

**AMENDMENT NO. 1**  
**to the**  
**MEMORANDUM OF UNDERSTANDING**  
**REGARDING CHARTER SCHOOL OVERSIGHT AND OPERATIONS**  
**by and between**  
**ANTIOCH UNIFIED SCHOOL DISTRICT AND**  
**ROCKETSHIP EDUCATION**  
**(ROCKETSHIP ANTIOCH CHARTER SCHOOL)**

THIS AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING to the MEMORANDUM OF UNDERSTANDING REGARDING CHARTER SCHOOL OVERSIGHT AND OPERATIONS by and between ANTIOCH UNIFIED SCHOOL DISTRICT AND ROCKETSHIP EDUCATION (ROCKETSHIP ANTIOCH CHARTER SCHOOL) (hereinafter “AMENDMENT NO. 1”) is made and entered into as of this 19th day of July, 2019, by and between the Antioch Unified School District (hereinafter “District”), a school district organized and existing under the laws of the State of California, and Rocketship Education, d/b/a Rocketship Public Schools (hereinafter “Corporation”), a nonprofit public benefit corporation duly organized under the laws of the State of California, to operate the Rocketship Delta Prep (hereinafter “RDL”), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and RDL collectively referred to as “Charter School”).

WHEREAS, the District executed a Memorandum of Understanding (“MOU”) with the Charter School on June 28, 2018 (MOU attached hereto as Exhibit “A”) regarding oversight and operations, and the Parties now desire to amend that MOU in response to District Board Resolution No. 2018-19-35 placing the Charter School on “Probationary Status” through the 2019-2020 school year, as set forth below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agree to amend the MOU as follows.

1. Section II.D.2. Oversight Fees, is amended to add two (2) new subsections titled 2(A) and 2(B), as follows:

2 (A) Extended Oversight Fee Notwithstanding Section II.D.1., above, and to resolve issues identified in and/or referenced in District Board Resolution No. 2018-19-35 involving Notices of Violation issued to the Charter School during the 2018-2019 school year, the Charter School agrees to provide incremental financial support for the District’s efforts to provide additional oversight during the Charter School’s first two years of operations. Specifically, for the 2018-2019 school year, the Charter School shall pay the District a fee (separate from the oversight fee referenced in Section II.D.2. above) equal to \$50,000. The District will invoice the Charter School for this separate amount by September 1<sup>st</sup> 2019 for the 2018-2019 fiscal year. Amounts not paid within thirty (30) calendar days from

the Charter School's receipt of the invoice may be deducted from the in-lieu-of property taxes, if any, otherwise due from the District to the Charter School. For the 2019-2020 fiscal year, the Charter School shall pay the District a "District Liaison Fee" (separate from the oversight fee referenced in Section II.D.2. above) equal to \$50,000. These two additional \$50,000 fees are intended to support increased oversight during the first two years of the Charter School's operations, and will not continue beyond the 2018-19 and 2019-20 school years.

(B) District Liaison and Costs Notwithstanding Section II.D.1., above, and to resolve issues identified in and/or referenced in District Board Resolution No. 2018-19-35 involving Notices of Violation issued to the Charter School during the 2018-2019 school year, the Charter School and District agree that a District Liaison shall 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. Specifically, for the 2019-2020 fiscal year, the Charter School shall pay the District a District Liaison Fee (separate from the oversight fee referenced in Section II.D.2. above) equal to \$50,000. The District will invoice the Charter School for the District Liaison Fee by September 1<sup>st</sup> 2020 for the 2019-2020 fiscal year. Amounts not paid within thirty (30) calendar days from the Charter School's receipt of the invoice may be deducted from the in-lieu-of property taxes, if any, otherwise due from the District to the Charter School.

Upon request, the Charter School will timely provide the District Liaison with any requested student records, policies, information from Special Education Information System (SEIS), and any other information reasonably necessary to fulfill her monitoring duties. Though the Charter School will not provide the District Liaison with a direct login to SEIS or any other system, the Charter School will provide the District Liaison with SEIS reports upon request, and will meet upon request to directly review contents of the SEIS system together in person.

2. The Parties agree that the Charter School's representatives shall promptly meet with the District Liaison upon request during the 2019-2020 school year if the District Liaison has any questions or concerns about the Charter School's operations, finances, academic program including special education, or compliance with the Charter, the MOU, or the law. The District Liaison will share such questions or concerns in writing with the Charter School in a collaborative face-to-face meeting and give the Charter School an opportunity to respond regarding any areas of concern. Such a response from the Charter School shall be in writing with supporting documentation submitted within the District's timeframe. The Charter School agrees to promptly respond. The Parties further agree that when the District Liaison's assignment ends during or at the conclusion of the 2019-2020 school year as determined by the District, thereafter and for the remainder of the term of the Charter, District representatives may visit the Charter School with at least 24 hours prior advance notice to discuss any questions or concerns about the


Charter School's operations, finances, academic program including special education, or compliance with the Charter, the MOU, or the law. The District representatives will share such questions or concerns in writing with the Charter School in a collaborative face-to-face meeting and give the Charter School an opportunity to respond regarding any areas of concern. Such a response from the Charter School shall be in writing with supporting documentation submitted within the District's timeframe. The Charter School agrees to promptly respond. The Charter School further agrees to promptly provide any documentation requested by the District representatives regarding any questions or concerns about the Charter School's operations, finances, academic program including special education, or compliance with the Charter, the MOU, or the law.

3. The Parties agree that all other duties and obligations under the MOU shall remain in full force and effect. The Parties further agree that this AMENDMENT NO. 1 does not alter or amend any other agreements between the Parties, or the Charter School's Charter.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT NO. 1 as of the date and year first above written.

ROCKETSHIP EDUCATION

ANTIOCH UNIFIED SCHOOL DISTRICT

By:   
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Cheye Calvo  
Chief Growth and  
Community Engagement Officer


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

EXHIBIT A

MEMORANDUM OF UNDERSTANDING REGARDING CHARTER SCHOOL  
OVERSIGHT AND OPERATIONS

by and between  
ANTIOCH UNIFIED SCHOOL DISTRICT  
AND ROCKETSHIP EDUCATION