-1397  
Phone (925) 682-8000

Adam Clark, Ed.D.  
Superintendent

September 4, 2020

**VIA ELECTRONIC MAIL:** [mgil@rsed.org](mailto:mgil@rsed.org)  
Marie Alvarado-Gil  
Regional Director, Rocketship Public Schools  
2815 Mitchell Dr., #103  
Walnut Creek, CA 94598

Re: Mt. Diablo Unified School District  
Rocketship Futuro  
Request for Corrective Action under Education Code section 47607(e)

Dear Ms. Gil:

The Mt. Diablo Unified School District sends this Request for Corrective Action under Education Code section 47607(e) in connection with the requested renewal of the Rocketship Futuro Charter School ("Charter School").

The Charter School is currently delinquent in the sum of \$246,083.41 in its pro-rata share of facilities fees under Education Code section 47614 for 2017-2018, 2018-2019 and 2019-2020. Moreover, the Charter School continues to refuse to pay its full pro-rata share, despite numerous written demands from the District, dated July 12, 2019, September 10, 2019, May 11, 2020, June 20, 2020, and July 8, 2020. The Charter School refused to pay more than a minimal 15% payment on its pro-rata share for 2017-2018, 2018-2019 and 2019-2020, without explanation, except for two larger installments.

The District demands payment of the remaining \$246,083.41 no later than thirty (30) days of the date of this letter. The Charter School's failure to do so may be considered a failure to take corrective action under Education Code section 47607(e).

Sincerely,

  
Dr. Adam Clark, Superintendent  
Mt. Diablo Unified School District

# EXHIBIT G

Via Electronic Mail

[superintendentsoffice@mdusd.org](mailto:superintendentsoffice@mdusd.org)

October 2, 2020

Dr. Adam Clark, Superintendent  
Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519-1358

Re: ***Rocketship Futuro Academy Charter School  
Request for Corrective Action under Cal. Ed. Code 47607(e)***

Dear Dr. Clark,

On behalf of Rocketship Education d/b/a Rocketship Public Schools and Rocketship Futuro ("Rocketship"), this letter serves as a response to Mount Diablo Unified School District's (the "District") Request for Corrective Action under Cal. Ed. Code 47607(e), made on September 4, 2020. This Request for Corrective Action was related to payment of the outstanding pro-rata share payments due for the 2017-2018, 2018-2019 and 2019-2020 school years.

Since Rocketship and the District have reached agreement on the payment of the outstanding amount of pro-rata share facility payments (per your email correspondence on September 22, 2020) Rocketship is not taking any further corrective action on this matter. Rocketship anticipates paying the agreed upon sum of \$123,041.70 upon execution of the facility long term agreement.

Thank you and please let me know if you have any outstanding concerns. We look forward to finalizing the long term agreement.

Sincerely,



Marie Issa Alvarado- Gil  
Regional Director, Rocketship Public Schools

CC: Maya Sethi, General Counsel  
Keysha Bailey, Chief Financial Officer  
Sarah Kollman, Legal Counsel  
John Yeh, District Counsel