

**ANTIOCH UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 2018-19-35**

**Resolution of the Board of Trustees to Conditionally Accept  
“Rocketship Delta Prep” Charter School’s Responses to Each “Notice of Violation”**

**WHEREAS**, the revocation of a charter is governed by the standards and criteria set forth in Education Code section 47607 and its implementing regulations; and

**WHEREAS**, the “Rocketship Delta Prep” Charter School (“Charter School”) was first authorized and granted a charter (“Charter”) by the Antioch Unified School District (“District”) Board of Trustees (“Board”) at a public meeting on December 7, 2016, with a term commencing on July 1, 2018 and ending on June 30, 2023; and

**WHEREAS**, the District and Charter School executed a Memorandum of Understanding (“MOU”), outlining the Charter School’s additional operational obligations, including the provision of financial reports to the District as required by law and the Charter, which was approved by the Board at a public meeting on June 27, 2018. The parties agreed when executing the MOU that any violation of that agreement also constitutes grounds for revocation pursuant to Education Code section 47607(c); and

**WHEREAS**, at a public Board meeting on February 27, 2019, the Board approved Resolution No. 2018-19-21 which authorized the District to issue the Charter School a Notice of Violation which was provided to the Charter School on February 28, 2019. The Notice of Violation required the Charter School to submit its response to the District no later than April 1, 2019. (Resolution No. 2018-19-21 and its attachments are incorporated herein by reference.)

**WHEREAS**, at a public Board meeting on April 10, 2019, the Board approved Resolution No. 2018-19-26 which authorized the District to issue the Charter School a Second Notice of Violation which was provided to the Charter School on April 11, 2019. The Second Notice of Violation required the Charter School to submit its response to the District no later than May 13, 2019. (Resolution No. 2018-19-26 and its attachments are incorporated herein by reference.)

**WHEREAS**, the Charter School submitted a timely response to the Notice of Violation, received by the District on April 1, 2019. (The April 1, 2019 Charter School response and its attachments are attached hereto as “Exhibit A.”) The Charter School submitted a timely response to the Second Notice of Violation, received by the District on May 13, 2019. (The May 13, 2019 Charter School response and its attachments are attached hereto as “Exhibit B.”)

**WHEREAS**, the Superintendent, and/or her designees, met with the Charter School’s operators on May 14, 2019, and have reviewed the Charter School’s responses to the Notice of Violation and Second Notice of Violation, including the supporting documentation submitted by the Charter School. Although the Charter School’s responses and supporting documentation do offer explanations as to how violations have or will be remedied, the responses acknowledge that several violations did in fact occur. Accordingly, the Administration recommends that the Board’s acceptance of the Charter School’s responses to each Notice of Violation be conditioned on the

Charter School's compliance with specific requirements during a period of probation, as described further below.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that after consideration of the Charter School's responses to the Notice of Violation and Second Notice of Violation, including the Charter School's supporting documentation and representations made by the Charter School to the Superintendent and/or her designees and/or District representatives, the Board shall hold in abeyance any decision/determination by substantial evidence that the Charter School failed to refute and/or remedy to the Board's satisfaction all violations first referenced in the Notice of Violation and Second Notice of Violation, subject to the Charter School's compliance with the following conditions:

1. The Charter School shall comply with Education Code section 47604.3 without exception and promptly respond to all inquiries and/or requests for information by the District related to the Charter School's enrollment, finances, operations, special education programs and students, teacher credentialing, etc.

2. The Charter School shall comply with Education Code section 47604.33 without exception, and timely prepare and submit to the District and County Superintendent of Schools all financial reports and information required therein. Such submissions shall include stand-alone audit reports approved by the Charter School's Board of Directors and information specific to the Charter School, including supplemental or narrative information explaining all projections, including enrollment, and any amendments or revisions differing with prior submissions. All financial reports and budgets shall include a "5%" set aside of reserves for economic uncertainty as required by the parties' MOU.

3. Within sixty (60) calendar days of the Board's approval of this Resolution, the Charter School shall submit to the District credential information for all teachers and/or persons providing instruction and/or services to any student at the Charter School in the 2018-2019 and 2019-2020 school year. For the 2018-2019 school year, the information shall include a roster of students in every class identifying the subject matter taught, and the teacher of record in every class for each quarter/semester throughout the school year. The information shall also include a roster showing the assigned special education caseload for all special education teachers and related service providers (e.g. speech language pathologists, occupational therapists, school psychologists) and the FTE allocation to the site for each position. The roster shall also identify any students who are considered English language learners.

4. Within thirty (30) calendar days of the Board's approval of this Resolution, the Charter School shall provide the District records of all interim placement IEP's developed for prospective, and current, Special Education students served by the Charter School in the 2018-2019 school year.

5. Within thirty (30) calendar days of the Board's approval of this Resolution, the Charter School shall provide the District with records of all offers of compensatory special education services offered to special education students, the method of calculating compensatory services owed to each student and the status of services provided to date.

6. The Charter School shall timely provide written notice, to the Superintendent or her designee, within 72 hours of a Special Education students' expulsion, withdrawal, or disenrollment from the Charter School as required by the parties' MOU. The written notice shall include all information related to the students' expulsion, withdrawal, or disenrollment.

7. The Charter School shall timely provide a complete and accurate written report to the District by September 30 of each year, containing the following information for every Special Education student who exited the Charter School during the immediately prior tri-annual period (excluding graduation/matriculation):

- a) The Charter School's most recently approved offer of placement, services, and FAPE.
- b) The reason(s) for the student's exit.
- c) The student's parent/guardian contact information.

8. Within sixty (60) calendar days of the Board's approval of this resolution, the Charter School and District will execute an amendment to the parties' MOU requiring the Charter School to reimburse the District for the direct cost of all extended District oversight due to the Charter School's failure to comply with the Charter, the parties' MOU, and/or legal requirements to date, and for the remaining term of the Charter.

9. Within sixty (60) calendar days of the Board's approval of this resolution, the Charter School and District will execute an amendment to the parties' MOU which also provides for the assignment of a District Liaison to the Charter School on a part-time basis. The District Liaison will be assigned to the Charter School to provide oversight as required, including but not limited to monitoring the Charter School's Special Education program on a part-time basis during the entire 2019-2020 school year, unless earlier concluded by the District upon its sole determination that such monitoring is no longer necessary. The Charter School will reimburse the District for all pro-rated employment costs of the District Liaison, consistent with the schedule stated in the amendment to the MOU. Upon request, the Charter School will provide the District Liaison access to all related student records, policies, Special Education Information System (SEIS), and any other information reasonably necessary to fulfill the monitoring duties.

10. The Charter School shall provide the District written notice whenever a student is dis-enrolled from the Charter School and the reasons for the departures, within ten (10) calendar days of the student ceasing attendance at the Charter School. The Charter School shall also provide pupil records of departing students

11. The Charter School shall comply with Education Code section 47605(d)(3) and provide pupil records to the District within thirty (30) days of expulsion, or of a student departing from the Charter School without graduating or finishing a school year.

**NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED** that the Charter School shall be placed on "probationary status" for the remainder of the 2018-2019 school year and for the 2019-2020 school year. If the Charter School does not comply with all of the foregoing conditions during this timeframe, including compliance with the items (3, 4, 5, 8, & 9)

requiring action within thirty (30) and/or sixty (60) calendar days of the Board’s approval of this Resolution, the Board shall deem such non-compliance by the Charter School as new and/or additional violations of the Charter and agreements with the District, and shall immediately reinstate and/or restart the process for revocation of the Charter.

**NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED** that the District Superintendent or her designee is authorized and directed to notify the California School Finance Authority (“CSFA”) no later than May 23, 2019, that the Charter School is currently in compliance with the Charter and in good standing with its authorizer, thereby rescinding the District’s prior notice to the CSFA. If the Charter School does not comply with all of the foregoing conditions while on probationary status, including compliance with the items (3, 4, 5, 8, & 9) requiring action within thirty (30) and/or sixty (60) calendar days of the Board’s approval of this Resolution, the District Superintendent or her designee is authorized and directed to notify the CSFA that the Charter School is no longer in compliance with the Charter and is not in good standing with its authorizer.

**NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED** that the District Superintendent or her designee is authorized and directed to take all such other action as she may deem warranted to implement this Resolution, including the execution of any agreements between the parties in furtherance of this Resolution and the conditions approved herein.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of May 2019 by the Board of Trustees of the Antioch Unified School District by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

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CERTIFICATION

State of California     )  
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County of Contra Costa)

I certify the above is a true copy of a Resolution adopted by the Board of Trustees of the Antioch Unified School District at a regularly scheduled meeting on Wednesday, May 22, 2019.

Dated: May 22, 2019

GOVERNING BOARD OF THE  
ANTIOCH UNIFIED SCHOOL DISTRICT,  
COUNTY OF CONTRA COSTA,  
STATE OF CALIFORNIA

By: \_\_\_\_\_  
Stephanie Anello  
Superintendent