

CHARTER SCHOOL AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD

AND

ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL

MR
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CHARTER SCHOOL AGREEMENT

This CHARTER SCHOOL AGREEMENT (this "**Agreement**") is effective as of July 1, 2016 and entered into by and between the DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD ("**PCSB**") and ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL, a District of Columbia nonprofit corporation (the "**School Corporation**").

RECITALS

WHEREAS, pursuant to the Congressionally-enacted District of Columbia School Reform Act of 1995, as amended (as now and hereafter in effect, or any successor statute, the "**Act**"), PCSB has authority to charter, monitor, oversee, and amend, renew and/or revoke charters of School Corporations in a manner consistent with the letter and intent of the Act;

WHEREAS, pursuant to §38-1802.03 of the Act, PCSB has the authority to approve petitions to establish public charter schools in the District of Columbia;

WHEREAS, the School Corporation submitted a petition in accordance with §38-1802.02 of the Act to establish a public charter school (the "**Petition**");

WHEREAS, PCSB has determined (i) that the Petition satisfies the requirements set forth in Subchapter II of the Act; and (ii) approved the Petition subject to the execution of this Agreement by PCSB and the School Corporation;

WHEREAS, §38-1802.04(c)(3)(A) of the Act gives broad decision-making authority over school operations to the board of trustees of the School Corporation ("**Board of Trustees**"), including exclusive control over administration, expenditures, personnel, and instruction methods; and

WHEREAS, PCSB and the School Corporation seek to foster a cooperative and responsive relationship;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the parties agree as follows:

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Charter. The School Corporation shall establish a public charter school, with up to eight campuses (the "**School**"), in the District of Columbia and shall operate such School in accordance with this Agreement, the Act, and other applicable federal and District of Columbia laws. This Agreement shall constitute the School Corporation's charter (the "**Charter**") and shall be binding on the School Corporation, the School, and PCSB. (A "Campus" has a distinct grade-span, such as early childhood, elementary, middle, or high school, or a combination of the above. Accordingly, a multi-campus school may operate multiple campuses that each offers the same grade span in different facilities or operate different but distinct grade spans, whether in the same or different facilities.)

A. Pursuant to § 38-1802.03(h)(2) of the Act, the following sections of the Petition are specifically included as part of the School's Charter and attached hereto:

- (i) The School's statement regarding the mission and goals of the School and the manner in which the school will conduct any district-wide assessments [Sections 2.1 and 2.3 below];
- (ii) Proposed Rules and Policies for Governance and Operation of School Corporation [Attachment A];
- (iii) Articles of Incorporation and Bylaws [Attachment B];
- (iv) Procedures to Ensure Health and Safety of Students and Employees [Attachment C];
- (v) Assurance to Seek, Obtain, and Maintain Accreditation [Attachment D]; and
- (vi) Relationship Between School and Employees [Attachment E].

The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to these provisions in this Section 1.1(B) of the Agreement, except that a School Corporation shall not be required to provide PCSB a petition for a charter revision for any proposed changes to its Articles of Incorporation or Bylaws or changes in its accrediting body.

1.2 Effective Date and Term. The Charter shall commence on the effective date of this Agreement and shall continue for a term of fifteen years unless renewed, revoked, or terminated in accordance with Sections §§38-1802.12 and 1802.13 of the Act and Section 9 below of this Agreement, provided that the School Corporation submit to PCSB any and all agreements relating to management services and licensing that it has or intends to enter into on or before March 1, 2015.

SECTION 2. EDUCATIONAL PROGRAM

2.1 Mission Statement. The School Corporation shall operate the School in accordance with its mission statement: Rocketship Education D.C. will eliminate the achievement gap by graduating our students at or above grade level in Language Arts and Math.

A. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the School's mission.

2.2 Age-Grade. Pursuant to §38-1802.04(c)(14) of the Act, in its first Academic Year, the School shall provide instruction to students in ages/grades Kindergarten through Fifth Grade, or subsets of these ages/grades. In each of the succeeding four (4) Academic Years, the School may provide instruction to students in accordance with Schedule I. "Academic Year" shall mean the fiscal year of the School Corporation ending on June 30 of each calendar year.

A. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act in order to instruct students in any other age/grade.

2.3 Goals and Academic Achievement Expectations. The School Corporation has selected as its goals and academic achievement expectations for its kindergarten through second grade programming the indicators included in the early childhood Performance Management Framework, and has selected for its third through fifth grades the indicators in the Elementary and Middle School Performance Management Framework (each, a “PMF” and collectively, the “PMFs”).

(i) Accordingly, changes to any PMF implemented by PCSB after a public hearing and notice period for public comments, including changes in state assessments, performance indicators, floors, targets, formulas, and weights will automatically become part of the measurement of the school’s academic achievement expectations. However, if changes other than those listed above are made to any PMF that the School Corporation elects not to accept, the School Corporation shall provide PCSB a petition for a charter revision pursuant to § 38-1802.04(c)(10).

(ii) If, at any time during the duration of the Charter Agreement, the School Corporation operates two or more campuses under the Charter, each campus will be evaluated both individually by PCSB and collectively across all campuses in the Charter using the measurement of academic achievement expectations and goals outlined in this Section.

B. Standard for charter review and renewal.

(i) For each school year, starting in the 2013-14 school year, and until PCSB determines the performance standards for the Early Childhood PMF tiers, each measure within the Early Childhood PMF will be considered an individual charter goal. The School Corporation will be considered to have met each goal if it meets or exceeds the threshold for each individual measure, as detailed in the table below.

Domain	Early Childhood Goals
Kindergarten – Grade 2 Literacy	60% of kindergarten-second grade students will either (1) meet or exceed the college readiness target (K: 149-Read; 1st: 166-Read; 2nd : 179-Read) OR (2) meet or exceed typical growth on the reading portion of the NWEA MAP assessment, as designated by the publisher.
Kindergarten – Grade 2 Math	60% of kindergarten-second grade students will either (1) meet or exceed the college readiness target (K: 149-Math; 1st: 164-Math; 2nd: 177-Math) OR (2) meet or exceed typical growth on the reading portion of the NWEA MAP assessment, as designated by the publisher.

After PCSB establishes EC PMF tiers, for purposes of reviews and renewals, the school will be considered to have met its goals and academic expectations if it meets performance standards to be set by the PCSB Board.

(ii) **Elementary/Middle School Goals and Expectations.** The school's elementary/middle school program (third through fifth grade) will be deemed to have met its goals and academic expectations if:

- At its fifth--year charter review, the School Corporation earns at least 40% of the possible PMF points in at least two of the most recent three years in operation.
- At its tenth-year charter review, the School Corporation earns at least 50% of the possible PMF points in two of the most recent three years and not under 45% in any of the past five.
- At its charter renewal, the School Corporation earns at least 55% of the possible PMF points in two of the previous three years and not under 45% for any of the past five years.

C. If any of the above targets are not met, PCSB may, at its discretion, determine the campus to have met its goals and academic achievement expectations if it has demonstrated consistent improvement over the course of the most recent five-year period. The School Corporation shall conduct district-wide assessments for its students and shall report the scores to PCSB in a timely manner, if PCSB does not receive them directly from OSSE.

D. The School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any proposed changes to the School's academic achievement expectations and/or goals outlined in this Section 2.3 that substantially amend the performance goals, objectives, performance indicators, measures, or other bases against which the School will be evaluated by PCSB, or the manner in which the School will conduct district-wide assessments, no later than April 1 prior to the Academic Year in which the proposed changes will be implemented.

2.4 Curriculum. The School Corporation shall have exclusive control over its instructional methods, consistent with §38-1802.04(c)(3)(a) of the Act, but the School Corporation shall provide PCSB a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act for any material change in the curriculum that results in a material change in the School's mission or goals no later than April 1 prior to the Academic Year in which the modified curriculum will take effect. The School Corporation shall provide PCSB with any materials requested by PCSB in connection with the petition for charter revision. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

2.5 Students with Disabilities. The School Corporation shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et. seq.*), the Americans with Disabilities Act of

1990 (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), and any other federal requirements concerning the education of students with disabilities.

A. Pursuant to § 38-1802.10(c) of the Act, the School Corporation shall elect to be treated as a local educational agency ("LEA") or a District of Columbia Public School for the purpose of providing services to students with disabilities. The School Corporation has elected to be treated as an LEA. In the event that the School Corporation decides to change its LEA status, it shall notify PCSB of its election in writing at least thirty days prior to the first day of the Academic Year.

SECTION 3. ADMINISTRATION AND OPERATION

3.1 Location. The School's first campus shall be located at 2335 Raynolds Place SE, Washington, D.C. 20020 (the "School Property"). PCSB reserves the right to delay or prohibit the School's opening until the School Corporation has satisfied each of the pre-opening items listed in Attachment F at least one month prior to the first day of the School's first Academic Year. A copy of the information submitted to PCSB pursuant to Attachment F shall be kept on file at the School.

A. In its first Academic Year of operation, the School Corporation shall operate one campus and is permitted to open a second campus the year after its first Academic Year. Thereafter, beginning at the second anniversary of the first campus opening, the School Corporation shall be authorized to open and operate one additional campus at a different location for grades kindergarten through fifth per year, up to a maximum authorization of eight campuses, provided that in each year such increments are authorized, the School Corporation is meeting the following conditions:

- (i) All previously authorized campuses have opened;
- (ii) All operating DC campuses that have elementary school programs earn at least a 65%, or its equivalent, on the Elementary PMF on the Performance Management Framework (PMF) for the most recent year of reporting;
- (iii) All operating DC campuses have early learning programs that are the equivalent of Tier 1 status on the forthcoming Early Childhood PMF for the most recent year of reporting; and
- (iv) There have been no material violations of the law and neither the school nor any of its campuses are under charter warning status by PCSB.

B. The School Corporation shall submit to PCSB for its approval the proposed location of additional campuses by April 1 prior to the Academic Year in which the additional campus will open. PCSB shall approve or deny the proposed location within 90 days of the School Corporation's submitted proposal. PCSB reserves the right to delay or prohibit the School's opening of each additional campus until the School Corporation has satisfied each of the pre-opening items listed in Attachment F at least one month prior to the first day of school at the additional facility.

C. If the School Corporation wishes to make changes to the provisions of Section 3.1(B), above, it may submit a petition for charter revision pursuant to §38-1802.04(c)(10) of the Act. Such an amendment shall include the distinct campus location(s), age and/or grade levels to be served, enrollment ceilings, and curriculum if different from that approved by PCSB in the Petition. PCSB shall approve or deny the request within 90 days of the date of its submission.

D. The School's first campus shall not operate at a location(s) other than the School Property or other locations listed in 3.1A unless the School Corporation provides a written request for approval to PCSB at least three months prior to its intended relocation. PCSB reserves the right to delay or prohibit the School's opening at any new property until the School Corporation has satisfied the pre-opening requirements listed in Attachment F at least one month prior to the first day of the School's operation at the new School Property. Nothing in this Section 3.1 shall require the School to seek approval for a change of mailing address provided that the physical location of the School Property remains the same.

3.2 Enrollment. Enrollment in the School shall be open to all students of ages or in grades as set forth in Section 2.2 above who are residents of the District of Columbia. Students who are not residents of the District of Columbia may be enrolled at the School to the extent permitted by §38-1802.06 of the Act. The School Corporation shall determine whether each student resides in the District of Columbia according to guidelines established by the D.C. Office of the State Superintendent of Education ("OSSE").

A. If eligible applicants for enrollment at the School for any Academic Year exceed the number of spaces available at the School for such Academic Year, the School Corporation shall select students pursuant to the random selection process in Attachment G and in accordance with the requirements of the Act. The random selection process shall include an annual deadline for enrollment applications that is fair and set in advance of the deadline; and a process for selecting students for each Academic Year if applications submitted by the deadline exceed available spaces, and if spaces become available after the beginning of the Academic Year. The School Corporation has submitted a description of its current random selection process to PCSB (see Attachment G) and shall provide notice to PCSB if there are material changes made to the current random selection process. The School Corporation shall provide PCSB with a written notice of any material change to the random selection process at least thirty days prior to the date of the proposed implementation and may consider any comments of PCSB staff, and its agents in connection with the proposed changes.

B. The School shall maintain an enrollment of no more than 650 students in the first Academic Year and no more than 5200 students, across eight campuses, in subsequent Academic Years substantially in accordance with Schedule I. The School Corporation shall provide PCSB a written request for approval for an increase in the maximum enrollment of the School no later than three (3) months before the requested change date with evidence that the School Property has sufficient capacity to accommodate the increased enrollment, and the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase; a revised Schedule I; and such other items as PCSB may request.

3.3 Disciplinary Policies. The School Corporation shall implement the student disciplinary policies and procedures, including policies and procedures for the suspension and

expulsion of students, and shall provide a copy of those policies and procedures to students and parents within the first ten (10) days of the beginning of the school year, and provide a copy to PCSB as part of the annual compliance reporting. Such policies and procedures shall be age/grade level appropriate and consistent with applicable law including, but not limited to, requirements for provision of alternative instruction, and federal laws and regulations governing the discipline and placement of students with disabilities. The School Corporation agrees to provide PCSB with 60 days written notice prior to the adoption of any material change to its Discipline Policies. A copy of the School Corporation's current Discipline Policies (See Attachment H) has been submitted to PCSB.

A. Pursuant to PCSB's Attendance and Discipline Data Policy, the School Corporation shall track suspensions and expulsions on a monthly basis using the data management reporting software identified by PCSB. If the School Corporation operates two or more campuses, the School Corporation shall maintain, track, and report discipline data for each campus separately.

B. The School Corporation shall report any student expulsions or suspensions to PCSB in accordance with PCSB's stated policies and will maintain records of all expulsions and suspensions by the School. If the School Corporation operates two or more campuses, the School Corporation shall report the data for each campus separately.

3.4 Complaint Resolution Process. Pursuant to §38-1802.04(c)(13) of the Act, the School Corporation shall establish an informal complaint resolution process and shall provide a copy to students, parents, and PCSB. Such policies and procedures shall be consistent with applicable law. The School Corporation shall provide PCSB written notice of any material change to its complaint resolution process at least three (3) months prior to adoption of such changes.

3.5 Operational Control. Pursuant to §38-1802.04(c)(3) of the Act, the School Corporation shall exercise exclusive control over its expenditures, administration, personnel and instructional methods subject to limitations imposed in § 38-1802.04 of the Act.

A. Pursuant to §38-1802.04(b) of the Act, the School Corporation shall have the following powers consistent with the Act and the terms of this Agreement:

- (i) to adopt a name and a corporate seal;
- (ii) to acquire real property for use as the School's facilities;
- (iii) to receive and disburse funds for School purposes;
- (iv) subject to § 38-1802.04(c)(1) of the Act; to make contracts and leases including agreements to procure or purchase services, equipment, and supplies;
- (v) subject to § 38-1802.04(c)(1) of the Act, to secure appropriate insurance;
- (vi) to incur debt in reasonable anticipation of the receipt of funds from the general fund of the District of Columbia or the receipt of federal or private funds;

- (vii) to solicit and accept any grants or gifts for School purposes;
- (viii) to be responsible for the School's operation, including preparation of a budget and personnel matters; and
- (ix) to sue and be sued in the public charter school's own name.

3.6 Accreditation. Within five (5) years of its opening, the School Corporation shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(16) of the Act.

A. The School Corporation shall provide PCSB with a written request for approval for any proposed changes to the School's accreditation.

3.7 Nonsectarian. The School Corporation and the School shall be nonsectarian and shall not be affiliated with a sectarian school or religious institution.

SECTION 4. GOVERNANCE

4.1 Organization. The School Corporation is and shall remain a District of Columbia nonprofit corporation in accordance with the District of Columbia Nonprofit Corporation Act, as now and hereafter in effect, or any successor statute.

4.2 Corporate Purpose. The purpose of the School Corporation as set forth in its articles of incorporation shall be limited to the operation of a public charter school pursuant to §38-1802.04(c)(16) of the Act.

4.3 Governance. The School Corporation shall be governed by a Board of Trustees. The Board of Trustees are fiduciaries of the School and shall operate in accordance with the School Corporation's articles of incorporation and by-laws consistent with this Agreement and the provisions of the Act and the District of Columbia Nonprofit Corporation Act.

A. Pursuant to §38-1802.04(c)(10) of the Act, the Board of Trustees shall provide PCSB with written a request for approval of any material change(s) to its articles of incorporation or bylaws three (3) months prior to the effective date of such change.

4.4 Composition. Pursuant to §38-1802.05 of the Act, the Board of Trustees of the School Corporation shall consist of an odd number of members, with a minimum of three (3) members and a maximum of fifteen (15) members, at least two of whom shall be parents of students currently attending the School, and the majority of whom shall be residents of the District of Columbia.

4.5 Authority. Pursuant to §38-1802.05 of the Act, the Board of Trustees shall have the final decision-making authority for all matters relating to the operation of the School, consistent with this Agreement, the Act, and other applicable law; however nothing herein shall prevent the Board of Trustees from delegating decision-making authority to officers, employees, and agents of the School Corporation. The Board of Trustees shall set the overall policy for the

School; be responsible for overseeing the academic and fiscal integrity of the School; and assure the School's compliance with this Agreement and the Act.

SECTION 5. FINANCIAL OPERATION AND RECORD KEEPING

5.1 Financial Management. The School Corporation shall operate in accordance with Generally Accepted Accounting Principles ("GAAP") and other generally accepted standards of fiscal management and sound business practices to permit preparation of the audited financial statements required in §38-1802.04(c)(11) of the Act. The School Corporation's accounting methods shall comply in all instances with any applicable governmental accounting requirements.

5.2 Tuition and Fees. The School Corporation shall not charge tuition to any student, other than a non-resident student in accordance with §38-1802.06(e)2 of the Act, unless such student would otherwise be liable for tuition costs under the Act. The School Corporation may charge reasonable fees or other payment for after school programs, field trips, or similar student activities.

5.3 Costs. The School Corporation shall be responsible for all costs associated with operation of the School including the costs of goods, services, and any district-wide assessments or standardized testing required by this Agreement or by applicable law.

5.4 Contracts. Pursuant to §38-1802.04(c)(1) of the Act, the School Corporation shall provide PCSB with respect to any procurement contract awarded by the School Corporation or any entity on its behalf and having a value equal to or exceeding \$25,000, not later than three (3) days after the date on which such award is made all bids for the contract received by the School Corporation, if any: the name of the contractor who is awarded the contract; and the rationale for the award of the contract. PCSB may request copies of these procurement contracts to be provided to PCSB upon request. The foregoing shall not apply to any contract for the lease or purchase of real property by the School Corporation, any employment contract for a staff member, or any management contract between the School Corporation and a management company designated in its petition.

A. The School Corporation shall follow the requirements of §38-1802.04(c)(10) of the Act prior to entering into a contract with a third party for the management of the School, other than the third party designated in its petition (a "School Management Contract") or prior to canceling; terminating; or materially amending, modifying, or supplementing any contract entered into with a third party for the management of the School designated in its petition.

B. The School Corporation shall award "interested party contracts" or "conflicting interest contracts," as those terms are defined in PCSB's Submission of Procurement Contracts and Board of Trustees Meeting Minutes Policy, effective September 15, 2014, and as amended thereafter, pursuant to such PCSB policy, and in accordance with the School Corporation's conflict of interest policies and procedures, to the extent that the School Corporation's policies are not inconsistent with PCSB's policy.

The School Corporation shall disclose to all third parties entering into contracts with the School Corporation that PCSB has no responsibility for the debts or action of the School



Corporation or the School. The School Corporation shall not purport to act as the agent of PCSB or the government of the District of Columbia with respect to any contract.

5.5 Insurance. The School Corporation shall procure and maintain appropriate insurance sufficient to cover its operations. All insurers shall be independent brokers licensed in the District of Columbia. All insurance policies shall be endorsed to name the Board of Trustees and its directors, officers, employees, and agents as additional insureds. The Board of Trustees shall provide annual proof of insurance coverage sufficient to cover its operations as determined by its Board of Trustees to be reasonably necessary, subject to the availability of such insurance on commercially reasonable terms. The School Corporation shall submit to PCSB the insurance certificate prior to the beginning of the first academic school year and will update it upon expiration. **Attachment I** to this agreement includes an assurance that the School Corporation will obtain and provide proof of insurance prior to the beginning of the first academic year.

5.6 Tax-Exempt Status. The School Corporation shall obtain tax-exempt status from the federal government and the District of Columbia within two (2) years from the date hereof and shall maintain such tax-exempt status.

5.7 Enrollment and Attendance Records. The School Corporation shall keep records of student enrollment and daily student attendance that are accurate and sufficient to permit preparation of the reports described in Section 7 below.

A. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit distinct and unique enrollment and attendance records to PCSB and in state and federal reports.

5.8 Board of Trustee Meeting Minutes. The School Corporation shall maintain copies of all minutes of meetings of the Board of Trustees of the School Corporation, including any actions of the Board of Trustees taken by unanimous written consent in lieu of a meeting, certified by an officer of the School Corporation or a member of the Board of Trustees as to their completeness and accuracy. The School Corporation shall make such documents available for inspection by PCSB, its officer, employees, or agents upon request.

SECTION 6. PERSONNEL

6.1 Relationship. All employees hired by the School Corporation shall be employees of the School and, pursuant to § 38.1802.07(c) of the Act, shall not be considered to be an employee of the District of Columbia government for any purpose.

6.2 Hiring. The School Corporation shall perform an initial background check with respect to each employee and each person who regularly volunteers at the School more than ten hours a week prior to the commencement of such employment or volunteer assignment. The School Corporation shall consider the results of such background checks in its decision to employ or utilize such persons either directly or through a School Management Contract. From time to time, as established by the School Corporation, the School Corporation shall conduct periodic background checks on each employee and each person who regularly volunteers at the School more than ten hours a week, but at a minimum once every two years.

SECTION 7. REPORTING REQUIREMENTS

7.1 Annual Reports. The School Corporation shall deliver to PCSB, by a date specified by PCSB, an annual report in a format acceptable to PCSB which shall include all items required by § 38-1802.04(c)(11)(B) of the Act (the "**Annual Report**"). The Annual Report shall include an assessment of compliance with the performance goals, objectives, standards, indicators, targets, or any other basis for measuring the School's performance as PCSB may request. The School Corporation shall permit any member of the public to view such report on request.

7.2 Audited Financial Statements. As soon as available but no later than one hundred and twenty (120) days after the end of each Academic Year, the School Corporation shall deliver to PCSB financial statements audited by an independent certified public accountant or accounting firm who shall be selected from an approved list developed pursuant to § 38-1802.04(c)(11)(B)(ix) of the Act in accordance with GAAP and government auditing standards for financial audits issued by the Comptroller General of the United States. Such audited financial statements shall be made available to the public upon request. These statements may include supplemental schedules as required by PCSB.

7.3 Interim Financial Reports. Unless otherwise notified by PCSB, the School Corporation shall prepare and submit to PCSB, within thirty days after the end of each Interim Period, starting with the Interim Period beginning July 1, 2015, the balance sheet of the School Corporation at the end of such Interim Period and the related statements of income and cash flows of the School Corporation for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period, all in reasonable detail and certified by the treasurer or chief financial officer of the School Corporation that they fairly present, in all material respects, the financial condition of the School Corporation as of the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments, including contributions (monetary or in-kind) in excess of \$500 for such Interim Period and for the period from the beginning of the then current Academic Year to the end of such Interim Period. These reports may include supplemental schedules as required by PCSB. "**Interim Period**" shall mean monthly, and from time to time thereafter, upon written notice by PCSB to the School Corporation, the period designated by PCSB in such notice.

7.4 Budget. No later than June 1 of each Academic Year, the School Corporation shall submit to PCSB its budget, including an annual operating budget, an annual capital budget, and cash flow projections (collectively, a "**Budget**") for the next succeeding Academic Year. The School Corporation's initial Budget shall be in accordance with the Budget submitted with its Petition to PCSB. If PCSB has previously notified the School Corporation in writing that the School Corporation is on probation for fiscal management reasons and such notice has not been rescinded in writing, the School Corporation may only implement a Budget with the prior written approval of PCSB. PCSB may specify the format and categories and information contained in the Budget.

7.5 Enrollment Census. Pursuant to §38-1802.04(c)(12) of the Act, the School Corporation shall provide to OSSE student enrollment data required by OSSE to comply with

§38-204 of the District of Columbia Code. Such report shall be in the format required by OSSE for similar reports from District of Columbia Public Schools, and all counts of students shall be conducted in a manner comparable to that required by OSSE for enrollment counts by District of Columbia Public Schools.

7.6 Attendance Data. No later than fifteen (15) business days after the end of each month during the Academic Year and during summer school, if offered, the School Corporation shall provide student daily attendance data, including present, tardy, partial-day absence, excused absence, and unexcused absence for the School using attendance management reporting software identified by PCSB. If the School Corporation operates two or more campuses under the Charter, each campus shall maintain and submit to PCSB distinct and unique attendance data.

7.7 Key Personnel Changes. The chair of the Board of Trustees or an officer of the School Corporation shall provide notice, within five days of the chair of the Board of Trustees or an officer of the School Corporation receiving written notice of the intended departure of a person from his or her position with the School Corporation, who is a member of the Board of Trustees, an officer of the School Corporation, or a key personnel as identified by position in **Attachment J** (but no later than the time the School Corporation announces such departure publicly) to PCSB identifying the person, the position such person is leaving, the date of such departure, and the actions the School Corporation has taken or intends to take to replace such person.

7.8 Authorizations. Within forty-five (45) days after the end of each Academic Year, the School Corporation shall provide a certification by an officer of the School Corporation or its Board of Trustees that all Authorizations required for the operation of the School and the lease or sublease, if any, of the School Property remain in full force and effect. If the School Corporation receives notice, whether formal or informal, of any alleged failure to comply with the terms or conditions of any Authorization, the School Corporation shall provide PCSB, within seven (7) days of receiving such notice, a report detailing the nature and date of such notice and the School Corporation's intended actions in response. "Authorizations" shall mean any consent, approval, license, ruling, permit, certification, exemption, filing, variance, order, decree, directive, declaration, registration, or notice to, from, or with any governmental authority that is required in order to operate the School.

7.9 Events of Default. The School Corporation shall promptly report to PCSB any notice of default or claim of material breach it receives that seriously jeopardizes the continued operation of the School Corporation or the School including: any claim there has been a material breach of any contract that affects the operation of the School; any claim or notice of a default under any financing obtained by the School Corporation; and any claim that the School Corporation has failed to comply with the terms and conditions of any Authorizations required to operate the School. The report shall include an explanation of the circumstances giving rise to the alleged default or breach and the School Corporation's intended response.

7.10 Litigation. The School Corporation shall promptly report to PCSB the institution of any material action, arbitration, government investigation, or other proceeding against the School Corporation or any property thereof (collectively "Proceedings") and shall keep PCSB apprised of any material developments in such Proceedings.

7.11 Certificates of Insurance. No later than 30 days after the expiration of the current policy, the School Corporation shall deliver to PCSB a certificate of insurance with respect to each insurance policy required pursuant to Section 5.5 above and **Attachment I**. Such certification shall be executed by each insurer providing insurance hereunder or its authorized representative and shall identify underwriters, the type of insurance, the insurance limits, and the policy term. The School Corporation shall furnish PCSB with copies of all insurance policies or other evidence of insurance required pursuant to Section 5.5 above and **Attachment I** upon request.

7.12 Reports Required by the Act. The School Corporation shall comply with all reporting requirements set forth in the Act and shall provide PCSB with a copy of each such report at the time the School Corporation provides the report as required by the Act.

SECTION 8. COMPLIANCE

8.1 Compliance With Applicable Laws. The School Corporation shall operate at all times in accordance with the Act and all other applicable District of Columbia and federal laws subject to the limitations in Sections 8.2 and 8.3 below or from which the School Corporation is not otherwise exempt, and District of Columbia and federal provisions prohibiting discrimination on the basis of disability, age, race, creed, color, gender, national origin, religion, ancestry, sexual orientation, gender identification or expression, marital status, or need for special education services, or other characteristics as proscribed by law.

8.2 Waiver of Application of Duplicate and Conflicting Provisions. Pursuant to §38-1802.10(d) of the Act, no provision of any law regarding the establishment, administration, or operation of public charter schools in the District of Columbia shall apply to the School Corporation or PCSB to the extent that the provision duplicates or is inconsistent with the Act.

8.3 Exemption From Provisions Applicable to D.C. Public Schools. Pursuant to §38-1802.04(c)(3)(B) of the Act, the School Corporation shall be exempt from District of Columbia statutes, policies, rules, and regulations established for the District of Columbia Public Schools by OSSE, Board of Education, Mayor, or District of Columbia Council, except as otherwise provided in the Charter or in the Act.

8.4 Cooperation. The School Corporation shall, and shall cause its Board of Trustees, officers, employees, and contractors to, cooperate with PCSB, its staff, and its agents in connection with PCSB's obligations to monitor the School Corporation.

8.5 Access. Upon reasonable notice, the School Corporation shall grant to PCSB, its officers, employees, or agents, access to the School Corporation's property, books, records, operating instructions and procedures, curriculum materials, and all other information with respect to the operation of the School and the School Corporation that PCSB may from time to time request, and allow copies to be made of the same and shall cooperate with PCSB, its officers, employees, or agents, including allowing site visits as PCSB considers necessary or appropriate for the purposes of fulfilling its oversight responsibilities consistent with §38-1802.11(a) of the Act, provided that the review or access will not unreasonably interfere with the operation of the School and School Corporation.

8.6 Notice of Concern. If PCSB determines through its oversight of the School Corporation that any condition exists that seriously jeopardizes the continued operation of the School Corporation, the School, or a School's campus; is substantially likely to satisfy the conditions for charter revocation pursuant to §38-1802.13 of the Act; and/or threatens the health, safety, or welfare of students of the School, then PCSB may issue a written notice to the School Corporation stating the reasons for its concerns and inquiry ("**Notice of Concern**"). Upon receipt of such notice and upon request of PCSB, the School Corporation shall meet with PCSB to discuss PCSB's concerns and the School Corporation's response to PCSB's Notice of Concern.

8.7 Administrative Fee. The School Corporation shall pay annually to PCSB, no later than November 15 of each Academic Year, the maximum amount permitted by the Act to cover the administrative responsibilities of PCSB. Notwithstanding the foregoing, PCSB shall not seek any remedy against the School Corporation for failure to timely pay such fee if the School Corporation shall not have received the fall allocation of its annual Academic Year funding from the government of the District of Columbia by such date provided that the School Corporation pays PCSB such fee within five (5) business days of the School Corporation's receipt of such funding.

SECTION 9. CHARTER RENEWAL, REVOCATION, AND TERMINATION

9.1 Charter Renewal. The School Corporation may seek to renew its authority to operate the School as a public charter school in the District of Columbia pursuant to the terms of the Act. If such renewal is granted by PCSB in accordance with the Act, PCSB and the School Corporation shall renew this Agreement with amendments satisfactory to PCSB and the School Corporation; or enter into a substitute agreement satisfactory to PCSB and the School Corporation.

9.2 Charter Revocation. Pursuant to § 38-1802.13 of the Act, PCSB may revoke the Charter if PCSB determines that the School has committed a violation of applicable law or a material violation of the conditions, terms, standards, or procedures set forth in the Charter, including violations relating to the education of children with disabilities; or failed to meet the goals and student academic achievement expectations set forth in the Charter.

A. Pursuant to § 38-1802.13 of the Act, PCSB shall revoke the Charter if PCSB determines that the School has engaged in a pattern of nonadherence to generally accepted accounting principles; has engaged in a pattern of fiscal mismanagement; or is no longer economically viable.

B. If the School Corporation operates two or more campuses under the Charter, PCSB has the authority to propose revocation of the School or closure of any of its campus locations pursuant to this Section 9.2.

9.3 Termination. This Agreement shall terminate: (1) if the School fails to begin operations by September 16, 2016, provided that such failure to begin operations by this date is not a result of circumstances pertaining to the construction of the location identified in Section

3.1 above; (2) upon Charter revocation or nonrenewal; or (3) by mutual written agreement of the parties hereto.

9.4 Probation and Corrective Action. If PCSB proposes to revoke the Charter pursuant to §38-1802.13(a) of the Act, PCSB may, as an alternative to charter revocation, place the School or any of the School's campuses on probation and require the School Corporation, in consultation with PCSB, to develop and implement a written corrective action plan ("**Corrective Plan**"). The Corrective Plan shall include the reasons that the Charter is subject to revocation under § 38-1802.13(a), the terms and conditions of probation and the results the School shall achieve to avoid charter revocation. Although PCSB may elect to enter into a Corrective Plan with the School Corporation as an alternative to charter revocation, nothing herein shall require PCSB to place the School or any of its campuses on probation or develop a Corrective Plan.

A. If PCSB elects to place the School or one of the School's campuses on probation and enters into a Corrective Plan with the School Corporation, the School Corporation shall provide PCSB a written request for approval five (5) business days prior to taking any of the following actions: (a) waiving any material default under, or material breach of, any School Management Contract; (b) taking any action affecting or waiving or failing to enforce any material right, interest, or entitlement arising under or in connection with any School Management Contract; (c) taking any action affecting any material provision of any School Management Contract or the performance of any material covenant or obligation by any other party under any School Management Contract; or (d) providing any notice, request, or other document permitted or required to be provided pursuant to any School Management Contract affecting any material rights, benefits, or obligations under any such School Management Contract in any material respect.

9.5 Mandatory Dissolution. In accordance with §38-1802.13a of the Act, the School Corporation shall dissolve if the Charter has been revoked by PCSB; has not been renewed by PCSB; or has been voluntarily relinquished by the School Corporation. Mandatory dissolution is only applicable in the case of revocation, non-renewal or voluntary relinquishment of the Charter and is not applicable in the case of a campus closure pursuant to 9.2(C).

A. In the event of dissolution, PCSB, in consultation with the Board of Trustees of the School Corporation, shall develop and execute a plan for liquidating the School Corporation's assets in a timely fashion and in a manner that will achieve maximum value; discharge the School Corporation's debts; and distribute any remaining assets in accordance with §38-1802.13a of the Act.

SECTION 10. OTHER PROVISIONS

10.1 Applicable Law. This Agreement and the Charter and the rights and obligations of the parties hereunder shall be governed by, subject to, construed under, and enforced in accordance with, the laws of the District of Columbia, without regard to conflicts of laws principles.

10.2 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of PCSB in the exercise of any power, right, or privilege hereunder shall impair such power,

right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

10.3 Counterparts and Electronic Signature or Signature by Facsimile. This Agreement and any amendments, attachments, waivers, consents, or supplements in connection herewith may be signed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures or signatures received by facsimile by either of the parties shall have the same effect as original signatures.

10.4 Entire Agreement; Amendments. This Agreement, together with all the Attachments hereto, constitutes the entire agreement of the parties and all prior representations, understandings, and agreements are merged herein and superseded by this Agreement; provided that Attachments A-E which constitute the School Corporation's Charter can only be modified or amended through Petition for Charter Revision subject to 1.1(B) of this agreement, except that Attachments A, B, and E require only PCSB approval, and not a public hearing. This Agreement may be amended or modified only by written agreement of the parties hereto.

10.5 Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

10.6 Assignment. The Charter runs solely and exclusively to the benefit of the School Corporation and shall not be assignable by either party; provided that if PCSB shall no longer have authority to charter public schools in the District of Columbia, PCSB may assign this Agreement to any entity authorized to charter or monitor public charter schools in the District of Columbia.

10.7 No Third Party Beneficiary. Nothing in this Agreement expressed or implied shall be construed to give any Person other than the parties hereto any legal or equitable rights under this Agreement. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

10.8 Waiver. No waiver of any breach of this Agreement or the Charter shall be held as a waiver of any other subsequent breach.

10.9 Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party drafted the underlying document.

10.10 Dispute Resolution. Neither PCSB nor the School Corporation shall exercise any legal remedy with respect to any dispute arising under this Agreement without first providing written

notice to the other party hereto describing the nature of the dispute; and thereafter, having representatives of PCSB and the School Corporation meet to attempt in good faith to resolve the dispute. Nothing contained herein, however, shall restrict PCSB's ability to revoke, not renew, or terminate the Charter pursuant to §38-180213 of the Act and Sections 9.1, 9.2, and 9.3 above of this Agreement.

10.11 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and shall be deemed to have been given when sent by email provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; delivered by hand (with written confirmation of receipt); or received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change thereof is delivered as provided in this Section 10.11) shall be as follows:

If to PCSB:

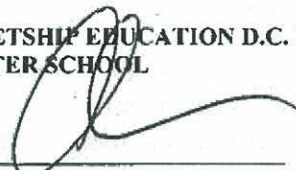
District of Columbia Public Charter School Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
spearson@dcpcsb.org
Telephone: (202) 328-2660

If to the School Corporation:

Rocketship Education D.C.
1227 Good Hope Rd. SE
Washington, DC 20020
Attention: Regional Director of Schools
Email: dc@rsed.org
Telephone: (202) 750-6402

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the dates written below.

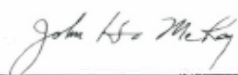
**ROCKETSHIP EDUCATION D.C. PUBLIC
CHARTER SCHOOL**


By: Andrew Stern

Title: Rocketship Education, Chief Business Officer

Date: 17 Nov 2014

**DISTRICT OF COLUMBIA PUBLIC CHARTER
SCHOOL BOARD**


By:

Title: DC Public Charter School Board, Chair

Date: December 10, 2014

ROCKETSHIP EDUCATION D.C. PUBLIC CHARTER SCHOOL CHARTER AGREEMENT ATTACHMENTS

SCHEDULE I	Maximum Enrollment Schedule
ATTACHMENT A	Proposed Rules and Policies for Governance and Operation of School Corporation
ATTACHMENT B	Articles of Incorporation and Bylaws
ATTACHMENT C	Procedures to Ensure Health and Safety of Students and Employees
ATTACHMENT D	Assurance to Seek, Obtain, and Maintain Accreditation
ATTACHMENT E	Relationship Between School and Employees
ATTACHMENT F	Pre-opening Requirements
ATTACHMENT G	Random Selection Process
ATTACHMENT H	Disciplinary Policies
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ATTACHMENT J	Key Personnel

SCHEDULE I

Maximum Enrollment Schedule

Grades (K-5)	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Number of Schools	1	2	3	4	5	6	7	8
Number of Students	650	1,300	1,950	2,600	3,250	3,900	4,550	5,200
<i>Maximum Enrollment</i>	<i>650</i>	<i>1,300</i>	<i>1,950</i>	<i>2,600</i>	<i>3,250</i>	<i>3,900</i>	<i>4,550</i>	<i>5,200</i>

ATTACHMENT A

Proposed Rules and Policies for Governance and Operation of School Corporation

Board of Trustees

Rocketship Education D.C. Public Charter School (RSDC) will be governed by the Rocketship Education D.C. Public Charter School Board of Trustees ("Board"). The Board is ultimately responsible for the operation and activities of RSDC. Board Members have a responsibility to solicit input from, and opinions of, the parents of students, and the faculty and staff, regarding issues of significance and to weigh the input and opinions carefully before taking action. The primary method for executing their responsibilities is the adoption of policies that offer guidance and interpretation of the charter and procedures to assist the staff in facilitating the implementation of such policies. The Board consists of at least three and no more than 13 members who will govern RSDC. Two members will be parents, and a majority of Board members will be D.C. residents. Initially, three board members will serve three-year terms and the remaining board members will serve two-year terms. Each term thereafter will be two years. This staggering of terms will create a natural flow for future elections and ensure that the Rocketship Education D.C. Public Charter School Board does not experience full turnover at once.

Rocketship Education D.C. Public Charter School Board Duties

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

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

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

Board Meetings

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

Board Training

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

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

Rocketship Education D.C. Public Charter School will seek out partnerships with the D.C. Public Charter Schools Board and other community organizations in order to ensure that board members are continually developing in their understanding of charter school governance. In order to keep the training topics relevant, we will conduct a needs assessment to identify the needs of the Board and create an appropriate timing plan. The board meeting calendar will be created annually and will include a description of topics which will be addressed. This document will also guide the timing of the development plan. Depending on the needs of the Board, topics may include:

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

Board Experience and Recruitment

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

- Knowledge of the local political landscape;

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

Board Monitoring of School Performance

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

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

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

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

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

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

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

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

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

Transition Plan

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

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

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

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

School Site Council

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

ATTACHMENT B

Articles of Incorporation and Bylaws

For Articles of Incorporation please see attachments “DC Filed Incorporation Docs” and “Rocketship DC Signed Articles of Incorporation”. For Bylaws see attachment “Rocketship DC Bylaws”.

ATTACHMENT C

Procedures to Ensure Health and Safety of Students and Employees

Health and Safety

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

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

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

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

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

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

ATTACHMENT D

Assurance to Seek, Obtain, and Maintain Accreditation

Rocketship Education D.C. Public Charter School shall seek, obtain, and maintain accreditation from an appropriate accrediting agency as set forth in §38-1802.02(16) within 5 years of opening.

ATTACHMENT E

Relationship Between School and Employees

Employment Policies

Salaries

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

Contracts

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

Equal Opportunity Employment Hiring and Dismissal

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

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

Evaluation of Staff

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

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

Benefit Plans

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

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

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

Competitive Salaries and Benefits

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

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

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

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

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

ATTACHMENT F

Pre-Opening Requirements

ATTACHMENT G

Random Selection Process

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

Application and Admissions Policies and Procedures

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

The school shall be nonsectarian in its programs, admission policies, employment practices, and all operation, shall not charge tuition, and shall not discriminate against any pupil on the basis of the characteristics such as actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identification, or association with an individual who has any of the aforementioned characteristics).

The application process is comprised of the following after the completion of a student enrollment application.

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

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

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

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

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

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

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

Waiting List, Withdraws, Re-enrollments, and Transfers

Please see “Recruitment of Students” above in section B.5 for details on policies and procedures for enrollment and withdrawal of students.

Verification of D.C. Residency

In addition to the information about our enrollment and application policies above, Rocketship D.C. will also ensure that our applications include proof of D.C. residence for all applicants. RSDC fully intends to reach full enrollment using only D.C. residents. However, in the highly unlikely case that RSDC is unable to reach full enrollment with D.C. residents, we will recruit and enroll non-D.C. residents. In this scenario, RSDC will comply with all requirements to ensure that these non-resident families reimburse the District of Columbia pursuant to District of Columbia law and regulations.

ATTACHMENT H

Disciplinary Policies

RSDC DISCIPLINE POLICY

Washington, D.C.

This policy applies to all Rocketship Education schools in Washington, D.C. ("DC"). This policy was written in compliance with relevant state and authorizer requirements in Washington, D.C.

Introduction

This Student Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at all Rocketship Education DC (RSDC) Schools. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction.

School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed as part of the Parent Handbook and will clearly describe discipline expectations. RSDC shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that these policy and administrative procedures are available on request at the school office.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension and expulsion.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion. A student shall receive credit for work missed during a period of suspension if the student makes up work missed during the period of suspension within the same number of school days the student was absent on suspension.

A student identified as an individual with disabilities or for whom RSDC has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. RSDC will follow Section 504, the IDEIA, and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for

whom RSDC has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at a Rocketship School or at any other school or a School sponsored event at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

(1) Students may be suspended for any of the following acts:

- a. Repeated inappropriate use of Rocketship computers (restricted websites, offensive emails);
- b. Acts of vandalism, destruction of property, or graffiti;
- c. Theft of school or personal property;
- d. Possession or distribution of obscene or pornographic material on school premises;
- e. Verbal, written, or physical threat to person or property (including intimidating postures); Obscene, seriously offensive, or abusive language or gestures;
- f. Causing disruption on school property or at any Rocketship-sponsored or supervised activity;
- g. Leaving school without permission;
- h. Academic dishonesty;
- i. Lying to or giving misleading information to school staff;
- j. Posting or distributing material or literature that is disrespectful, demeaning, humiliating, or damaging to students and/or staff. This includes posting material on internet or sending material electronically (via email or cell phone);
- k. Hazing, bullying, or using humiliating, or intimidating language or behavior, including Internet Bullying;
- l. Possession of tools or instruments which school administrators deem could be used as weapons; or
- m. Any behavior or other conduct not specifically enumerated in this chapter that causes significant disruption to the academic environment or causes harm to self or others.

(2) Students may be suspended or expelled for any of the following acts:

- a. Vandalism/destruction of property over \$500;
- b. Possession, sale or distribution of marijuana, prescription drugs, controlled dangerous substances, imitation controlled substances, inhalants, other intoxicants, controlled or drug paraphernalia; alcohol;
- c. Causing serious disruption or damage to school's computer systems, electronic files, or network;
- d. Harassment based on actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information,

- disability, source of income, status as a victim of an intrafamily offense, or place of residence or business, including derogatory sexual language;
- e. Engaging in sexual acts on school premises or at school-related functions;
 - f. Possession of fireworks or explosives; Arson; Biohazard; Bomb threat;
 - g. Theft or attempted theft using force, coercion, intimidation, or threat of violence;
 - h. Assault or physical attack on student or staff; Deliberate acts that cause severe physical injury to another person (s)
 - i. Using an article that is not normally considered a weapon to injure another individual;
 - j. Use, threatened use, or transfer of any weapon;
 - k. Use, possession, or bringing to school a loaded or unloaded firearm, as defined in 18 U.S.C. § 921 (2000), including but not limited to pistols, blank pistols, starter pistols, revolvers, rifles, and shotguns or any other behavior that violates the Gun-Free Schools Act;
 - l. Commission or attempted commission of any act of sexual assault or sexual aggression;
 - m. Any other intentional use of violence, force, coercion, threats, intimidation, or other comparable conduct which causes or attempts to cause severe physical injury, substantial disruption, or obstruction of any lawful mission, process, or function of the D.C. Public Schools;
 - n. Any behavior or other conduct not specifically enumerated in this chapter that is illegal, causes significant disruption to the school operation, or causes substantial harm to self or others;
 - o. Documented pattern of persistent, willful misconduct and extreme disruption; or
 - p. Repeated violations of any act or acts listed in Section B(1)(a) above.

Alternatives to suspension or expulsion will be implemented for students who are truant, tardy, or otherwise absent from assigned school activities.

C. **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal. The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice will also state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of Expulsion by the Principal or Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Principal or, if the principal was directly involved in the incident leading to suspension of the student, the Principal's designee upon either of the following determinations: 1) the continued presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within ten (10) school days after the Principal or designee determines that the Pupil has committed an expellable offense, unless the pupil requests, in writing, that the hearing be postponed. The hearing shall be held in closed session unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least five (5) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of RSDC's disciplinary rules which relate to the alleged violation;
4. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
5. The right to inspect and obtain copies of all documents to be used at the hearing;
6. The opportunity to confront and question all witnesses who testify at the hearing;
7. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

E. **Authority to Expel**

The full authority of the Board of Directors to hear and conduct expulsions shall be granted to the Academic Affairs Committee, a committee of the RSDC Board of Directors. The Academic Affairs Committee shall consist of three board directors of the RSDC Board. The Academic Affairs Committee may expel any student found to have committed an expellable offense.

Instead of conducting an expulsion hearing itself, the Academic Affairs Committee may appoint an impartial administrative panel of three or more persons, none of whom were involved in the matter that led to the disciplinary incident. In the event an administrative panel hears the case, it will, within twenty four (24) hours of the hearing, make a recommendation for a final decision of whether or not to expel. The decision shall be in the form of written findings of fact and transmitted to the Principal of the school, who will prepare a written notice to expel.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

F. **Written Notice to Expel**

As soon as possible following a decision of the Committee to expel, the Principal shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with RSDC.

The Principal or designee shall send a copy of the written notice of the decision to expel to the District.

This notice shall include the following:

- a) The student's name
- b) The specific expellable offense committed by the student

G. Right to Appeal

The pupil/family shall have the right to appeal the decision to expel the student from Rocketship directly to the Academic Affairs Committee. The request to appeal must be made in writing and shall be submitted to the Academic Affairs Committee within ten (10) business days of receipt of the written notice to expel. The appeal shall be heard by the Academic Affairs Committee within ten days of receipt of the appeal.

H. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

RSDC may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by RSDC or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to Three (3) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. RSDC must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting

the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, RSDC must present evidence that the witness' presence is both desired by the witness and will be helpful to RSDC. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

I. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

J. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel and decision by the

Board to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

K. **Disciplinary Records**

RSDC shall maintain records of all student suspensions and expulsions at Rocketship Schools. Such records shall be made available to the District upon request.

L. **Expelled Pupils/Alternative Education**

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

M. **Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**

i. **Notification of District**

Rocketship shall immediately notify the District and coordinate the procedures in this policy with the District for the discipline of any student with a disability or student who Rocketship or the District would be deemed to have knowledge that the student had a disability who is suspended for more than ten (10) school days during a school year.

ii. **Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

iii. **Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct a manifestation determination shall take place. "Change of Placement" includes a recommendation for expulsion or a cumulative removal of more than ten (10) school days in a school year. Rocketship, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.

If Rocketship, the parent, and relevant members of the IEP Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Rocketship, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

- a) Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c) Return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

If the school, the parent, and relevant members of the IEP team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

iv. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the school believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the school agree otherwise.

v. Special Circumstances

Rocketship personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a) Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c) Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

vi. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

vii. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Rocketship had knowledge that the student was disabled before the behavior occurred.

Rocketship shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a) The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Rocketship supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b) The parent has requested an evaluation of the child.

- c) The child's teacher, or other Rocketship personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Rocketship supervisory personnel.

If the school knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the school had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by Rocketship pending the results of the evaluation.

Rocketship shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ATTACHMENT I

Insurance Requirements

Rocketship Education has partnered with Archway Clayton Insurance Company to provide insurance coverage for its current schools. We intend to partner with Archway Clayton Insurance Company for our Rocketship D.C. schools as well. While exact levels of coverage will not be determined until prior to school opening, Rocketship will meet all minimum requirements and provide an insurance certificate once insurance is procured.

ATTACHMENT J

Key Personnel

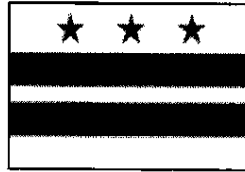
Board Members, Rocketship Education D.C Public Charter School.

- Maura Marino
- Jennifer Niles
- Louis Jordan

Key Staff, Rocketship Education D.C. Public Charter School Regional Support Office

- Regional Director, To be hired
- Director of Community Development, To be hired
- RSDC Principal, Amy Zapatka

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



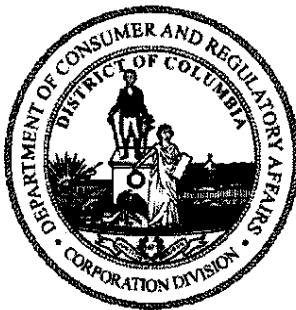
C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF RESTATED ARTICLES*** is hereby issued to:

ROCKETSHIP EDUCATION D.C., PUBLIC CHARTER SCHOOL, INC.

Effective Date: 10/14/2014

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 10/14/2014 3:08 PM



Business and Professional Licensing Administration

A handwritten signature in cursive script that reads 'Patricia E. Grays'.

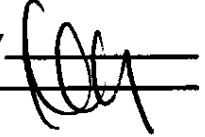
PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: iwRUpeX

ARTICLES OF AMENDMENT AND RESTATEMENTOF

OCT 14 2014

FILE COPY *Rocketship Education D.C., Inc.*

For the purpose of forming a corporation under the Nonprofit Corporation Act of 2010, the undersigned executes the following Articles of Incorporation (the "Articles").

**ARTICLE I
NAME***changed to*

The name of the corporation is Rocketship Education D.C., Public Charter School, Inc., hereinafter referred to as the "Corporation."

**ARTICLE II
ORGANIZATION AND EXISTENCE**

The Corporation is created as a nonprofit corporation under Title 29, Chapter 4, as amended, of the District of Columbia Code. The period of the Corporation's existence is perpetual.

**ARTICLE III
PURPOSES**

The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Internal Revenue Code Section 501(c)(3), as amended. More specifically, the sole purpose of the Corporation shall be the operation of a public charter school. No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual and no substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise provided in Section 501(h)), and the Corporation shall not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office, nor any activity not permitted by Section 501(c)(3).

**ARTICLE IV
PRINCIPAL OFFICE AND REGISTERED AGENT**

4.1 The mailing address of the principal office of the Corporation is:

Dechert LLP
Attn: Tony Y. Chan
1900 K Street NW
Washington, D.C. 20006

4.2 The name and address of the registered agent is:

**Dechert LLP
Attn: Tony Y. Chan
1900 K Street NW
Washington, D.C. 20006**

ARTICLE V POWERS

The Corporation shall have all powers conferred upon a nonprofit corporation, organized under Title 29, Chapter 4, as amended, of the District of Columbia Code and any successor provision thereto. Such powers shall be exercised only in fulfillment of the purposes of the Corporation set forth herein.

ARTICLE VI MEMBERS

The Corporation shall have one or more members, divided into one or more classes as from time to time set forth in the bylaws. The designation of the class or classes of members and the qualifications, rights and methods of acceptance and expulsion of members shall be as time to time set forth in the Bylaws.

ARTICLE VII BOARD OF TRUSTEES

The affairs of the Corporation shall be managed by a Board of Trustees. The method of electing Trustees of the Corporation shall be stated in the Bylaws of the Corporation. The number of Trustees shall be fixed as set forth in the Bylaws of the Corporation, but the number of Trustees shall not be fewer than three and not more than fifteen.

ARTICLE VIII DISSOLUTION

Upon the dissolution of the Corporation, any assets remaining after payment or provision for its debts and liabilities shall be distributed pursuant to §38-1802.13a of the D.C. Code.

ARTICLE IX TAX STATUS

It is intended that the Corporation shall have the status of an organization (i) which is exempt from federal income tax under Code Section 501(c)(3); (ii) to which contributions are deductible for federal income tax purposes under Code Section 170(c)(2); (iii) to which bequests are deductible for federal estate tax purposes under Code Section 2055(a)(2); and (iv) to which gifts are deductible for federal gift tax purposes under Code Section 2522(a)(2). These Articles shall be construed, and all authority and activities of the Corporation shall be limited, accordingly.

**ARTICLE X
AMENDMENT**

These Articles may only be amended or repealed as set forth in the Corporation's Bylaws.

**ARTICLE XI
CODE REFERENCES**

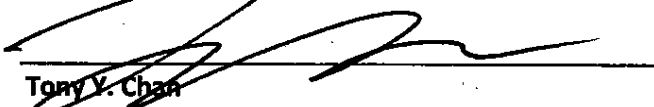
All references herein to sections of the "Code" shall be considered to be references to the Internal Revenue Code of 1986, as from time to time amended, to the corresponding provisions of any similar revenue law subsequently enacted, and to all regulations issued under such sections and provisions.

**ARTICLE XII
INCORPORATOR**

The name and address of the incorporator, who is older than eighteen years, is:

**Tony Y. Chan
1900 K Street NW
Washington, D.C. 20006**

Executed this 14th day of October, 2014.



Tony Y. Chan

BY-LAWS
OF
ROCKETSHIP EDUCATION D.C., PUBLIC CHARTER SCHOOL, INC.

ARTICLE I
PURPOSES, OPERATION

1.1. Purposes. The purposes of Rocketship Education D.C., Public Charter School, Inc. (the “Corporation”) shall be as set forth in the Articles of Incorporation.

1.2. Mission and Vision. The Corporation may adopt a mission statement and a vision statement consistent with its stated charitable purposes and charter agreement.

1.3. Gifts and Distributions. The Corporation may accomplish its purposes directly or by making grants or other payments to third parties. The Board of Trustees may establish guidelines for the acceptance of gifts and the disbursement of funds by the Corporation in such manner as may, in the judgment of the Board of Trustees, be consistent with the purposes of the Corporation.

1.4. Restrictions. The activities of the Corporation shall be limited to the exclusive purposes permitted for tax exempt status under Internal Revenue Code Section 501(c)(3), and shall in no event expand beyond the activities allowed under Article III of the Articles of Incorporation. All of the assets of the Corporation shall be administered and all of the net earnings of the Corporation shall be devoted to the purposes of the Corporation as aforesaid, and no part of the assets or net earnings of the Corporation shall inure to the benefit of any private shareholder or individual. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Internal Revenue Code Section 501(h)), and the Corporation shall not participate in, nor intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE II
OFFICES

2.1. Principal Office. The principal office of the Corporation shall be located in the District of Columbia. The Corporation may have such other offices, either within or without the District of Columbia, as the Board of Trustees may designate from time to time.

2.2. Registered Office. The registered office of the Corporation may be, but need not be, identical with the Corporation’s principal office in the District of Columbia, and the Board of Trustees may from time to time change the address of the registered office to any location within the District of Columbia.

ARTICLE III MEMBERS

3.1. Designation of Members. The initial sole member of the Corporation shall be Rocketship Education, Inc., a California nonprofit public benefit corporation (the “Sole Member” or “Rocketship Education”). The Board of Directors of the Corporation may, by written notice given to the Secretary or any Director of the Corporation, designate a single successor member who shall succeed it as the sole member of the Corporation. Such successor member may also designate a single successor member to succeed such successor member as the sole member of the Corporation, and so forth. The Corporation and any of its successors shall hereinafter be referred to as the “Sole Member.”

3.2. Rights of the Sole Member. Subject to applicable laws and except as otherwise set forth in these By-laws, the Sole Member shall have all statutory rights as a “member” of the Corporation as defined in Title 29, Chapter 4, as amended, of the District of Columbia Code, including, but not limited to, the rights: (1) to approve the dissolution and liquidation of the Corporation; (2) to approve any plan of merger for the Corporation or any amendment to such plan; (3) to approve the sale, lease, exchange, or other disposition of all, or substantially all, of the Corporation’s assets; (4) to inspect and copy any corporate records (including by an agent or attorney); and (5) to, at any time, remove any or all of the trustees of this Corporation, with or without cause, and then fill the vacancy or vacancies left by such removal. This Corporation may not, without the written consent of the Sole Member, make amendments to the Corporation’s Articles of Incorporation or Bylaws. Except as otherwise permitted under the Corporation’s Articles of Incorporation for a charitable Sole Member and applicable law, no right, title or interest in any property or earnings of the Corporation shall inure to any member during the existence of the Corporation or upon its dissolution.

3.3. Termination of Sole Member. If, at any time the legal existence of the Sole Member ceases or the Sole Member otherwise ceases to serve as a member, and if no successor Sole Member has been designated or if any such designee is unable or unwilling to serve as a member, then the membership of the Corporation shall consist of its Board of Directors as such Board is then and may thereafter from time to time be constituted. If the Directors become the members of the Corporation, the Corporation may continue in existence or may be dissolved as set forth in the Corporation’s Articles of Incorporation. If the Corporation continues in existence with the Board of Directors as its members, then the Board shall cause conforming and appropriate amendments to be made to the Corporation’s Articles of Incorporation and these By-laws.

3.4. Action By Members. For so long as the Corporation or a successor Sole Member designated pursuant to Section 3.3 serves as the Sole Member of the Corporation, there shall be no meetings of members and all actions of the Sole Member shall be taken without a meeting by a written consent signed by the Sole Member setting forth the action so taken. If, at any time, the then-acting members of the Board of Directors should become members of the Corporation, as provided in Section 3.3 above, the actions of the Board of Directors in their capacities as such members shall be taken at meetings or by written consent and be otherwise subject to the provisions of Article IV below relating to the Board of Directors.

3.5. Statutory Membership. Except as provided in Section 3.3, the Sole Member shall be the only statutory member of the Corporation, as the term “member” is defined in Title 4, Chapter 29, as amended, of the District of Columbia Code. Nothing in this Article III shall be construed to limit the Corporation’s rights to refer to persons associated with it as members even though such persons are not

statutory members of the Corporation under section 29.401.02(24) of the District of Columbia Code, including honorary or donor members. The Corporation's Board of Directors may confer, by amendment of these Bylaws (subject to the approval required under Article XI), some or all of a statutory member's rights, as set forth in Chapter 29, upon any person. The Board of Directors may also, in its discretion, without establishing memberships, establish advisory councils, honorary boards, or other auxiliary groups as it deems appropriate, pursuant to Section 6.2, below.

ARTICLE IV BOARD OF TRUSTEES

4.1. **General Powers and Responsibilities.** The affairs of the Corporation shall be managed by its board of trustees (the "Board of Trustees" with each member a "Trustee"). The Board of Trustees shall utilize and distribute the net earnings and principal funds of the Corporation solely in accordance with the purposes for which the Corporation is organized. The Board of Trustees' duties and responsibilities include, but are not limited to:

- (a) Setting the enrollment and grade-level configuration for any schools operated by the Corporation, including increasing enrollment to maximum levels, subject to authorization from the proper authorities;
- (b) Approval of annual budgets, calendars, salary schedules, major fundraising events, and grant writing for schools operated by the Corporation;
- (c) Negotiation and approval of a Memorandum of Understanding ("MOU") or other contracts for the Corporation with the District of Columbia;
- (d) Approval of all financial policies that set the processes and controls for contracts, expenditures and internal control;
- (e) Supervisory oversight of personnel actions (including hiring, discipline and dismissal, subject to Trustee recusal for any actions involving such Trustee);
- (f) Approval of all changes to the charter agreement to be submitted in accordance with applicable law;
- (g) Participation, as necessary, in dispute resolution for the Corporation;
- (h) Evaluation of principals of schools operated by the Corporation, subject to Trustee recusal for any actions involving such Trustee;
- (i) Monitoring the performance of schools operated by the Corporation and taking necessary actions to ensure that such schools remain true to the Corporation's mission and charter;
- (j) Monitoring the fiscal solvency of schools operated by the Corporation;
- (k) Participating and monitoring, as necessary, any fiscal audits of the Corporation;
- (l) Participating, as necessary, in any student expulsion matters;

(m) Participating in any training for Trustees regarding governance matters, strategic planning, or other corporate matters; and

(n) Increasing public awareness of the Corporation's activities.

4.2. Number, Qualification, Tenure, Manner of Election and Qualifications.

(a) *Number.* The number of voting Trustees ("Trustees") shall be at least three (3), but no more than fifteen (15) Trustees. Three (3) initial voting Trustees ("Initial Trustees") shall be appointed by the incorporator. If and when the Corporation commences operation of its first school, the Corporation shall appoint the initial two (2) parents resident in the District of Columbia to serve as additional Trustees ("Parent Trustees") serving alongside the Initial Trustees. At least two (2) Parent Trustees shall remain on the Board of Trustees so long as the Corporation operates a school. Thereafter, the number of Trustees shall be determined from time to time by the Board of Trustees.

(b) *Elections.* Except for the Initial Trustees appointed by the Incorporator, Trustees shall be elected annually by the Board of Trustees.

(c) *Terms.* The Trustees shall serve staggered terms such that no more than two-thirds (2/3) of the Trustees' terms shall expire in the same year. At its first meeting the Initial Trustees of the Corporation shall each be assigned a three (3) year initial term. Trustees may serve more than one (1) term on the Board and there is no limit on the number of terms. Trustees shall take office immediately following the close of the annual meeting at which they were elected. Each Trustee shall serve a term of two (2) years (except for Initial Trustees initially serving three (3) year terms), or until his or her successor has been elected, or until his or her death, or until he or she shall resign or shall have been removed in the manner provided in Section 4.8.

(d) *Qualifications.* A majority of Trustees must be residents of the District of Columbia. In considering a potential Trustee, the following factors about a person may be considered, plus any other lawful factors deemed relevant: operation of charter schools; real estate expertise; legal expertise; financial expertise; fundraising ability; significant involvement in communities served by the Corporation; subject and professional development knowledge in literacy and math; and, for potential Parent Trustees, a capacity to take a leadership role in the governance of the Corporation.

4.3. Meetings.

(a) *Regular and Annual Meetings.* The Board of Trustees may provide, by resolution, the time and place for the holding of regular meetings, including the annual meetings. The Board of Trustees shall meet no less than four (4) times per full calendar year, as prorated for partial years.

(b) *Special Meetings.* Special meetings of the Board of Trustees may be called by or at the request of the President or any two Trustees upon notice given as provided in Section 4.5. The person or persons calling such meetings may fix any time or place for holding any special meeting of the Board of Trustees called by them.

(c) Access. Trustees may attend and participate in meetings by electronic means as provided in Section 4.4, below.

4.4. Electronic Meetings. The Trustees of the Corporation may participate in meetings of the Board of Trustees by, or such meetings may be conducted through the use of telephone, instant messaging, video-conference, or any other means of communication by which any of the following occurs:

(a) All participants may simultaneously hear or read each other's communications during the meeting, or

(b) All communication during the meeting is immediately transmitted to each participant and each participant is able to immediately send messages to all other participants.

A Trustee participating in a meeting by any means authorized in this Section 4.4 shall be deemed to be present in person at the meeting.

4.5. Notice. Except as otherwise provided by law, whenever notice of any meeting or other item must be given to Trustees, such notice shall be given at least five days in advance of the meeting or item requiring notice in writing and hand delivered, mailed postage prepaid, sent by email or facsimile, or sent by Federal Express or other commercial courier service, fees prepaid, to such address as the Trustee may have from time to time specified by written notice to the Secretary of the Corporation or, in the absence of any such specification at such address of such Trustee as may be determined with reasonable diligence. Hand-delivered notices and notices sent by email or facsimile shall be deemed given on the day they are so delivered or sent. Notices given by mail or by courier delivery shall be deemed given two business days after they are deposited in the mail or delivered to the courier service, as the case may be. Trustees may waive notice of any meeting pursuant to Section 12.2. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board of Trustees need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

4.6. Quorum. Except as otherwise provided by applicable law, a majority of the Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees, but such quorum shall never be less than two Trustees. If less than such quorum is present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.

4.7. Manner of Acting. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by these Bylaws or by law.

4.8. Removal and Resignation of Trustee. Any Trustee may be removed from office with or without cause by the affirmative vote of a majority of the Trustees then in office who are present and voting at a meeting of the Board of Trustees at which a quorum is present. Any Trustee may also be removed from office with or without cause subject to the terms of Section 3.2 above. A Trustee may resign from the Board of Trustees at any time by delivering a written notification of resignation to the President or Secretary of the Corporation, which shall be effective as of the date that such notice is received by the President or Secretary or as of such other date as may be specified in such notice, as applicable.

4.9. Vacancies. Any vacancy occurring in the Board of Trustees may be filled by the Board of Trustees, or according to Section 3.2 above.

4.10. Compensation. Trustees of the Corporation shall serve without compensation. However, Trustees may receive reasonable compensation for personal services rendered which are necessary to carry out the exempt purposes of the Corporation, so long as such compensation is authorized by the Board of Trustees. Any engagement of a Trustee to provide services to the Corporation shall be in compliance with any conflict of interest policy of the Corporation, including but not limited to Exhibit A to these Bylaws. In addition, Trustees may receive reimbursement for reasonable expenses incurred in connection with Corporation matters if such reimbursement is not excessive and is authorized by the Board of Trustees.

4.11. Presumption of Assent. A Trustee who is present at a meeting of the Board of Trustees at which action is taken on any matter shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent in the manner specified for the giving of notices in Section 4.5 to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

4.12. Informal Action. Any action required to be taken at a meeting of the Board of Trustees, or any other action which may be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by not less than two-thirds (2/3) of all of the Trustees then serving on the Board of Trustees, provided all Trustees receive notice of the text of the written consent and of its effective date and time. Any such consent signed by not less than two-thirds (2/3) of all of the Trustees has the same effect as a vote by such Trustees taken at a duly convened meeting of the Board of Trustees at which a quorum is present. If a written action is taken by less than all Trustees pursuant to this Section 4.12, notice will be provided to all Trustees of the text of the written consent and of its effective date and time, except that failure to provide such notice does not invalidate the action taken by the written consent. For purposes of this Section 4.12, "in writing" includes a communication that is transmitted or received by electronic means, and "signed" includes an electronic signature.

ARTICLE V OFFICERS

5.1. Principal Officers. The principal Officers of the Corporation ("Officers") shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Trustees pursuant to these Bylaws. Such other Officers and assistant Officers as may be deemed necessary may be elected or appointed by the Board of Trustees. Any two or more offices may be held by the same person, except the offices of President and Treasurer.

5.2. Election and Terms of Office. Once elected, each Officer shall hold office until his or her successor shall have been elected by the Board of Trustees or until his or her death or until he or she shall resign or shall have been removed as provided in Section 5.3 or for such term as the Board of Trustees considers appropriate.

5.3. Removal and Resignation of Officer. Any Officer may be removed from office, either with or without cause, by the affirmative vote of a majority of Trustees then in office. An Officer may

resign at any time by delivering a written resignation to the President or Secretary of the Corporation, which shall be effective as of the date that such notice is received by the President or Secretary or as of such other date as may be specified in such notice, as applicable.

5.4. Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Trustees for the unexpired portion of the term, or for such other term as the Board of Trustees considers appropriate.

5.5. President. Subject to the control of the Board of Trustees, the President shall in general supervise and control all of the business and affairs of the Corporation and shall, when present, preside at all meetings of the Board of Trustees. He or she may sign, with the Secretary or any other Officer of the Corporation authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these Bylaws or some other law to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees from time to time.

5.6. Secretary. The Secretary (or an Assistant Secretary if requested by the Board of Trustees) shall: (a) keep any minutes of the Board of Trustees' meetings in one or more books provided for that purpose; (b) see that all notices are duly given by law; (c) serve as custodian of the corporate books and records of the Corporation; and (d) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Trustees. The Secretary shall perform such other duties and have such other powers as the Board of Trustees may from time to time prescribe.

5.7. Treasurer. If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Trustees shall determine. He or she shall: (a) have charge and custody of and be responsible for all funds, securities, and financial records of the Corporation; (b) receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Trustees. The Treasurer shall send or cause to be given to the Board of Trustees any financial statements or reports that are required or requested to be made by law, by these Bylaws, or by the Board of Trustees.

5.8. Compensation of Officers. Officers of the Corporation shall serve without compensation. However, Officers may receive reasonable compensation for personal services rendered which are necessary to carry out the exempt purposes of the Corporation, so long as such compensation is authorized by the Board of Trustees. Any engagement of an Officer to provide services to the Corporation shall be in compliance with the Conflict of Interest Policy and its procedures, attached as Exhibit A to these Bylaws. In addition, Officers may receive reimbursement for reasonable expenses incurred in connection with Corporation matters if such reimbursement is not excessive and is authorized by the Board of Trustees.

ARTICLE VI COMMITTEES OF THE BOARD OF TRUSTEES

6.1. Committees, Generally. The Board of Trustees may establish standing or temporary committees as it considers appropriate. The Board of Trustees shall appoint the members of the committees by majority vote and name the chairperson. A committee shall consist of three (3) or more Trustees and shall perform such duties and have such responsibilities as are provided in the resolution establishing any such committee, as initially adopted or thereafter supplemented or amended. The Board of Trustees may elect one or more persons as alternate members of any such committee who may take the place of any absent member or members at any meeting of the committee upon request of the committee's chairperson or other person presiding at such committee meeting. The designation of a committee or committees and the delegation thereto of any Board authority will not operate to relieve the Board of Trustees, or any member thereof, of any responsibility imposed upon it or him or her by law.

6.2. Advisory Committees. The Board of Trustees, by resolution, may designate one or more advisory committees to assist it in any capacity as it directs, but such committees or advisory bodies shall not have any of the powers of the Board of Trustees.

6.3. Parent/Teacher Council Encouraged. The Board of Trustees shall encourage parents of students attending schools of the Corporation to form one or more Parent/Teacher Councils to serve as advisory bodies to facilitate communication among parents, teachers and the Board of Trustees to promote cultural and school activities within the school community.

6.4. Meetings and Actions of Committees. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of such committee, but, if less than such majority is present at a meeting, a majority of the voting members present may adjourn the meeting from time to time without notice. The act of a majority of the voting members present at a committee meeting at which a quorum is present shall be the act of the committee unless the action of a greater number is required by the resolutions establishing such committee. Committees shall keep regular minutes of their proceedings, cause them to be filed with the corporate records, and report the same to the Board of Trustees. Each committee shall make such reports to the Board of Trustees of its activities as the Board of Trustees may request.

ARTICLE VII POLICIES

7.1. Conflict of Interest Policy. The Board of Trustees shall adopt a conflict of interest policy upon such terms and conditions as the Board of Trustees from time to time considers appropriate (the "Conflict of Interest Policy"). A copy of the Conflict of Interest Policy adopted by the Board of Trustees and in effect on the date of these Bylaws is attached as Exhibit A.

7.2. Other Policies. The Board of Trustees may adopt other policies and procedures for the Corporation as consistent with the Articles of Incorporation, these Bylaws, and the Corporation's charter agreement.

ARTICLE VIII INDEMNIFICATION

8.1. Mandatory Indemnification. The Corporation shall indemnify its Trustees and Officers against any and all Liabilities in a manner consistent with Title 29, Chapter 4, as amended of the District of Columbia Code, and advance any and all reasonable expenses, incurred by them in any proceeding to which any Trustee or Officer is a party because such Trustee or Officer is a Trustee or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents acting within the scope of their duties as such to the same extent as Trustees or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which such person may be entitled under any written agreement, Board resolution, or otherwise.

8.2. Non-Liability of Trustees, Officers, and Others. The directors, officers, and other volunteers (collective, "volunteers") shall be immune from civil liability except where the injury or damage was the result of the willful misconduct of the volunteer; a crime, unless the volunteer had reasonable cause to believe that the act was lawful; a transaction that resulted in an improper personal benefit of money, property, or service to the volunteer; or an act or omission that is not in good faith and is beyond the scope of authority of the Corporation pursuant to the Corporation's Articles or Bylaws.

No employee of the Corporation shall be held personally liable in damages for any acts or omissions in providing services or performing duties on behalf of the Corporation in an amount greater than the total amount of compensation, other than reimbursement of expenses, received from the Corporation for performing those services or duties during the 12 months immediately preceding the act or omission for which liability was imposed. This limitation of liability shall not apply when the injury or damage was the result of the willful misconduct of the employee; a crime, unless the employee had reasonable cause to believe that the act was lawful; a transaction that resulted in an improper personal benefit of money, property, or service to the employee; or an act or omission that is not in good faith and is beyond the scope of authority of the Corporation pursuant to the Corporation's bylaws. This limitation of liability also shall not apply to any licensed professional employee operating in his or her professional capacity.

8.3. Permissive Supplementary Benefits. The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against liability and advancement of expenses under Section 8.1 by (a) the purchase of insurance on behalf of any one or more of such Trustees or Officers, whether or not the Corporation would be obligated to indemnify or advance Expenses to such Trustee or Officer under Section 8.1, and (b) entering into individual or group indemnification agreements with any one or more of such Trustees or Officers.

8.4. Certain Restrictions. Notwithstanding any other provision of this Article to the contrary, for any time that the Corporation is treated as a "private foundation" under Internal Revenue Code Section 509 and taxes are potentially imposable under Internal Revenue Code Section 4941, no person shall be entitled to indemnification hereunder if such indemnification or the payment by the Corporation of any monies in connection therewith constitutes, or would constitute, an act of "self-dealing" within the meaning of Internal Revenue Code Section 4941. The Corporation shall have the right to rely on a written opinion of independent legal counsel with respect to any determination of "self-dealing" hereunder which shall be binding and conclusive unless a contrary determination shall be

made in any administrative or court proceeding and the time for appeal by either party to such proceeding shall have expired. If the Corporation shall have made any payment under this Article VIII prior to a determination that such payment constitutes an act of "self-dealing," the person to whom or for whose benefit such payment was made shall repay the amount thereof to the Corporation on demand if it should subsequently be determined that such payment constituted an act of "self-dealing." Nothing herein shall be construed as placing upon the Corporation any obligation to contest by court or administrative proceedings, or otherwise, any assertion that any indemnification or payment pursuant to this Article VIII constitutes an act of self-dealing. This provision is not intended to apply to the Corporation unless, under Internal Revenue Code Section 4941, taxes are potentially imposable on acts of self-dealing with the Corporation.

8.5. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of any other provision of this Article VIII or of these Bylaws.

ARTICLE IX MANAGEMENT, EMPLOYEES

The Board of Trustees is authorized, but is not required to, employ an executive Trustee and such other employees for the Corporation as it deems necessary. The duties, responsibilities, and compensation of any employee of the Corporation shall be determined by and at the direction of the Board of Trustees, or by the President or such other person to whom such responsibility may be delegated by the Board of Trustees, as consistent with the charter agreement.

ARTICLE X CONTRACTS, CHECKS, DEPOSITS, GIFTS, REPORTS AND STATEMENTS

10.1. Contracts. The Board of Trustees may authorize any Officer or Officers, agent or agents of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation's credit or to render the Corporation liable monetarily for any purpose or in any amount.

10.2. Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as is from time to time determined by resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Treasurer then in office.

10.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select.

10.4. Gifts. The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation. The Board of Trustees is authorized to cause gift acknowledgement letters to be sent to the Corporation's donors for purposes of substantiating charitable contributions.

10.5. Books, Accounts and Reports. The Corporation shall keep or cause to be kept correct and complete books and records of accounts and also keep minutes of the proceedings of the Board of Trustees and its committees. The Corporation shall keep other records, such as student records, as required by law. The Corporation shall cause to be filed the necessary reports, tax returns or other documents as may be required by law on its own behalf.

10.6. Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Trustees, or as a separate document if no annual report is issued, the Corporation shall, within one-hundred twenty (120) days after the end of the Corporation's fiscal year, cause to be delivered to each Trustee a statement of any transactions or indemnifications as follows:

(a) Any transaction in which the Corporation was a party and in which an "interested person" (as defined in the conflict of interest policy) had a direct or indirect material financial interest if the transaction, or several transactions with the same interested person in the aggregate, involved more than Fifty Thousand Dollars (\$50,000);

(b) The statement shall include: a brief description of the transaction or indemnification; the names of the interested persons involved; the interested persons' relationship to the Corporation; and the nature of their interest.

ARTICLE XI AMENDMENT

These Bylaws and the Corporation's Articles of Incorporation may be amended or repealed only by consent of two-thirds (2/3) of the Trustees then in office. No amendment shall change any provisions of these Bylaws to make such provisions inconsistent with the charter agreement or the Corporation's Articles of Incorporation.

ARTICLE XII MISCELLANEOUS

12.1. Subsidiaries. The Corporation is authorized to form subsidiaries, including single-member limited liability companies (LLCs), to operate schools in the District of Columbia. References to the "Corporation" within these Bylaws include references to the Corporation's subsidiaries, as appropriate or necessary. For example, the Corporation would include the activities of any disregarded LLC on the Corporation's own tax return and the Corporation would have the obligation under Section 10.5 to keep records of the disregarded entity's finances and activities.

12.2. Waiver of Notice. Whenever any notice or waiver is required to be given under the provisions of District of Columbia law, or under the provisions of the Corporation's Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a Trustee or any other person at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee or other such person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

12.3. Tax Status. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Trustees of this

Corporation which would not be permitted to be taken by an organization described in Internal Revenue Code Section 501(c)(3).

12.4. Certain Restrictions. In the event the Corporation is treated as a private foundation under Internal Revenue Code Section 509(a) for any tax year and is potentially subject to taxes under Internal Revenue Code Sections 4941 through 4945, inclusive (the “private foundation taxes”), then, notwithstanding anything in these Bylaws, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Trustees of the Corporation that would result in the imposition of private foundation taxes.

12.5. Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Trustees, with the initial fiscal year selected as ending June 30.

12.6. Conflict of Laws. These Bylaws are intended to be consistent with, and shall be construed under, the laws of the District of Columbia without regard to conflicts of laws provisions.

12.7. Internal Revenue Code. All references to sections of the “Internal Revenue Code” shall be considered to be references to sections of the Internal Revenue Code of 1986, as from time to time amended, to the corresponding provisions of any similar tax law subsequently enacted and to all regulations issued under such sections and provisions.

12.8. Charter Agreement. References to the “charter agreement” refer to any approved charter authority with the District of Columbia Public Charter School Board. These Bylaws are intended to be consistent with the Corporation’s authority under such charter agreement, and these Bylaws and any policies and procedures adopted by the Board of Trustees, or upon its authorization, shall be interpreted and construed accordingly.

EXHIBIT A

ROCKETSHIP EDUCATION D.C., PUBLIC CHARTER SCHOOL, INC.

CONFLICT OF INTEREST POLICY

ARTICLE I PURPOSE

The Board of Trustees of Rocketship Education D.C., Public Charter School, Inc. (the “Board”) which administers Rocketship Education D.C, Public Charter School, Inc. (the “Corporation”) follows a policy of avoiding any conflict of interest or the appearance of any conflict of interest on the part of the members of the Board of the Corporation.

A conflict of interest exists when the personal or professional interests of a member of the Board or other interested person may affect his or her ability to be objective. The Board recognizes that Board members and other interested persons may have various affiliations with organizations having business relationships with, or which seek grants from, the Corporation. While such affiliations are generally beneficial to the Corporation, they may give rise to actual or potential conflicts of interest.

The purpose of this Policy is to protect the Corporation’s interest in its grant making and business relationships and to establish conflict of interest guidelines in order to reduce or eliminate perceptions of favoritism or undue influence. This Policy is intended to supplement, but not replace, D.C. Public Charter School Board policy as well as any applicable laws governing conflicts of interest applicable to non-profit and charitable organizations, including, without limitation, any provisions of the Internal Revenue Code or regulations issued thereunder restricting or regulating conflicts of interest involving tax exempt organizations.

ARTICLE II DEFINITIONS

2.1. A “Fiduciary Duty” is an obligation of Trustees and Officers to act in the course of their duties solely in the Corporation’s best interests without regard to the interests of any other organization or person with which that Trustee or Officer are related or associated, refrain from participating in transactions or exploiting opportunities if that Trustee or Officer cannot act with undivided loyalty to the Corporation, and refrain from using information regarding the Corporation’s activities not generally known outside the Corporation for that Trustee’s or Officer’s personal benefit.

2.2. An “Interested Person” is any Trustee, Officer, member of a committee with Board delegated powers or any other employee of the corporation whose involvement with a contract would result in the contract being a Conflicting Interest Contract or an Interested Party Contract.

2.3. A “Conflicting Interest Contract” is a mutually binding legal relationship with a value equal to or greater than \$25,000 between a charter school and:

(a) one or more of its members of its board of trustees or staff with approval authority over contracts and transactions; or

(b) any other entity in which one or more of its members of its board of trustees or staff with approval authority over contracts and transactions are directors or officers, hold a similar position, or have a financial interest.

2.4. An "Interested Party Contract" is a mutually binding legal relationship with a value equal to or greater than \$25,000 between a charter school and:

(a) a party who has a close familial relationship with a member of the school's board, the school's senior executive, or one of the top three highest paid employees of the school;

(b) a party who is owned by an individual with or has a board member who has a close familial relationship with a member of the school's board, the school's senior executive, or one of the top three highest paid employees of the school;

(c) any individual who is a founder or formerly served on the board of trustees of the school and has been separated from the school for less than ten years;

(d) any individual who was formerly a senior executive of or one of the top three highest paid employees of the school and has been separated from the school for less than ten years; or

(e) any party who is owned, i.e., the party owns or controls 5% or greater ownership interest in the party, by the individuals in sections (c) or (d), above.

Neither a Conflicting Interest Contract nor an Interested Party Contract necessarily prohibits such a contract from being executed.

ARTICLE III PROCEDURES

3.1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the Conflicting Interest and be given the opportunity to disclose all material facts to the Trustees or members of an appropriate committee with Board-delegated powers considering the proposed transaction or arrangement.

3.2. Permission to Disclose Perceived Conflicts. Any Trustee may communicate with the President when that Trustee believes there is an existing, apparent or perceived conflict of interest on the part of any person that has not been reported to the Board of Trustees or acknowledged in any way. The President shall make an investigation and may also seek the advice and counsel of other Trustees or legal counsel. The President shall then discuss the matter with the affected Person. In the event that an affected board Trustee refuses to acknowledge or resolve the conflict of interest, such Trustee may be removed from the discussion, removed from the Board of Trustees or asked to resign as a member of the Board of Trustees. However, no Trustee will be removed or asked to resign from the Board unless the affected Trustee has had the opportunity to address the full Board of Trustees regarding the matter.

3.3. Procedures for Addressing the Conflict of Interest.

(a) The corporation is permitted to execute a Conflicting Interest Contract or an Interested Party Contract, as long as:

(i) The relationship or interest between the school and the counterparties listed in the definition of Conflicting Interest Contract or an Interested Party Contract, above, as it relates to the contract or transaction is disclosed to or known by the school's board of trustees and the board in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum;

(ii) The relationship or interest between the school and the counterparties listed in the definition of Conflicting Interest Contract or an Interested Party Contract, above, as it relates to the contract or transaction are disclosed to or known by the members entitled to vote, if any, and the contract or transaction is specifically approved in good faith by vote of those members; or

(iii) The contract or transaction is fair to the corporation as of the time it is authorized, approved, or ratified by the board of trustees or the members.

3.4. Violations of the Conflict of Interest Policy.

(a) If the Board of Trustees or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest, it shall inform that person of the basis for such belief and afford that person an opportunity to explain the alleged failure to disclose actual or possible conflicts of interests.

(b) If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Trustees or committee determines the person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**ARTICLE IV
RECORDS OF PROCEEDINGS**

4.1. Minutes. The minutes of the Board of Trustees and all committees with Board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to be Interested Parties in connection with an actual or possible conflict of interest, the nature of the Conflicting Interest on Interested Party Contract, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V COMPENSATION

5.1. Corporation Trustees. A voting member of the Board of Trustees who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

5.2. Corporation Employees. If any employee is a voting member of the Board of Trustees, such employee is precluded from discussion and voting on matters pertaining to that employee's compensation; provided, however, that no employee is prohibited from providing information to the Board of Trustees regarding compensation

5.3. Corporation Committee Members. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

ARTICLE VI ANNUAL STATEMENTS

Each Trustee, Officer, employee and member of a committee with Board-delegated powers shall annually sign a statement (the "Annual Statement") which affirms that such person: (a) has received a copy of the conflicts of interest policy, (b) has read and understands the policy, (c) has agreed to comply with the policy, and (d) understands that the Corporation is a tax-exempt organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE VII PERIODIC REVIEWS

7.1. Reviews of Corporation Matters. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

7.2. Use of Outside Experts. When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside advisors are used, their use shall not relieve the governing Board of its responsibility for ensuring periodic reviews are conducted.

**STATEMENT OF TRUSTEE, OFFICER, COMMITTEE MEMBER OR EMPLOYEE
OF ROCKETSHIP EDUCATION D.C., PUBLIC CHARTER SCHOOL, INC.
AS TO ANY CONFLICT OF INTEREST**

In accordance with the Conflicts of Interest Policy (the "Policy") of Rocketship Education D.C., Public Charter School, Inc. (the "Corporation"), I hereby affirm that:

1. I have received a copy of the Policy.
2. I have read and understand the Policy.
3. I agree to comply with the terms of the Policy.
4. I understand that the Corporation intends to qualify as a tax-exempt organization and that, in order to maintain a federal tax exemption, it must engage primarily in activities that accomplish one or more tax-exempt purposes.
5. To my present knowledge, neither I nor any member of my immediate family is a Trustee, trustee, Officer, shareholder, partner, member, owner, employee or agent of any business or organization with which the Corporation or any of its affiliates has, or in the foreseeable future probably would have, a transaction, contract or other relationship that may give rise to a conflict of interest on my part or the part of a member of my immediate family, except as follows:

(When in doubt if you have a potential conflict, please disclose potentially conflicting interests so that the board may determine if an actual conflict of interest exists.)

I agree to report to the Secretary of the Corporation any changes in my response above as changes in my circumstances occur.

Signature

Date

Printed Name