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GOVERNOR



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**STATE PUBLIC CHARTER SCHOOL COMMISSION**  
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**SUBMITTAL FOR CONSIDERATION/INFORMATION**

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DATE OF POSTED SUBMITTAL: February 1, 2023

DATE OF HEARING: February 22, 2023

TO: Cathy K. Ikeda, Chairperson  
State Public Charter School Commission

FROM: Yvonne Lau, Interim Executive Director  
State Public Charter School Commission

RE: Hearing on the Charter School Renewal Performance  
for Kamalani Academy

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I. DESCRIPTION

Presentation and action on charter school renewal hearing for Kamalani Academy.

II. POLICY CONTEXT AND AUTHORITY

**Renewal, Nonrenewal, and Revocation:** Pursuant to §302D-5(a), Hawaii Revised Statutes (“HRS”), “[a]uthorizers are responsible for executing the following essential powers and duties: ... (6) Determining whether each charter contract merits renewal, nonrenewal, or revocation.”

Chapter 302D, HRS outlines guidelines for contract renewal. Specifically, Section 302D-18, HRS requires that the authorizer “issue a charter school performance report and charter contract

renewal application guidance to any charter school whose charter contract is in its final contract year. The performance report shall summarize the charter school's performance record to date, based on the data required by this chapter and the charter contract, and shall provide notice of any weaknesses or concerns perceived by the authorizer concerning the charter school that may jeopardize its position in seeking renewal."

Section 302D-18(e), HRS requires that no later than thirty days after the issuance of the performance report, the governing board of a charter school seeking renewal shall submit a renewal application to the authorizer. This section of the statute requires that the authorizer shall decide whether or not to renew the charter no later than forty-five days after the filing of the renewal application.

**Section 302D-18(f), HRS states that "In making charter renewal decisions, every authorizer shall: 1) Ground its decisions in evidence of the school's performance of the charter contract in accordance with the performance framework set forth in the charter contract; 2) Ensure that data used in making the renewal decisions are available to the charter school and the public; and 3) provide a report summarizing the evidence and basis of each decision."**

Additionally, at the Commission's October 13, 2022 General Business Meeting, the Commission took action to issue a Notice of Deficiency to Kamalani Academy as a result of the school's ***continued failure to completely address the issues*** identified in the Notice of Concern issued on June 20, 2022. Accordingly, pursuant to Exhibit E of Kamalani Academy's Charter Contract, the Notice of Deficiency will be considered in the renewal of Kamalani Academy's contract:

Additionally, pursuant to Exhibit E of Kamalani Academy's Charter Contract 3.0:

**"PROCESS FOR SCHOOLS THAT RECEIVED A NOTICE OF DEFICIENCY DURING THE CONTRACT PERIOD**

If the School received a Notice of Deficiency at any time during the contract period, the Commission will conduct a performance review hearing within 45 days of receiving the School's application for renewal. During the performance review hearing, the Commission will determine whether or not the School has earned a renewal of the charter and may apply conditions if applicable.

At the performance review hearing, the Commission may decide not to renew the Charter Contract if it is determined that the school:

**(1) Committed a material and substantial violation of any of the terms, conditions, standards, or procedures required under Chapter 302D, HRS, or the charter school contract.**

In evaluating this provision, the Commission will place a heavier emphasis on violations of law or contract when the law or contract provision was designed to protect the health or safety of students or protect equal access and equity of educational opportunities.

**(2) Failed to meet or make sufficient progress toward performance expectations set forth in the contract.**

When evaluating this provision for the Academic Framework, the Commission shall find that sufficient progress was not made toward academic performance expectations when there is a pattern of failing to meet a majority of targets, there is a pattern of failing to meet targets coupled with a downward trend in performance, or there is a pattern of failure to implement corrective action plans.

When evaluating this provision for the Organizational and Financial Performance Frameworks, the Commission shall find that progress has not been made when standards have not been met and/or there is a pattern of failure to implement corrective action plans in a timely manner.

**(3) Failed to meet generally accepted accounting principles of fiscal management.**

The Commission shall find failure to meet standards when there is a pattern of fiscal mismanagement in addition to failing to take corrective actions to address significant financial risks identified during the contract period.

**(4) Substantially violated any material provision of law from which the charter school is not exempted.**

When evaluating this provision, the Commission will place a heavier emphasis on violations of law that were designed to protect the health and safety of students and access and equity of educational opportunities.”

In accordance with Hawaii Administrative Rules (“HAR”) §8-505-20 (c), Kamalani Academy is provided with the opportunity to submit documents and to give testimony; may be represented by counsel in accordance with section 28-8.3, Hawaii Revised Statutes; and may present evidence and call witnesses on its behalf.

This hearing will be recorded, public testimony on this matter will not be taken, and the Commission may exclude irrelevant or unduly repetitious evidence. Commissioners may ask questions of both parties and their respective witnesses, if any. If necessary during the proceedings, the Commission may seek the advice of counsel in Executive Session pursuant to section 92-4, HRS, and then reconvene.

During the performance review hearing, the Commission will determine whether or not the School has earned a renewal of the charter and may apply conditions if applicable.

At the performance review hearing, per Hawaii Revised Statutes §302D-18(a), a charter contract may be renewed for successive five-year terms of duration, although an authorizer may vary the terms based on performance, demonstrated capacities, and particular circumstances of each charter school. The Commission may also grant a renewal of a charter contract with specific conditions for necessary improvements to a charter school.

The Commission may also decide not to renew the Charter Contract in accordance with Hawaii Administrative Rules §8-505- 10 for the reasons stated in Hawaii Revised Statutes §302D-18(g):

A charter contract may be revoked at any time or not renewed if the authorizer determines that the charter school did any of the following or otherwise failed to comply with the provisions of this chapter:

- (1) Committed a material and substantial violation of any of the terms, conditions, standards, or procedures required under this chapter or the charter contract;
- (2) Failed to meet or make sufficient progress toward performance expectations set forth in the contract;
- (3) Failed to meet generally accepted standards of fiscal management; or
- (4) Substantially violated any material provision of law from which the charter school is not exempted.

### III. BACKGROUND

#### A. RENEWAL CRITERIA

At the October 29, 2018 and May 26, 2022 General Business Meetings, the Commission approved the contract renewal criteria which allows schools that receive zero notices of deficiency during the contract term, and meet all performance targets on the academic, financial, and organizational performance frameworks to receive a five-year contract. Schools that receive zero notices of deficiency during the contract term that partially meets or does not meet performance targets on the academic, financial and organizational performance frameworks or has a major compliance issue will receive one of the following: 1) a 5-year contract with conditions and assurances; or 2) a 1-year extension of contract 3.0; or 3) non-renewal. **Schools that receive a notice of deficiency during the contract term will receive either a 5-year contract with conditions and assurances or non-renewal.**

As the contract renewal criteria was originally approved prior to the COVID-19 pandemic, it is important to note that schools' performance on performance targets may have been impacted by the pandemic during the life of the charter contract. For the academic performance targets,



StriveHI testing did not take place in school year 2019-2020 and is not recommended for high-stakes decision making in SY 2020-2021.

In consideration of the effects of the COVID-19 pandemic on our public charter schools, at the [May 26, 2022 general business meeting](#), the Commission took action to allow schools with the opportunity for schools to provide additional documentation of school specific initiatives, systems, and tools used to monitor growth and well-being during the pandemic as recommended by the P&A Committee at the April 14, 2022 meeting.

<b>No Notice of Deficiency (NOD) during contract term:</b> Direct to Commission for decision-making	Meets performance targets on all Frameworks for all years of Contract 3.0 →	• 5-year contract
	Partially meets performance targets → Bring additional data for Commission consideration (optional) OR Does not meet performance targets for any of the Frameworks during Contract 3.0 OR Major compliance issue(s)	• 5-year contract with conditions and assurances • 1-year extension of Contract 3.0 to give school opportunity to achieve satisfactory performance and earn a 5-year contract • Non-renewal
<b>Notice of Deficiency (NOD) during contract term:</b> Hearing before Commission	Follow renewal criteria in Contract 3.0 → Bring additional data for Commission consideration (optional)	• 5-year contract with conditions and assurances • Non-renewal

Figure 1: Renewal Contract Renewal Criteria, approved October 29, 2018 & Approved May 26, 2022.

#### IV. INFORMATION FOR CONSIDERATION

##### Kamalani Academy Current Mission:

Kamalani Academy believes that each of our students is born with great abilities. We use the arts to release those talents. The arts enhance the learning of core academic subjects and, also, provide students with vital skills such as creativity, communication, leadership, and collaboration.

##### Kamalani Academy Current Vision:

A space where children become leaders, prepared for a Twenty First Century we cannot even imagine.

##### A. APPLICATION CHECKLIST

- The school's submitted renewal application is attached as **Exhibit 5**

Kamalani Academy: Charter Contract Required Documents		
Required Submissions	Submitted by 12/15 at 4:30 PM	Comments
1. 2022 Contract Renewal Application (hard copy)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Hard copy and electronic copy submitted
2. Application signed by GB Chair	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Governing board resolution authorizing the governing board chair to sign the application	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Waiver from the Board of Education (BOE) High School Graduation Requirements (if applicable)	N/A	
5. Lease(s) for each school campus, approved as to form and signed by the school's Deputy Attorney General (DAG)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	School submitted a sublease between Kamalani Foundation and the school, effective until June 30, 2026. Sublease is approved as to form and signed by the school's Deputy Attorney General (DAG)
6. Completed five year budget workbook	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. Board Member Information form for each governing board member	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Has or wants virtual and/or blended program	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

B. APPLICATION REQUESTS

- School requested revision to Mission and Vision
  - **Kamalani Academy Current Mission:**
    - Kamalani Academy believes that each of our students is born with great abilities. We use the arts to release those talents. The arts enhance the learning of core academic subjects and, also, provide students with vital skills such as creativity, communication, leadership, and collaboration.
  - **Kamalani Academy Proposed Revised Mission:**
    - Our school mission is to prepare our students to participate in their community's using *aloha*, *ho'ihi*, and having a *malama* mentality. That their individual talents can be used to move the world forward in unity, knowing that in order to be a contributing member, one must have love, respect, and acceptance of self and others.
  - **Kamalani Academy Current Vision:**
    - A space where children become leaders, prepared for a Twenty First Century we cannot even imagine.
  - **Kamalani Academy Proposed Revised Vision:**
    - Kamalani Academy inspires and empowers future leaders to aloha (love), ho'ihi (respect) and malama (take care of/contribute) the community.

APPLICATION CONCERNS

- School did not complete the Projected Enrollment section, by grade level

C. ACADEMIC DATA<sup>1</sup>

CHARTER PERFORMANCE (TARGETS/ACTUAL) (Exhibit 1)

- School's academic performance based on the Contract expectations.

COMPARISON (Exhibit 2)

- School's StriveHI academic proficiency performance in Language Arts (LA), Math, and Science compared to Complex, Complex Area, the Charter School Complex, and State.

D. FINANCIAL PERFORMANCE

RISK ASSESSMENTS: LAST FIVE YEARS (Exhibit 1)

- SY 17-18: MODERATE

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<sup>1</sup> In light of the pandemic, StriveHI testing did not take place in school year 2019-2020 and had low participation levels in school year 2020-2021. It is not advisable to use Strive-HI proficiency data alone for high-stakes decision making.

- SY 18-19: MODERATE
- SY 19-20: MODERATE
- SY 20-21: MODERATE
- SY 21-22: MODERATE

#### AUDIT FINDINGS: LAST FIVE YEARS

- **SY 17-18:** N/A
- **SY 18-19:** 2019-001 – Misappropriation of Cash Criteria: The School should have a segregation of duties between check preparers and check signers; designated funds from a restricted bank account should not be used for purposes other than their intended purposes. Condition: During the course of the audit, we became aware that a misappropriation of cash had been perpetrated at the School office. The misappropriation was perpetrated by the School's principal, whereby funds were taken from the School's Native Grant Account, the bank account associated with the Native Grant for Hawaiian native students. The principal wrote a check to themselves, cashed the check, and then used the funds to obtain a cashier's check for \$2,500 to deposit into their personal bank account. The principal explained that they had obtained the cash to make a donation to a nonprofit entity on behalf of the School in appreciation for all the nonprofit entity does for the School. The misappropriation occurred primarily due to a failure in controls specifically related to segregation of duties regarding the preparation of checks and signing of checks. The misappropriation was also determined to have occurred from a grant account in which a donation is not an allowed expense from this account. The misappropriation was discovered by management during the bank reconciliation process. The funds were also returned to the School's Native Grant Account in full, after the incident was brought to the School's attention. **[Corrected]**
- **SY 19-20:** The School's finance committee did not review the monthly bank statements and bank reconciliations. **[Corrected]**
- **SY 20-21:** Internal control over financial reporting- financial statements were not prepared in accordance with GAAP; financial reports required significant adjustments **[Corrected]**
- **SY 21-22:** N/A

#### E. ORGANIZATIONAL PERFORMANCE

##### SITE VISITS (Exhibit 3)

- Staff conducted two site visits to the school in 2022. A desk review of the organizational performance framework was conducted prior

to the visits. Visits included performance framework review and classroom walkthroughs/observations.

- Prior to the first site visit, the school completed a self-reflection form **(Exhibit 4)**

F. AREAS FOR FURTHER CONSIDERATION

- **Notice of Deficiency:** Kamalani Academy was issued a Notice of Deficiency at the Commission's October 13, 2022 General Business Meeting. Pursuant to Exhibit E of Kamalani Academy's Charter Contract 3.0, the Notice of Deficiency should be considered in the renewal of Kamalani Academy's contract. **(See Exhibit 6)**
- **Investigative Findings** and **possible violations of Charter Contract provisions**

Additionally, the following table illustrates the Commission General Business Meeting motions and minutes from the recent meetings in which Kamalani appeared before the Commission.

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes								
10/28/2021  (Link to <a href="#">submittal</a> and <a href="#">minutes</a> )	<p><b>October 28, 2021 Commission General Business Meeting:</b> <i>Agenda item: Discussion on School year 2021-2022 Charter School Enrollment October 15th Count and Enrollment Count Irregularities</i></p> <ul style="list-style-type: none"><li>Kamalani Academy Charter School’s (Kamalani) enrollment increased by 169 students between the DOE August 2021 official enrollment count and the October 15 2021 enrollment which more than doubled the school’s enrollment. Kamalani’s enrollment counts are summarized below:</li></ul> <table><tr><td></td><td><b>Enrollment Count</b></td></tr><tr><td>May 15 Enrollment Projection</td><td><b>263</b></td></tr><tr><td>DOE August Official Enrollment Count</td><td><b>166</b></td></tr><tr><td>October 15 Enrollment Count</td><td><b>335</b></td></tr></table> <ul style="list-style-type: none"><li>The Commission staff had previously been aware of the significant enrollment increase for Kamalani as the school reported at its September governing board meeting publicly that the school had initiated a virtual learning program utilizing Harmony Education Services that was going to bring in more than 180 students. At that time, the Commission staff requested more information on this from the school governing board and administration; however, no information was provided to the Commission, despite several repeated inquiries.</li></ul>		<b>Enrollment Count</b>	May 15 Enrollment Projection	<b>263</b>	DOE August Official Enrollment Count	<b>166</b>	October 15 Enrollment Count	<b>335</b>	<p><b>“Motion to issue a Notice of Concern to Kamalani Academy and Alaka’i O Kauai PCS to request pertinent information, including but not limited to student enrollment information and whether the program meets the Commission’s guidelines for blended and virtual programs.”</b></p>	<p>At the October 28, 2021 General Business Meeting, Amanda Fung, Kamalani School Director, stated the following:</p> <ul style="list-style-type: none"><li>Fung stated that the school has communicated to Commission staff. She stated that the Commission requested to speak with the governing board chair and that the governing board chair was leaving for a trip and deferred to Fung. She shared Lau emailed back requesting to speak to a governing board member.</li><li>Fung clarified that the school is not funding homeschool students or that the program was meant for that. She said parents wanted their children to be home and then enrolled into the school’s program.</li><li>Fung stated that the school did not seek out students for their virtual program and that they are tax paying individuals with a right to attend a public school.</li><li><b>Fung clarified that the school’s teachers are in Hawaii and licensed, the school has followed its enrollment procedures per its documentation, and that not all new students are online.</b></li><li>Commissioner D’Olier asked if every</li></ul>
	<b>Enrollment Count</b>										
May 15 Enrollment Projection	<b>263</b>										
DOE August Official Enrollment Count	<b>166</b>										
October 15 Enrollment Count	<b>335</b>										

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
	<ul style="list-style-type: none"> <li>• Kamalani has not been authorized in its Charter School Contract to provide a virtual learning program.</li> <li>• At the beginning of the 2021-2022 School Year the school stated that it was going back to 100% in person learning as its reopening plan.</li> </ul> <p><b>October 28, 2021:</b> Following the Commission meeting, a Motion was passed to issue a Notice of Concern to the Kamalani Academy Governing Board in accordance with Exhibit D: Intervention Protocol of the Charter Contract regarding Admission, Enrollment, and Unauthorized Virtual Learning Program.</p>		<p>online student has an assigned in-person teacher. Fung confirmed that there is one teacher on campus, two teachers off campus, and they meet with the students regularly. In addition, the team meets with Harmony at least one or twice a week.</p>
<p><b>11/15/2021</b></p> <p>(Link to <a href="#">submittal</a> and <a href="#">minutes</a>)</p>	<p><b>November 15, 2021 Commission General Business Meeting:</b> <i>Agenda item: Update on Enrollment Irregularities and Notice of Concern (NOC) issued on October 28, 2021 to Kamalani Academy regarding public charter school contract violations</i></p> <p><b>November 16, 2021:</b> NOC was resolved. Letter of NOC resolution sent to school.</p>	<p><b>“Motion to rule that Kamalani did not have the authority to open a new virtual, blended, or alternate program without going through the Contract amendment process provided in the Contract.”</b></p> <p><b>“Motion to authorize 152 students as Kamalani’s official State enrollment number.”</b></p>	<p>At the November 15, 2021 General Business Meeting, Amanda Fung, Kamalani School Director, stated the following:</p> <ul style="list-style-type: none"> <li>• Fung questioned the difference from HDOE or other charter schools that are not virtual schools using the online platform. She asked why they are able to use other programs and recalled the action taken by the Commission at its May 13th meeting. Lau clarified that the Kamalani Academy started a new program without following the processes or meeting the guidelines.</li> <li>• Commissioner Cathy Ikeda referred to the action taken by the Commission on May</li> </ul>

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			<p>13th in regards to the temporary authorization due to the COVID-19 numbers. She referred to the second part of the action which applies to schools with an existing program and noted that Kamalani Academy does not have one.</p> <ul style="list-style-type: none"> <li>● Commissioner Ikeda asked when the school's governing board made the decision in September, was there a decision to submit a charter contract amendment. If not, what is the reason for not submitting an amendment to have the virtual program in its charter contract. <ul style="list-style-type: none"> <li>○ Fung responded that the school is happy to go through that process if that is what they need to do. She felt that the May 13th action was the guidance and what they understood.</li> <li>○ She noted that the governing board discussed the virtual program at its August meeting and that there was no Commission staff present.</li> <li>○ She said if the Commission feels that it is a new program then that they are willing to compromise and do what they have to do.</li> </ul> </li> </ul>
5/26/2022	<u>May 2022:</u> Commission began receiving complaints from parents whose child/children were enrolled at Kamalani	<b>"Motion to deny the amendment request to</b>	At the May 26, 2022 General Business Meeting, Amanda Fung, Kamalani School Director, stated



Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
<p>(<a href="#">Link to submittal and minutes</a>)</p>	<p>Academy.</p> <p><b><u>May 26, 2022 Commission General Business Meeting:</u></b>  Agenda Item: Kamalani Academy Request to Amend Exhibit A of the Charter Contract to add Virtual Program.</p> <ul style="list-style-type: none"> <li>• Commission received testimony from several parents of students enrolled at Kamalani Academy testifying on Kamalani’s request to amend their charter contract to add a virtual program.</li> <li>• The Commission office had received a total of 24 complaints from parents of Kamalani Academy students regarding the refusal to release their child/children to attend another school. <ul style="list-style-type: none"> <li>○ Parents alleged that Kamalani was refusing to release their child/children from the school to transfer to another school or withdraw the student from the school, unless they turned in technology to Kamalani Academy or to pay Kamalani Academy for the technology that was not provided to them by Kamalani Academy, but rather through a company, Harmony Educational Services (Harmony).</li> </ul> </li> </ul> <p><b><u>June 2, 2022:</u></b> Commission staff sent a letter of investigation and request for documentation to Kamalani Academy to the school’s governing board members informing the school of a site inspection on June 14, 2022 as permitted by Charter Contract Section 14.4 to inspect:</p> <ul style="list-style-type: none"> <li>• all student files; all admission records; all enrollment records; and the grade book.</li> </ul>	<p><b>Exhibit A of the Charter Contract for Kamalani Academy to add a virtual program.”</b></p> <p><b>“Motion to task Commission staff to investigate the complaints received for Kamalani Academy and report back to the Commission on the results.”</b></p>	<p>the following:</p> <ul style="list-style-type: none"> <li>• Fung stated it’s the first time working with a vendor and the logistics that come with it</li> <li>• She stated the school has been fighting with parents to pay for technology which is referenced in the submission</li> <li>• She stated the school has not received notice regarding the special education items</li> <li>• She shared she had contacted the complex area superintendent and they were not aware of the issues</li> <li>• She stated the school offered a virtual program as a response to COVID-19 and that the school determined the positive impact it has on its students</li> <li>• She added that the school would be fine if the Commission did not feel the school was ready.</li> <li>• Fung referred to the parent complaints and clarified those are parents who are refusing to return equipment.</li> <li>• She noted the school is working with the Deputy Attorney General’s office.</li> <li>• She noted the school is not planning on using a vendor if the Commission approves the program and that the school will use their teacher as previously done.</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
	<ul style="list-style-type: none"> <li>The following documentation was also requested but none of these documents have been provided to the Commission:               <ul style="list-style-type: none"> <li>(1) a copy of the contract between Kamalani Academy and Harmony Educational Services;</li> <li>(2) a copy of any agreements signed by parents that were provided the technology that Kamalani Academy claimed they must return or pay for;</li> <li>(3) a copy of the invoice for the computers purchased to support the families enrolled in Harmony;</li> <li>(4) any communications sent to these same students and their parents regarding the requirements to return the technology Kamalani Academy is now claiming they must return or pay for (emails, copy of the Kamalani Academy Handbook, orientation documentation, etc.).</li> </ul> </li> </ul> <p><b>June 14, 2022:</b> Commission staff conducted the first site visit, which included reviews of student files and interviews of Kamalani Academy staff.</p> <ul style="list-style-type: none"> <li>Commission staff interviewed both Kamalani Academy staff members that are responsible for enrollment.</li> <li>Commission staff also reviewed student records for students in grades Kindergarten through grade 6, but were not able to review all of the records for grades 7 and 8.</li> </ul>		

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	<ul style="list-style-type: none"> <li>○ For students in K-6 grade, Kamalani Academy's enrollment as of June 12, 2022 was 237 students; the total number for K-8 was 306.</li> <li>○ Commission staff only saw files for 187 students, 50 student's files were not provided to Commission staff/not made available. <ul style="list-style-type: none"> <li>■ Of those 187 student files, 95 of the student files did not contain the required SIS 10W form (the enrollment form filled out by parents) of which all students enrolled at a public school should have in their file.</li> <li>■ Additionally, there appeared to be no system for filing: quarterly and end-of-year grades were inconsistently included in student files, with only some files including birth certificates and a completed Form 211 Certificate of Release.</li> </ul> </li> <li>○ Commission staff could not conclude based on the files inspected that students were properly enrolled at Kamalani Academy given the lack of documentation OR actual student files.</li> <li>○ Summarized simply, there is no evidence of a consistent filing convention.</li> <li>○ Although requested for review, the grade book for Teacher Krystyl Fenton was not</li> </ul>		

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	made available to Commission staff.		
<b>6/20/2022</b>  <a href="#">(Link to minutes)</a>	<p><b><u>June 20, 2022 Commission General Business Meeting:</u></b></p> <ul style="list-style-type: none"> <li>Commission received an update and discussed the findings thus far in the investigation of the Kamalani Academy Parent Complaints as well as the projected enrollment count discrepancy. <ul style="list-style-type: none"> <li>Based on the Commission staff's site inspection, Interim Executive Director Lau stated that a Notice of Concern would be issued to the Kamalani Academy Governing Board in accordance with Exhibit D: Intervention Protocol of the Charter Contract.</li> </ul> </li> </ul> <p><b><u>June 20, 2022:</u></b> Notice of Concern #2022.06.O.13 was issued regarding Projected Enrollment, Student Records, and Governance.</p> <ul style="list-style-type: none"> <li>The Notice of Concern was issued for Kamalani Academy's failure to comply with the terms and conditions of the Charter Contract for the following: <ol style="list-style-type: none"> <li>1. Inaccurate Projected Student Enrollment for SY 22-23;</li> <li>2. State of Student Records;</li> <li>3. Governance; and</li> <li>4. Release and Withdraw of Students.</li> </ol> </li> <li>As specified by the Intervention Protocol found in Exhibit D of their Charter Contract, a school governing board is required to provide a written response to the Commission within 14 calendar days of the date of the Notice of Concern.</li> </ul>	<p><b><i>Update only, no motion passed</i></b></p>	<p>"Commissioner D'Olier asked Kamalani School Director, Amanda Fung if the school would be able to provide the DOE forms by July 5th. Fung responded yes but that the school has been using their own form.</p> <p>Fung stated the following:</p> <ul style="list-style-type: none"> <li>when the school was audited previously, they were not told that they could not use their own form.</li> <li>She reiterated that the school can have it (provide the DOE forms ) by July 5th.</li> <li>She explained that it was difficult to have an exact number because there were families transitioning from online to the in-person program and to other schools.</li> <li>She added that it would be helpful if there was a formula provided.</li> </ul> <p>Commissioner D'Olier and Fung discussed the incomplete HDOE forms, current enrollment, and projected enrollment numbers.</p> <p>Commissioner Cleary shared that typically a school would project a budget a year prior that is based upon the student count.</p> <ul style="list-style-type: none"> <li>She discussed methods used to determine accurate projected enrollment numbers which included student interest or</li> </ul>

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	<ul style="list-style-type: none"> <li>○ In addition to a written response required by the Notice of Concern, the school was requested to provide the following additional documentation listed below. This additional information was to help determine the validity of their projected May 15th enrollment count: <ul style="list-style-type: none"> <li>■ completed and signed hard copies of Student Enrollment Forms (“SIS 10W”) for each student that is currently enrolled in Kamalani Academy. Disaggregated students by Brick and Mortar students and Harmony students.</li> <li>■ completed application forms for each student that is currently enrolled in Kamalani Academy. Please note, the application form is the document filled out and submitted by the prospective student prior to acceptance and enrollment.</li> <li>■ a plan detailing how Kamalani Academy will withdraw students from the Kamalani Academy system, including students previously in the Harmony program</li> <li>■ copies of Governing Board agendas and minutes from Governing Board Meetings up to and including the most recent meeting August 13,</li> </ul> </li> </ul>		<p>applications.</p> <ul style="list-style-type: none"> <li>● She asked where the projected enrollment number came from.</li> </ul> <p>Commissioners Cleary and D’Olier discussed how a school could determine its projected enrollment.</p> <p>Fung provided examples of the student enrollment changes and believed that the Office Manager responded with that information which was not the most accurate answer.</p> <ul style="list-style-type: none"> <li>● She stated the school is not enrolling 100+ above the enrollment at the beginning of the year.</li> <li>● She said having a clear projection formula would help charter schools.</li> </ul> <p>Murray shared she was prepared to provide a status update on the parent complaints.</p> <ul style="list-style-type: none"> <li>● She stated that all the students have been released and records transferred.</li> <li>● She stated the school staff cooperated with Commission staff during its visit and had access to all the student records in the room referred to by Le Bas.</li> <li>● She was not aware that the discussion would be around projected enrollment.</li> <li>● She added that the capacity of the school is 460 students and the 263 number provided was not the capacity of the</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
	<p>2020 through December of 2020; March 10, 2022 (access denied); May 12, 2022 (no minutes posted) as displayed on the website as of 4:00 PM on June 20, 2022.</p> <p><b>June 21, 2022:</b> Governing Board Chair Murray asked for clarification via email on the requested items in the Notice of Concern.</p> <ul style="list-style-type: none"> <li>● June 22, 2022, Interim Executive Director Lau responded and reiterated the requested documentation as stated in the Notice of Concern, provided a copy of the HIDOE Reference Guide for Registrar and Clerks and video training conducted during the Spring training on Registrar duties. Executive Director Lau clarified that Kamalani Academy’s detailed plan for the withdrawal of Kamalani students, including students previously in the Harmony program must include: <ul style="list-style-type: none"> <li>○ a list of all students enrolled as of June 21, 2022;</li> <li>○ a completed Certificate of Release (Form 211) for every student that Kamalani Academy has released per the parent’s request to withdraw or transfer their child/children;</li> <li>○ and evidence of release in Infinite Campus for each student.</li> </ul> </li> </ul> <p><b>July 5, 2022:</b> Kamalani Academy responded to the Commission’s Notice of Concern (2022.06.O.13). On the</p>		<p>building.</p> <p>Commissioner Alencastre referred back to the complaints and release of students.</p> <ul style="list-style-type: none"> <li>● She asked what form is or not required.</li> <li>● She shared the importance that the projection is a realistic number.</li> <li>● She commented that the school projected 100 more students to its current enrollment knowing the school does not have a blended or Harmony program moving forward.</li> <li>● Murray shared the projected enrollment was based on having a virtual program. <ul style="list-style-type: none"> <li>○ She stated the school did not know that the HIDOE form was required for charter schools and reiterated that the school uses their own form.</li> </ul> </li> </ul> <p>Commissioner Alencastre asked Le Bas what type of form the Commission was looking for.</p> <ul style="list-style-type: none"> <li>● Le Bas responded that if the school is referencing the school’s Google form application, the information needs to be in Infinite Campus. <ul style="list-style-type: none"> <li>○ He said not every student’s cumulative folder had that.</li> <li>○ He stated if it’s in another location, the Commission staff did not see it.</li> </ul> </li> </ul>

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	<p>SPCSC Response to Notice of Concern Form, the school selected “Option 1” which states that “the issue of concern is completely remedied and no further action is needed”. Additionally, Kamalani Academy submitted 34 documents in response to the requested Notice of Concern documentation. The school’s documentation did not remedy the Notice of Concern and a detailed summary of what the school submitted as well as the reasons why it did not resolve the concerns raised in the Notice of Concern, can be found in the September 8, 2022 Agenda Item VII. submittal to the Commission.</p>		<ul style="list-style-type: none"> <li>● He shared that if the school is using the Google form for parents to fill out as their application, that must be filed in the student file and the SIS-10W form must be filled out.</li> </ul> <p>Fung clarified that the school only began using the Google form last year and that every student had a hard copy prior. She stated it began during the pandemic.</p> <p>Lau summarized the update and the next steps regarding the documentation from the school. She shared relief that the students have been released but that there is still the concern regarding the technology complaint submitted by the parents.</p> <p>Murray responded that there is a parent/student handbook that has a technology use policy which states that technology owned by the school must be returned or paid for.</p> <ul style="list-style-type: none"> <li>● She noted that the policy has been instituted prior to the school opening and that the governing board will be reviewing and adjusting policies in the Summer.</li> <li>● Lau added that parents stated they did not receive any material in a way of a handbook from the school and suggested the governing board look into that.</li> </ul> <p>Commission Chair Kim noted that this is an update</p>

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			<p>only and that the Commission staff will issue a NOC.</p> <p>Commissioner D'Olier summarized the information and what the Commission was requiring from the school as far as the enrollment forms needed for every student at Kamalani School.</p> <ul style="list-style-type: none"> <li>● He shared understanding of the transitions for military students but that every child enrolled in a public school needs a form whether the Kamalani or HIDOE enrollment form.</li> <li>● Murray shared understanding.</li> <li>● Lau added that the Commission staff asked for the grade book for the teacher assigned as parents alleged incorrect grades.</li> </ul> <p>Commissioner Holck asked how many students were assigned to the one teacher.</p> <ul style="list-style-type: none"> <li>● Lau shared uncertainty but that one teacher was assigned to all students in the Harmony Program.</li> <li>● She noted that the Commission disapproved the 183 enrollment count in November.</li> <li>● She stated uncertainty if any students have left since.</li> <li>● Commissioner Holck and Lau discussed the grade levels for the program, K-8.</li> </ul>



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			<p>Commissioner Holck asked the school if the school had a contract exception to allow a teacher assigned to all grades with the number of students assigned with HSTA.</p> <ul style="list-style-type: none"> <li>● Fung responded that the school does not have a contract with HSTA.</li> <li>● She discussed the UnivServ rep changes and that HSTA has been short staffed.</li> <li>● She added that the teacher agreed to take on the students with educational assistants to assist.</li> </ul> <p>Commissioner Holck suggested that the school check with HSTA. She stated that although the teacher agreed, it is a contract violation.”</p>
<p><b>7/7/2022</b></p> <p>(Link to <a href="#">submittal</a> and <a href="#">minutes</a>)</p>	<p><b><u>July 7, 2022 Commission General Business Meeting:</u></b> Commission received an update on the Notice of Concern Student Records, Projected Enrollment for School Year 2022-2023, and Governance issued to Kamalani Academy on June 20, 2022 and the response documentation submitted by the school on July 5, 2022. Based on conversation with Commission staff and the school, Commissioners resolved the Notice of Concern issue regarding the school’s Projected Enrollment for School Year 2022-2023. The Notice of Concern issues regarding Student Records and Governance remained open.</p> <p>Commissioners’ recommended that the agenda item regarding Kamalani Academy’s Notice of Concern</p>	<p><b>“Motion to accept a projected enrollment of 161 students for Kamalani Academy.”</b></p> <p><b>“Motion to require Kamalani Academy to have all parents/guardians of enrolled students complete a common enrollment form which includes parent/guardian signature and date by July 22, 2022.”</b></p>	<p>“Governing Board Chair Ku’uipo Laumatia stated that:</p> <ul style="list-style-type: none"> <li>● there is no requirement for parent signature and date.</li> <li>● the NOC issued and the HDOE handbook cited in the NOC and clarified that it did not state a parent signature and date was a requirement.</li> <li>● she recalled informing the Commission that there are no guidelines and felt that the school is not being heard.</li> <li>● the school was audited on its enrollment previously and received commendations regarding its</li> </ul>

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	<p>#2022.06.O.13 issued on June 20, 2022 regarding Student Records and Governance and the Investigation regarding Parent Complaints return on subsequent General Business meetings so the Commission staff may report on updates.</p>		<p>organization.</p> <ul style="list-style-type: none"> <li>the school has not changed any practices with the exception of the Google form which was instituted due to the pandemic.</li> <li>the school has its own form and does not use the HDOE form.</li> </ul> <p>Commissioner Alencastre asked Laumatia what the reason is for the different student forms in the students' cumulative folders.</p> <ul style="list-style-type: none"> <li>Laumatia responded that the school had used three different enrollment systems and forms but the forms had the same information and were consistent.</li> <li>Commissioner Alencastre and Laumatia discussed the history in the various forms used but the school followed the same enrollment process.</li> <li>Commissioner Alencastre asked why the Harmony enrollment forms were included. <ul style="list-style-type: none"> <li>School Director Amanda Fung discussed the school's intention of providing a virtual learning program due to the pandemic and Harmony providing assistance with the school's enrollment.</li> <li>She stated the school found out later that the information in the form was not accurate and</li> </ul> </li> </ul>

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			<p>created a back and forth between the school and Harmony.</p> <ul style="list-style-type: none"> <li>○ She shared that there were lessons learned from working with a vendor.</li> </ul> <p>Commission Takamura and Le Bas discussed the different enrollment forms (school created or SIS 10W) and minimum requirements of a parent/guardian signature and date.</p> <p>Commissioner Takamura summarized that the State requires a signature and date regardless of what form.</p> <ul style="list-style-type: none"> <li>● Fung responded that it's not required in the handbook.</li> <li>● Commissioner Takamura felt that the school would want the parent signature and date regardless of the form or that it was written down.</li> <li>● He asked if the forms had parent signatures.</li> <li>● Fung shared agreement that it should be included and clarified that the school's old forms had it but uncertain that 100% have it.</li> </ul> <ul style="list-style-type: none"> <li>○ She added that parents had issues with providing the digital signature in the digital forms and were submitted the forms without signature.</li> </ul>

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			<ul style="list-style-type: none"> <li>○ She said the school was going back to parents for the signature.</li> </ul> <p>Commissioner Hopkins asked if Fung contacted the Commission regarding the issue with obtaining signatures.</p> <ul style="list-style-type: none"> <li>● Fung responded no and that the school did not know it was a requirement until it was brought in the NOC.</li> <li>● She stated the school may use the SIS 10W form or school form.</li> <li>● She agreed that a signature is required.</li> </ul> <p>Commissioner Takamura felt that there is an agreement that regardless of what form is selected, that a parent signature and date is needed.</p> <ul style="list-style-type: none"> <li>● Fung responded yes.</li> </ul> <p>Commissioner Takamura asked if the school is in the process of collecting the missing signatures.</p> <ul style="list-style-type: none"> <li>● Fung responded yes.</li> <li>● She shared that the school did not receive an approval to continue for next year and is working on disenrolling students.</li> </ul> <p>Commissioner Takamura asked if there is a timeframe to obtain signatures on the enrollment forms.</p> <ul style="list-style-type: none"> <li>● Fung responded before the beginning of the school year.</li> </ul>

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			<p>Commission Vice Chair Ikeda asked Commission staff what the urgency is in the student enrollment projection. In addition, she asked for more information regarding the audit referenced earlier in the discussion.</p> <ul style="list-style-type: none"> <li>● Fung responded that a group of Commission staff audited the Kindergarten to second grade student cumulative files and registration forms.</li> <li>● Performance Specialist Martha Evans referred to a NOC issued in 2019 (NOC 2019-O7M09) to Kamalani regarding issues pertaining to an anonymous complaint submitted through HIDOE. She stated: <ul style="list-style-type: none"> <li>○ Commission staff reviewed its records and identified eight students that had birth dates after July 31st, the minimum cutoff date to enroll into Kindergarten.</li> <li>○ a letter was issued in October 2019 that the governing board investigated the complaint and the Vice Chair cited HIDOE's FAQ document that a student can admit a student transferring from an out of-state school and the minimum birth date is not required.</li> <li>○ that Commission staff conducted</li> </ul> </li> </ul>

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			<p>an onsite visit in November and audited the files and found no evidence of a transferred form from an out-of-state school.</p> <ul style="list-style-type: none"> <li>○ there was concern that the files were disorganized and students' records were not properly locked up upon Commission staff's arrival.</li> </ul> <p>Commissioner Takamura referenced the earlier testimony and asked if Commission staff commended the school on its files.</p> <ul style="list-style-type: none"> <li>● Fung responded that the school was told the files were good. <ul style="list-style-type: none"> <li>○ She felt that if the school was notified that it was not good then the school would have fixed it at that time.</li> <li>○ Evans reiterated that the visit was due to a complaint regarding under aged enrolled students. She stated that: <ul style="list-style-type: none"> <li>■ at the visit, the Commission staff informed the school staff, as the Principal was not on campus, regarding the concerns of under aged enrolled students and the concerns with the student</li> </ul> </li> </ul> </li> </ul>

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			<p>files not in order.</p> <ul style="list-style-type: none"> <li>■ there is a protocol on the organization of a cumulative file and that the protocol was not followed which took Commission staff time to review.</li> <li>■ the student files were not secured properly at that time or at its recent visit.</li> <li>■ the Commission staff were specifically reviewing enrollment records for Kindergarten students due to a complaint of enrolling under aged students.</li> </ul> <p>Fung shared that her recollection of the visit was different, she was there, and that the student files were locked up.</p> <p>Commissioner Hopkins asked if the Commission should continue on its presentation and summarized that there is an agreement there should be a parent signature and date for the form.</p> <p>Commissioner Alencastre felt uncertain in moving forward and felt there is concern</p>

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			<p>around the number of students enrolled to ascertain the projected enrollment count.</p> <p>Commissioner Jill Baldemor referred back to the number of students enrolled. She summarized her understanding:</p> <ul style="list-style-type: none"> <li>there are a total of 127 forms, 51 (out of the 127 forms) without parent signature which would be 76 forms complete/or with a parent signature, and 212 students on the school roster.</li> </ul> <p>She asked the school for information on the discrepancies of 212 on the roster and 127 forms.</p> <ul style="list-style-type: none"> <li>Fung responded that parents were notified that the school was not approved for the online program and requested notification if the student would continue with the school.</li> <li>She shared that there are families that have been traveling and are waiting for response.</li> <li>She stated there are 161 in-person students for next year with documentation (example: shot record or birth certificate)."</li> </ul>
<b>7/14/2022</b>  (Link to <a href="#">submittal</a> and <a href="#">minutes</a> )	<b>July 14, 2022 Commission General Business Meeting:</b> Commission received an additional update on the status of Kamalani Academy's Notice of Concern. Kamalani Academy Governing Board Chair Ku'uipo Murray shared that the school created a common, digital enrollment form that was	<b>Update only, no motion passed</b>	"Governing Board Chair Ku'uipo Murray stated that: <ul style="list-style-type: none"> <li>Commission staff had not reached out on the guidance for the enrollment form or cumulative folder.</li> </ul>



Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
	<p>emailed out to all families of enrolled students on July 11, 2022.</p> <p>As approved at the July 7, 2022 Commission General Business Meeting, Kamalani Academy was required to have all parents/guardians of enrolled students complete a common enrollment form, which includes parent/guardian signature and date, by July 22, 2022.</p> <ul style="list-style-type: none"> <li>On July 22, 2022, Kamalani Academy submitted a total of 60 executed enrollment forms.</li> <li>They used their "Kamalani Academy Registration Form 2022-2023 School Year" as the common enrollment form.</li> </ul> <p><b>August 5, 2022:</b> Commission staff conducted a second site visit to Kamalani Academy, which included:</p> <ul style="list-style-type: none"> <li>a review of student Cumulative (CUM) files and enrollment forms to ensure that files are grade level order, alphabetized, and included the student's parent/guardian signed and dated common enrollment form at the front of the CUM file.</li> <li>Commission staff arrived at the Kamalani Academy campus at 9:00 AM, were given access to the student records room at 9:24 AM, and departed at approximately 11:45 AM following review of the student files.</li> <li>Kamalani Academy's official enrollment count in the Statewide Student Enrollment System (SSES) as of August 4, 2022 was 190 enrolled students.</li> <li>On the August 5, 2022 site visit Commission staff only saw CUM files for 122 students (64% of</li> </ul>		<ul style="list-style-type: none"> <li>the school created a digital enrollment form that was emailed out to the families of enrolled students on Monday.</li> <li>the school received 15% of the forms back.</li> <li>she was requesting an additional week and if not, the school will continue to press forward.</li> </ul> <p>Commissioner Takamura and School Director Amanda Fung discussed the enrollment form used and required information.</p> <p>Fung stated that:</p> <ul style="list-style-type: none"> <li>the school took the original form and worked with its IT to create a digital signature line within the Google form.</li> <li>the school also offered hard copy forms to be sent to the parents.</li> <li>every student has the same form.</li> </ul> <p>Commissioner Hopkins and Fung discussed the deadline that was suggested by the school, July 22nd, to complete the forms. Fung shared that the school hoped to connect with parents at its upcoming Ho'olaulea event on July 29th.</p> <p>Commissioner Hopkins decided that an extension was not necessary as the agenda item will continue on the agenda until all conditions are met and the school is getting the enrollment forms signed and dated."</p>

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	<p>officially enrolled students had CUM files).</p> <ul style="list-style-type: none"> <li>Of the 122 CUM files present, only 88 files contained fully executed "Kamalani Academy Registration Form 2022-2023 School Year" common enrollment forms (46% of officially enrolled students had executed common enrollment forms).</li> <li>Since June, there was still a discrepancy between the number of students officially enrolled in SSES and the students' records and executed enrollment forms physically present at Kamalani Academy.</li> </ul> <p><b><u>June 21, 2022 and July 26, 2022:</u></b> Kamalani Academy Governing Board Chair and Director were sent the Hawai'i Department of Education "Reference Guide for Registrars and Clerks." Commission staff noted the specific chapters of Reference Guide which are pertinent to student records and enrollment, as well as the specific page of the Reference Guide which lists the documents that shall be in each student's Cumulative Folder per the Hawai'i Department of Education.</p>		
<p><b>8/11/2022</b></p> <p>(Link to <a href="#">submittal</a> and <a href="#">minutes</a>)</p>	<p><b><u>August 11, 2022 Commission General Business Meeting:</u></b> Commission received an update on Commission staff's site visit to Kamalani Academy on August 5, 2022 and heard from the school regarding the status of the NOC. Commission staff confirmed that 23 of the 24 parents who filed complaints or contacted the Commission regarding the schools' refusal to release their students had confirmed that their students had been released. Commission staff will follow up with the school on the outstanding parent complaint.</p>	<p><b><i>Update only, no motion passed</i></b></p>	<p>"Amanda Fung, Kamalani Academy, provided testimony on agenda item II. She requested that there be notification regarding the changes on how testimony is received.</p> <p>Amanda Fung, Kamalani Academy, provided testimony on agenda item V. She stated:</p> <ul style="list-style-type: none"> <li>the previous Commission meeting specifically around the assistance with the enrollment issues.</li> </ul>

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			<ul style="list-style-type: none"> <li>● Commission staff referred the school to an 800+ page Hawaii Department of Education (HIDOE) handbook and chart within the handbook.</li> <li>● her frustration with receiving the HIDOE material as they are a charter school.</li> <li>● the communication she received from Commission staff in response to the school's request for help.</li> <li>● the school's registrar has been out, and that the school staff has been working on cleaning up the files and that school staff has been reaching out to the families for the new form.</li> <li>● the last meeting was focused on the school having a new form with signature and now the meeting is focused on comparing the enrollment numbers with the two systems.</li> <li>● her frustration that the requirements and expectations were not clear.</li> <li>● the school has been working without a registrar.</li> <li>● that the Frameworks team has seen evidence that the school continues to work on it.</li> <li>● the Commission staff's visit and the lack of communication received during the visit regarding any issues.</li> <li>● that the school will have a new Registrar start on Monday."</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
<p><b>8/25/2022</b></p> <p>(Link to <a href="#">submittal</a> and <a href="#">minutes</a>)</p>	<p><b>August 25, 2022 Commission General Business Meeting:</b> Commission received an update on the status of the NOC.</p> <ul style="list-style-type: none"> <li>• The Commission resolved the NOC issue regarding Governance as Kamalani Academy confirmed the posting of the outstanding Governing Board meeting minutes from August 2020 - December 2020 to their website.</li> <li>• The Commission also resolved the NOC issue #4 regarding the release and withdrawal of students, as staff was able to confirm that all 24 incidents have been released and resolved.</li> <li>• <b>The Commission reiterated that the NOC issue regarding Student Records remains open and reminded Kamalani Academy that they are required to have all parents/guardians of enrolled students complete a common enrollment form which includes parent/guardian signature and date.</b></li> <li>• <b>Additionally, Commissioners reiterated that per the NOC, Kamalani Academy must provide a plan detailing how they will bring the student files up to standard and withdraw students from the Kamalani Academy system, including students previously in the Harmony program.</b></li> </ul>	<p><b>Update only, no motion passed</b></p>	<p>“Governing Board Chair Ku’uipo Murray reported that:</p> <ul style="list-style-type: none"> <li>• the parent complaints and governance issue have been resolved.</li> <li>• that the school has 153 students and 116 updated forms with 37 forms pending and working on it.</li> </ul> <p>She asked for the link to upload the enrollment forms. Lau stated Commission staff will resend the link but it’s the same link as provided previously.</p> <p>Commission Chair Ikeda referred to the NOC and stated that the Commission wants a plan.</p> <ul style="list-style-type: none"> <li>• Murray said she was not aware that a plan was required until the last meeting.</li> <li>• Commission Chair Ikeda stated it’s in the NOC.</li> <li>• Murray asked for clarification on what the plan is for and asked if it’s the signed enrollment form.</li> <li>• Lau referred to the NOC and the ask of the school was to provide a plan for the student record issue. <ul style="list-style-type: none"> <li>○ She stated the plan has not been submitted regarding the files and how it will be resolved.</li> </ul> </li> </ul> <p>Commissioner Takamura recalled the previous discussion that the school should consider notifying parents that have not submitted its form</p>

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			<p>that their student would be disenrolled.</p> <ul style="list-style-type: none"> <li>● He shared that schools are unable to enroll students without the form.</li> <li>● Murray shared the school's understanding that if a parent signed a form during its original enrollment, that the school cannot unenroll.</li> <li>● Commissioner Takamura disagreed.</li> <li>● Murray referred to the Hawaii Department of Education (HIDOE) 800-page document and inability to find that requirement.</li> <li>● The school spoke with a former DOE registrar who confirmed that was not the case to disenroll if a parent signed an enrollment form previously.</li> </ul> <p>Commissioner Harris suggested that the school look at it as the Commission will take the formal enrollment count in October based on the confirmed documentation.</p> <ul style="list-style-type: none"> <li>● He stated the missing forms are essential for the school or it would not be in the position to accept the per pupil.</li> </ul> <p>Commission Chair Ikeda clarified that there were forms that did not have parent signatures.</p> <p>Commissioner Takamura shared his understanding that the school had forms without signatures and dates.</p>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<ul style="list-style-type: none"> <li>• The Commissioner then asked the school to have parents sign and date a common enrollment form.</li> <li>• He said the form has a signature and date then it may meet the standard.</li> <li>• Murray shared understanding.</li> <li>• She referred back to the HDOE document and said there was no parent signature or date requirement.</li> <li>• She stated that the school has been trying to comply by contacting families through phone calls and emails from July.</li> <li>• Commissioner Takamura and Murray discussed the parent signature and date requirement on the enrollment form further.</li> </ul> <p>Lau recalled the previous discussion and action of the Commission that required the school to use a common enrollment form that had a parent signature and date due for the purpose of its enrollment.</p> <ul style="list-style-type: none"> <li>• She stated the reason was due to the discrepancies within the forms found or not found in the student files.</li> <li>• In addition, the school would receive its per pupil funds based on the number of enrollment forms with signature and date.</li> <li>• She stated Commissioner Takamura is referring to those forms which are to be uploaded to ShareFile as evidence that</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<p>the students are enrolled in your school.</p> <ul style="list-style-type: none"> <li>● She stated the official enrollment count, October 15th, is approaching and the Commission will review the enrollment forms, or common form, for the date and signature by the parent/guardian to pay the school accordingly.</li> <li>● The Commission also asked the school to provide an update at each meeting until the NOC is resolved.</li> <li>● Murray shared understanding. <ul style="list-style-type: none"> <li>○ She stated the school is having difficulty and felt that the school is unable to force parents.</li> <li>○ She added that she was not aware that the forms will determine its per pupil allocation.</li> <li>○ She summarized that the school understands it clearly now.</li> </ul> </li> </ul> <p>Lau recalled at the last Commission meeting, the Commission discussed ensuring that the student files were updated and should accurately reflect the education received at the school. She summarized the Commission staff's site visit and the state of the student files and enrollment forms.</p> <ul style="list-style-type: none"> <li>● Murray shared understanding.</li> </ul> <p>Commissioner Takamura asked Murray if she understands that the final enrollment count will</p>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<p>be based on the signed and dated enrollment forms the school has.</p> <ul style="list-style-type: none"> <li>● Murray asked if that is a requirement of all charter schools.</li> <li>● Commissioner Takamura discussed the importance of the enrollment form which covers a school's liability to have a child at their school.</li> <li>● Lau clarified that it is a requirement that the Commission placed on the school due to the NOC.</li> <li>● Murray clarified that it's not a requirement of the law or the Commission.</li> <li>● Commissioner Cleary responded that it's a requirement of the NOC.</li> <li>● Murray felt that it's a requirement only for the school.</li> <li>● Commission Chair Ikeda stated that schools need an accurate number to receive its per pupil.</li> </ul> <p>Commissioner Alencastre referred the school to the NOC provided in June that outlined the requirements and expectations. She stated it is to ensure the number is accurate, students are accounted for, and funding is received by the school to run its program.</p> <ul style="list-style-type: none"> <li>● Murray shared understanding.</li> <li>● She summarized that it's not a requirement of the law but that the</li> </ul>



Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<p>Commission put it in place for the school.</p> <ul style="list-style-type: none"> <li>• Commissioner Takamura disagreed with the statement and discussed the importance of the enrollment form.</li> </ul> <p>Murray felt that there was no requirement in the 800-page document that required signature.</p> <ul style="list-style-type: none"> <li>• Commissioner Takamura reiterated the Commission's action related to the NOC.</li> <li>• He stated that it's not only reading the document but taking into consideration the decision and direction the Commission has given to the school.</li> <li>• Murray stated it has not been outlined.</li> <li>• Commission Chair Ikeda stated it's in the NOC.</li> </ul> <p>Commissioner Alencastre asked if the Harmony students had been released.</p> <ul style="list-style-type: none"> <li>• Murray responded yes.</li> <li>• Foehr clarified that the 24 families that filed complaints with the Commission have been enrolled in other education settings.</li> <li>• Commission Chair Ikeda summarized that the Release and Withdraw of Students (#4 of the NOC) has been completed.</li> </ul> <p>Ka'ai confirmed that the governing board minutes were uploaded to the website in her review that morning.</p>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<ul style="list-style-type: none"> <li>Commission Chair Ikeda confirmed that the Governance issue (#3 of the NOC) has been completed.</li> </ul> <p>Lau stated that the student enrollment (#1 of the NOC) and state of the student records (#2 of the NOC) are still outstanding. Commissioners discussed the SIS form and requirement of parent signature.</p> <p>Commission Chair Ikeda praised the school on its progress and reiterated that there are two outstanding issues to complete.</p> <p>Murray asked for the reference provided by Commissioner Cleary.</p> <ul style="list-style-type: none"> <li>Commissioner Cleary noted it's the SIS form, or the common form that has been discussed, and available on the HIDOE/BOE website.</li> <li>Commission Chair Ikeda and Ka'ai discussed the ShareFile link that was re-shared with Murray that morning.</li> </ul> <p>Commissioner Takamura and Murray discussed notifying the parents who have not signed the form.</p> <ul style="list-style-type: none"> <li>Murray requested for the statute that requires the signature of the parent/guardian.</li> <li>She stated there are families who have</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			been enrolled for the last five years and concerns with requiring them to sign a new form.”
<b>9/8/2022</b>  (Link to <a href="#">submittal</a> and <a href="#">minutes</a> )	<p><b><u>September 8, 2022 Commission General Business Meeting:</u></b></p> <ul style="list-style-type: none"> <li>The Commission received an update on the status of the NOC</li> </ul> <p><b><u>September 30, 2022:</u></b> Commission Interim Executive Director Lau notified the school of a follow up site visit on Monday, October 3, 2022 to inspect and verify the school’s representation that all student files had been updated. Fung responded as follows:</p> <p><i>“We do not agree with the CUM file folder investigation you set up for 10/3. We were not given any commission file standards after having asked repeatedly. No commission staff have come to our school to work with us to ensure that undocumented expectations are being met. There have been no requirements provided for CUM file folders. Therefore, we do not understand how commission staff will be reviewing our files and on what basis.</i></p> <p><i>We have completed the NOC tasks asked of us by commissioners with diligence and fidelity. All of our enrollment forms for all registered students have been submitted to commission staff. There was no mention in any commission meeting regarding staff coming out to the school to do another investigation once our requirements were fulfilled.</i></p>	<p><b><i>Update only, no motion passed</i></b></p>	<p>At the September 8, 2022 General Business Meeting, Amanda Fung, Kamalani School Director, stated:</p> <ul style="list-style-type: none"> <li>Fung reported that the school had uploaded a total of 138 common enrollment forms signed and dated by parent/guardian. She noted that 17 forms were still outstanding for a total of 155 students.</li> <li>Commissioner Alencastre further clarified that the school should continue to reach out to the families for the new forms as agreed upon with the Commission at the July 7, 2022 General Business meeting. <b>Additionally, the school was asked about the plan to address how the school plans to bring the files up to standard.</b></li> <li>Fung stated the school has not created a plan, as they had not been aware of that requirement, but has been working on it. She stated the requirement was to provide the forms before the October 15<sup>th</sup> count date which would determine the schools per pupil allocation. She added that the school was not aware of that as well. However, she said she can write up</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
	<p><i>Additionally we are extremely disappointed that no commission staff could visit our school over the past 3 months for 30-60 mins to provide student file guidance; however, now four staff have 6 hours of time to go through our files equaling 24 hours of staff time.</i></p> <p><i>Therefore we humbly request that the purpose and reason for this investigative review be discussed in the next commission meeting. If commissioners approve commission staff to come to our school and spend that much time reviewing our files, that prior to negotiating a date that is convenient for our faculty and staff to be available, a detailed requirements document will be provided with examples; and that someone from your staff (one person) who we agree upon, will meet with our registrar in the spirit of “helping” to organize student files at least 2 weeks prior to a scheduled and agreed upon student file investigation review.</i></p> <p><i>Next week is fall break. Our faculty and staff have full schedules already booked and we will not be able to accommodate your staff for 6 hours on 10/3, until the above request has been fulfilled.”</i></p> <p>Accordingly, Commission staff was unable to verify the state of the student files and records for current and former students in accordance with the requirements of State and federal law as stated in the Notice of Concern, despite Fung’s representation at the September 8, 2022 general business meeting, that all of the files have been updated</p>		<p>a plan but the school will continue to contact the families.</p> <ul style="list-style-type: none"> <li>• Upon further discussion with Commissioner Carl Takamura, <b>Fung stated the files have been up to date since the Commission staff’s last visit.</b></li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
	since the Commission staff's last visit.		
<b>10/13/2022</b>  (Link to <a href="#">submittal</a> and <a href="#">minutes</a> )	<p><b><u>October 13, 2022 Commission General Business Meeting:</u></b></p> <ul style="list-style-type: none"> <li>Commission took action to escalate the Notice of Concern and issue a Notice of Deficiency and direct Kamalani Academy to provide access to the student records for inspection by Commission staff no later than October 31, 2022 and to transfer all outstanding student files to receiving schools no later than October 31, 2022.</li> </ul> <p><b><u>October 17, 2022:</u></b> Notice of Deficiency sent to school via Email and U.S. Mail, Certified Mail, Return Receipt Requested <b><u>(See Exhibit 6)</u></b></p> <p><b><u>October 28, 2022:</u></b> Commission staff inspected Kamalani Academy's records and confirmed that the currently enrolled student's files were in reasonable order and in alignment with the requirements.</p> <ul style="list-style-type: none"> <li>Student files for former students were still a work in progress and the school would need to continue to work towards placing those records in reasonable order.</li> </ul>	<p><b>"Motion that the Commission escalate the Notice of Concern and issue a Notice of Deficiency and direct Kamalani Academy to provide access to the student records for inspection by Commission staff no later than October 31, 2022 and to transfer all outstanding student files to receiving schools no later than October 31, 2022."</b></p> <p><b>"Motion that the verified enrollment for Kamalani Academy for the 22-23 SY be determined by the number of students in the Department of Education's Statewide Student Enrollment System as of the October 15, 2022 enrollment count date."</b></p>	<p>At the October 13, 2022 General Business Meeting, Amanda Fung, Kamalani School Director, stated the following regarding a <b><u>parent request to transfer a student:</u></b></p> <ul style="list-style-type: none"> <li>At the previous Commission meeting on 9/8/2022, Kamalani reported that all students had been withdrawn and enrollment records were transferred to the receiving schools.</li> <li>However, Commission staff was copied on an email from a parent on September 28th stating that their student file had not been transferred or received by the new school. The student has been released but the folder or files are missing.</li> <li>Fung stated that she was not aware of the student file situation and did not receive any email or communication from Commission staff. She stated that if a request is received, the school would handle it immediately. She reiterated that the school has sent everything that they are aware of. She noted there were 'no shows' by the date.</li> <li>Later in the meeting, Fung clarified that the email request was delivered to its staff's junk email folder and that it was not sent because the file is with another</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<p>school. She stated the staff is calling the other school for the file.</p> <ul style="list-style-type: none"> <li>Commissioner Alencastre asked for clarification on the student's enrollment and file location. Fung stated that the school has been waiting on the file from its previous school. She noted it happens when students transfer to multiple schools. Commissioner Alencastre asked how long the student has been with the school. Fung responded that the student enrolled last school year. Commissioner Alencastre commented that the school has had a student for a year without its academic records. Commissioner Takamura clarified that the school still has a record for the student but that it's an incomplete record. He stated that the request was correct and the school has part of the file since and should have had the entire record. He emphasized the responsibility for the school to get a complete file and submit it to the requesting school. Fung responded that the school is taking care of it. <p>Regarding the <b><u>Student Enrollment Files</u></b>, Fung stated:</p> <ul style="list-style-type: none"> <li>Fung stated that the HDOE checklist lacked information regarding the state of the records such as order or organization.</li> </ul> </li></ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<ul style="list-style-type: none"> <li>Commissioner Takamura clarified that the school received the registrar's reference guide in June. Fung stated that all the documents on it were in the student folders during the original visit (June 14, 2022).</li> </ul> <p>Regarding <b><u>Kamalani Academy's Contract with Harmony Educational Services</u></b>, Fung stated:</p> <ul style="list-style-type: none"> <li>Fung stated that the school does not have a contract with Harmony.</li> <li>Commissioner Takamura asked if the school paid Harmony. Fung responded no. She stated the school was concerned that the school would be billed for the technology that was purchased on behalf of the school. However, the school had not received a bill from Harmony.</li> <li>Commissioner Takamura asked what Harmony services were provided to its students. Fung responded that Harmony assisted with providing some of the curriculum taught at the school.</li> <li>Commissioner Takamura clarified that Harmony did it for free. Fung responded that the school did not pay Harmony.</li> <li>Commissioner Alencastre asked for clarification that Harmony provided curriculum and technology resources without a formal agreement or contract with the school. Fung responded that</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<p>there was no contract, the school did not pay anything, and that Harmony helped get the school's standards digitally. She stated it was like a pilot program to see if they would work with Harmony in the future.</p> <ul style="list-style-type: none"> <li>● Commissioner Takamura asked if the technology students received was from Harmony. Fung responded that it came directly from Harmony and not the school.</li> <li>● Commissioner Takamura asked why the school requested families to return the technology if there was no relationship with Harmony. In addition, why would the school tell the parents that the school would not release the students without the technology. Fung responded that the school was told by a Harmony employee that the school would be billed for the technology. She noted that it was not in writing nor in a contract.</li> <li>● Commissioner Holck asked if Harmony had access to the student information. Fung responded no.</li> <li>● Commissioner Takamura asked how grades were given. Fung responded that the teacher of record was Krystyl Fenton. She noted she is trying to gain access to the grade book. Fung responded that Fenton was a Kamalani teacher who worked there for four years and is a</li> </ul>



Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<p>licensed Hawaii teacher.</p> <ul style="list-style-type: none"> <li>• Commissioner Takamura asked if Harmony had student information. Fung responded no and that it was Fenton and the school's student services coordinator (SSC).</li> <li>• Commissioner Holck asked Fung to get information from Harmony and that she suspects that Harmony has some information to provide the students with the computers and curriculum. She recalled that the school did not purchase the computers and Harmony provided it. Fung responded she will get that information.</li> <li>• Commissioner Takamura recommended that the school provide written documentation on its relationship with Harmony which would include but not limited to emails and other documents. Commission Chair Ikeda suggested including the grade book which was a part of the original investigation. Commissioner Holck suggested communication between the families and Harmony.</li> <li>• Commission Chair Ikeda summarized that there is no contract availability, agreement with parents regarding technology, and no invoice since the computers were not purchased by the</li> </ul>

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			<p>school. Fung clarified that there is only the handbook but no signed contract. She stated there is one now.</p>
<p><b>12/15/2022</b></p> <p>(Link to <a href="#">submittal</a> and <a href="#">minutes</a>)</p>	<p><b><u>December 15, 2022 Commission General Business Meeting:</u></b> The Commission received an update regarding the action taken to task Commission staff to investigate the complaints received for Kamalani Academy.</p> <ul style="list-style-type: none"> <li>• Staff provided background on the investigation regarding parent complaints against Kamalani Academy which included details about the complaints, the timeline of the complaints, and action by the Commission to initiate an investigation.</li> <li>• The Commission considered violations of the contracts and referrals to other agencies for further investigation.</li> <li>• Staff confirmed that all 24 of the students have been released and enrolled in different schools.</li> <li>• The Commission entered into an executive session to consult with the board’s attorney on questions and issues pertaining to the board’s powers, duties, privileges, immunities, and liabilities regarding Parent Complaints against Kamalani Academy and to deliberate on information that must be kept confidential pursuant to a state or federal law, or court order.</li> </ul> <p>In the meeting, Murray stated that the school had a</p>	<p><b>“Move to refer to the Hawaii Teacher Standards Board the question of whether the teacher of record during the 2021-2022 school year had the appropriate licensure to issue student grades and report cards for the students in the Harmony virtual program.”</b></p> <p><b>“Motion to refer to the Attorney General irregularities in the grading of students in the Harmony virtual program, including whether an individual outside of Kamalani Academy was given access to student records in violation of FERPA.”</b></p>	<p>Brad Foster, Governing Board Vice Chair at Kamalani Academy, read part of the written testimony submitted which included:</p> <ul style="list-style-type: none"> <li>• The governing board approved the contract with Harmony on August 11, 2021 and used the State of Hawaii contract form which was signed by Harmony on August 11, 2021 and Kamalani Academy on August 18, 2021.</li> <li>• The Commission denied the program and the contract was terminated according to the decision of the Commission to not provide per pupil funding for 183 students enrolled to pay the vendor.</li> <li>• Despite the Commission’s decision and comments made by a Commissioner, the parents petitioned for the program and the school continued the option to continue their education.</li> <li>• The comments made regarding the enrollment to Kamalani Academy were not true and discussed the max enrollment and specific enrollment form required. In addition, it was resolved at the October 13<sup>th</sup> Commission meeting.</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
	<p>contract with Harmony, but it was canceled. Murray agreed to provide the Commission with a copy of the Contract and documentation of the board's cancellation, before end of day.</p> <p><b><u>December 15, 2022:</u></b> After the Commission meeting, Ku'uipo Murray sent the Commission the following:</p> <ul style="list-style-type: none"> <li>• 2-HI DAGS Contract</li> <li>• 103D General conditions, and</li> <li>• Vendor Contract Harmony</li> </ul> <p><b><u>(See Exhibit7)</u></b></p> <p>Please note: the school did not provide a Scope of Services for the contract nor documentation of cancelation. Additionally, the Harmony agreement was not signed.</p> <p>Commission staff requested the documentation for the cancellation <b><u>(See Exhibit 8)</u></b></p> <p><b><u>January 5, 2023:</u></b> Governing Board Chair emailed a copy of a letter from Harmony President, dated January 5, 2023, claiming to have canceled the contract due to the Commission's decision not to fund the per pupil. The letter did not state when the contract was canceled. <b>(See Exhibit 9)</b></p> <p><b><u>January 12, 2023:</u></b> Kamalani Governing Board meeting, the Governing Board voted to pay Harmony \$100,000.00. It was announced by the Board treasurer, Chris Helvey, that an agreement in principle was agreed to with Harmony for \$100,000. This should be finalized within the next few weeks according to what was stated in the meeting. PJ Foehr, Interim Deputy Director, attended this Governing</p>		<p>Ku'uipo Murray, Governing Board Chair at Kamalani Academy, continued to read the written testimony submitted which included:</p> <ul style="list-style-type: none"> <li>• The school was not aware of the conversations regarding the agreement parents entered into with Harmony.</li> <li>• Kamalani Academy used an asynchronous learning platform and model that was identical to Hawaii Department of Education (HIDOE).</li> <li>• Harmony did not provide grades.</li> <li>• Due to the Commission's decision on 11/15/22, it changed the enrollment which affected its budget and could not hire additional staff.</li> <li>• Many of the parent accusations regarding Kamalani Academy's actions were false and the principal has not been afforded the right to view the complaints or address with the appropriate process.</li> <li>• Kamalani Academy does not understand the contract violations being accused of or referrals for further investigation listed in the decision-making.</li> <li>• Kamalani Academy had completed all of the Notice of Concern (NOC) requirements issued on June 20, 2022.</li> <li>• The previous testimony regarding requirements to escalate the NOC to a Notice of Deficiency (NOD) was not considered. The NOC was almost complete in October but if a</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
	Board meeting.		<p>due date was prescribed then it would automatically escalate to a NOD and felt that was not a valid requirement of Exhibit D.</p> <ul style="list-style-type: none"> <li>• The school had not been listed on the November 10 or December 8 agendas.</li> </ul> <p>Ku'uipo Murray read the written testimony submitted on behalf of Amanda Fung which included:</p> <ul style="list-style-type: none"> <li>• The NOC was issued to Kamalani Academy in response to the parent complaints which stemmed from the Commission's decision on 11/15/2021 to not provide funding for 183 students.</li> <li>• Kamalani Academy worked hard to complete the directives of the Commission with limited processes and expectations.</li> <li>• That 50% of the NOC was completed by 8/25/22 and 75% of the NOC was completed by 10/13/22</li> <li>• There were four items in the original NOC: <ol style="list-style-type: none"> <li>1. Student enrollment – completed on 10/13/22</li> <li>2. Student records</li> <li>3. Governance – completed on 8/25/22</li> <li>4. Release &amp; Withdraw – completed on 8/25/22</li> </ol> </li> <li>• That the student records would have been handled in September if the school received proper communication from Commission staff.</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<ul style="list-style-type: none"> <li>● Reference to the Contract 3.0 escalation of Notices of Concern.</li> </ul> <p>Chris Helvey, Kamalani Academy continued to read the written testimony submitted by Fung which included:</p> <ul style="list-style-type: none"> <li>● Kamalani Academy made adequate progress in the work. In addition, Kamalani Academy was not provided a corrective action plan nor was provided what laws and contract provisions were violated.</li> <li>● There were questions that were met with copy and pasted responses from staff and not answered.</li> <li>● Since November, the experience has been eye opening and disappointing. The Commission should want their schools to succeed and if lacking work to help them. The Interim Executive Director used student information to solicit parent complaints.</li> <li>● Requested that the Commission understand the intention of starting the online program which was to create an educational opportunity for its students during the uncertain time and the students were at the heart of that decision.</li> <li>● The experience has taught the school many lessons and hoped to move on and continue the work that has been done for many years.</li> </ul> <p>During the Commission meeting, Fung stated,</p>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<ul style="list-style-type: none"> <li>● Fung stated that the Harmony grades were done by a licensed teacher.</li> <li>● Fung stated that a Hawaii licensed teacher input the Harmony report cards and grades.</li> <li>● Commissioner Cleary asked what contact did the teacher have with the students she was assessing. Fung responded she had contact with some of the students. She shared there were issues with some parents responding to the school.</li> <li>● Fung stated half of the parent complaints refused to answer or meet virtually with the school. She noted that is the reason for not having a virtual program. She added there were parents that the school had zoom meetings with regarding student learning and the school's student services coordinator followed up.</li> </ul> <p>In the meeting, Murrery stated,</p> <ul style="list-style-type: none"> <li>● Commissioner Takamura asked if the school had a contract with Harmony and that it was terminated. Murray responded yes.</li> <li>● Commissioner Takamura asked for a copy of the contract, documentation sent to Harmony regarding the termination of the contract and the governing board meeting material that documented the termination of the contract. Murray</li> </ul>

Commission Meeting Date	Description of Events	Action taken by Commission	Commission Meeting Minutes
			<p>stated Harmony terminated the contract with the school. Commissioner Takamura asked for the letter that Harmony sent terminating the contract and the original contract. Murray stated that the school can provide the email. Commissioner Takamura summarized the Commission's request for the original contract and termination correspondence of that contract. Murray responded that it can be provided. Commissioner Alencastre asked when the Commission would receive the documents. Murray responded by the end of the day.</p> <p>Additionally, Commissioner Cleary asked if there was also a Family Educational Rights and Privacy Act (FERPA) agreement as related to student information in the Harmony Contract</p> <ul style="list-style-type: none"> <li>● Fung responded that it was in the DAGs contract.</li> </ul>

- INVESTIGATIVE FINDINGS

In addition to considering the Notice of Deficiency at the hearing, the Commission may also consider the investigative findings presented and discussed at the December 15, 2022 Commission General Business Meeting, Agenda Item IV. Update on the Investigation of Parent Complaints against Kamalani Academy presented at the December 15, 2022 General Business Meeting and can also be found at this [link](#).

### POSSIBLE VIOLATIONS OF CONTRACT PROVISIONS BASED ON THE ACTIONS TAKEN BY KAMALANI ACADEMY

<u>Contract</u> Provision	Action taken by Kamalani Academy	Notes
Section 4.2 Material Elements of Educational Program; (See page 13 of the <a href="#">contract</a> )	Despite the Commission’s determination on November 15, 2021 that Kamalani Academy did not have authorization under their charter contract to open and run a new virtual, blended, or alternate program without going through the Contract amendment process provided in the Contract, documentation provided by parents shows that the school continued to run the program.	<p>After Kamalani was found to not have authorization to run a virtual program, Harmony removed access to the Harmony curriculum, however in February 2021, Harmony reinstated the parent’s access to the online curriculum and parents were encouraged to stay with this program and not withdraw from the school.</p> <p>Then on February 23, 2022, parents were sent a letter from Principal Amanda Fung explaining that “. . . If you decide to unenroll your student you will have to return any technology that Harmony purchased for you. The reason for this is that Kamalani Academy is financially responsible to pay for that equipment. If this technology is not returned to Kamalani Academy we will not be able to release your child to attend another State of Hawaii Public School as this is an unresolved financial obligation. . . .” (See <b>Exhibit 10</b> - Kamalani</p>



<b><u>Contract</u> Provision</b>	<b>Action taken by Kamalani Academy</b>	<b>Notes</b>
		Academy communication to parent update).
Section 7.8 Withdrawal and Transfers (See page 21 of the <a href="#">contract</a> )	When the school initially refused to release the students from their school without payment or their demand for the parents to turn in the technology provided to them by Harmony Educational Services, the school violated these provisions of the contract.	See Testimony from <a href="#">Parent Robert Weigel</a> from May 26, 2022 General Business Meeting.
Section 7.2 No Tuition or Fees for Admission, Enrollment, or Attendance (See page 20 of the <a href="#">contract</a> )		
Section 7.3 Admissions; (See page 20 of the <a href="#">contract</a> )	When the school allowed parents to enroll their children through the Harmony Educational Services Website, the school failed to follow its Admissions and Enrollment policy as required by their charter contract.	Kamalani has not produced the completed Kamalani application forms of students enrolled through Harmony program.  Student files of these students did not contain these application forms.  Commission required the school to re-execute actual enrollment forms for all students enrolled at Kamalani in order to be counted for the per-pupil count on for the 2021-2022 school year.
Section 7.4 Enrollment; (See page 20 of the <a href="#">contract</a> )		
Section 7.5 Attendance; (See page 20 of the <a href="#">contract</a> )	As the school was not authorized to run a virtual learning program, they did not follow the school's policy on attendance that is applicable to a brick and mortar school where students would attend in	Kamalani Academy has not produced any attendance policies for the students in the Harmony program.
Section 7.6 Attendance: Virtual, or Blended Learning School/Program; (See page 20 of		

<u>Contract</u> Provision	Action taken by Kamalani Academy	Notes
the <a href="#">contract</a> )	<p>person and receive direct instruction from a licensed certified teacher.</p> <p>The school also did not meet the requirements for Attendance for a Virtual or Blended Learning Program, as there was no policy established for the Harmony students.</p>	
<p>Section 8.1 Student Records; (See page 22 of the <a href="#">contract</a>)</p> <p>Section 8.2 Records Retention; and (See page 22 of the <a href="#">contract</a>)</p>	<p>Kamalani Academy failed to maintain student records as required by Section 8.1 of the Charter contract. It was the Commission’s initial site inspection, after the initiation of this investigation, that uncovered the state of Kamalani Academy’s Student records and through the Commission’s efforts required Kamalani Academy to bring the student records up to standard.</p> <p>However, in several instances, Kamalani Academy hadn’t even requested the records of these Harmony students until the parents requested to transfer to another school.</p>	<p>See Commission General Business meeting minutes on October 28, 2022, specifically, Principal Fung’s statement to the Commission regarding the students whose records had still not been transferred, due to the school not having requested the records from the student’s previous school, after the current school year had already ended.</p>
any other violations of state law that may be determined by the Hawaii Teacher Standards Board	<b>No evidence that instruction was provided by a licensed certified teacher employed by Kamalani</b>	

Contract Provision	Action taken by Kamalani Academy	Notes
<p>(See page 9 of the <a href="#">contract</a>, Section 2.9 Compliance with Laws</p>	<p><b>Academy/Issuance of Report Cards without having provided the instruction</b></p> <p>All of the testimony and documentation shows that there was no instruction provided by a licensed certified teacher employed by Kamalani Academy. Written documentation shows that Harmony Educational Services provided the grades for these Harmony students that were enrolled at Kamalani Academy.</p> <p>Evidence from parents show that the teacher listed on the report cards had never instructed or assessed these students, but that Harmony Educational Services were providing the grades for these students by emailing parents copies of Kamalani Academy report cards. Kamalani Principal Amanda Fung’s communications to parents confirm this.</p> <p>In a February 23, 2022 letter to parents from Principal Amanda Fung, she told parents that “ . . . <b>We were told by the Harmony President that they would not be providing grades for the students who remain on the virtual program.</b> However, we do not agree with the Harmony President and will not let our Kamalani Students continue a program without a grading scale.”</p>	<p>See <b>Exhibit 11</b> - Kamalani communication to parent update</p> <p>See <b>Exhibit 11</b> - March 1, 2022 email from Principal Fung to Kamalani Online Ohana)</p>

<u>Contract</u> Provision	Action taken by Kamalani Academy	Notes
	<p>On March 1, 2022 , in an email to Harmony parents from Principal Amanda Fung she further clarified that:</p> <p>“For grading: Kamalani Academy started to get phone calls from parents that their access to online platforms was taken away. We were then told by parents that they were told their children would not be getting grades. A couple of days before those phone calls Kamalani Academy received an email from Lynelle and John from Harmony offering suggestions to stop grading. There was not enough time to have a conversation before access was taken away from families. So in the short term Kamalani Academy thought to use Iready for the interim for ELA and Math and to provide SS and Science work. An hour after Kamalani Academy’s email went out <b>Harmony sent an email to Kamalani Academy Administration stating that they have decided to continue grading. . . .</b>”</p> <p>Principal Amanda Fung also told Commission staff during a site visit, that the school completed fourth quarter grades and sent out all of the report cards that day. Ms. Fung also confirmed with Commission staff that the Kamalani Academy Teacher, Krystyl Fenton, who is the Teacher of</p>	

<u>Contract</u> Provision	Action taken by Kamalani Academy	Notes
	<p>Record is the Instructional Coach for Kamalani Academy. According to the electronic student information system, Fenton is the Teacher of Record for all of the students who appear to be enrolled in the virtual program through Harmony.</p> <p>At the <a href="#">Commission's October 13, 2022 general business meeting</a>, when asked about producing the gradebook for Ms. Fenton, Ms. Fung reaffirmed that Ms. Fenton was the teacher for all of the Harmony students but was looking for the gradebook as Ms. Fenton was no longer teaching at the school.</p> <p>There is no evidence that Kamalani Academy's teacher Krystal Fenton ever taught, instructed, assessed or assigned grades to any of the students enrolled through Harmony. In Principal Fung's own letter to parents, it was Harmony that was expected to provide grades to the students in the virtual program.</p>	<p>Kamalani Academy never produced Teacher Krystyl Fenton's grade book.</p> <p>See <b>Exhibit 7</b>– contract that was produced by Governing Board Chair Murray after the December 15, 2022 general business meeting shows that it was part of the agreement between Kamalani Academy and Harmony Educational Services that Harmony would provide the grades to these students.</p>

**Exhibit 1**

**Charter School Performance Reports**

**SY 2017-2018**

**SY 2018-2019**

**SY 2019-2020**

**SY 2020-2021**

**SY 2021-2022**

# Academic Performance Framework

## I. Student Academic Outcomes

Academic Proficiency			
Subject	% Proficient: TARGET	% Proficient: ACTUAL	Met target?
Math	<i>No target, establish baseline</i>	36%	<i>Not applicable</i>
ELA	<i>No target, establish baseline</i>	61%	<i>Not applicable</i>
Science	<i>No target, establish baseline</i>	44%	<i>Not applicable</i>

Academic Growth			
Subject	Median SGP: TARGET	Median SGP: ACTUAL	Met target?
Math	<i>No target, establish baseline</i>	26	<i>Not applicable</i>
ELA	<i>No target, establish baseline</i>	33	<i>Not applicable</i>

Chronic Absenteeism		
% Chronically Absent: TARGET	% Chronically Absent: ACTUAL	Met target?
<i>No target, establish baseline</i>	(0-5%)	<i>Not applicable</i>

Achievement Gap			
Subject	% Proficient High Needs: TARGET	% Proficient High Needs: ACTUAL	Met target?
Math	<i>No target, establish baseline</i>	24%	<i>Not applicable</i>
ELA	<i>No target, establish baseline</i>	50%	<i>Not applicable</i>

Optional Student Academic Outcome Measure			
Subject	% Proficient on Developmental Reading Assessment (DRA): TARGET	% Proficient on DRA: ACTUAL	Met target?
Math	No target, establish baseline	School will purchase tool and provide teacher professional development	Not applicable
ELA	No target, establish baseline		Not applicable

## II. Value Added

**Goal for Beginning Reading & Literacy:** All (100%) teachers will attend research-based PD activities in literacy instruction and Hawaiian culture-based and place-based instruction through arts integration (including Drama Strategies, Visual Arts Strategies, and Focus Advanced Arts Integration Strategies), and/or Collaborative Residencies, as measured by attendance records.

**Objective 1.1:** Participants will complete at least 20 hours of Literacy & Arts Integration and Hawaiian-focused PD and/or Collaborative Residency PD activities delivered over each school year, as evidenced by attendance logs.

**Objective 1.2:** Classroom teachers will identify and utilize common arts integration strategies and language across all content areas (English Language Arts (ELA), Math, Science, and Social Studies), as reflected by professional development attendance logs, coaching observations.

**Objective 1.3:** Participants will demonstrate an increase in quality literacy instruction through arts integration facilitation as measured by bi-annual pre/post classroom observation. In school year 2017-2018, the school will also establish an arts integration usage baseline for ELA using self-reported pre/post teacher survey data.

Action	Measurable Outcomes	Lead	Evidence of Completion	Due Date (& Interim Due Dates, if applicable)
<b>Objective 1.1:</b> Participants will complete at least 20 hours of Literacy & Arts Integration and Hawaiian-focused PD and/or Collaborative Residency PD activities delivered over each school year, over the 3-year goal period, as evidenced by attendance logs.				
1. Schedule Literacy & Arts Integration and Hawaiian focused PD and/or Collaborative Residency PD.	Multiple professional development activities will be scheduled.	Arts Integration Curriculum Coordinator (AICC)	Professional development logs	July 1, 2020  (July 1, 2018, July 1, 2019)



Action	Measurable Outcomes	Lead	Evidence of Completion	Due Date (& Interim Due Dates, if applicable)
<b>Objective 1.2:</b> Classroom teachers will identify and utilize common arts integrations strategies and language across all content areas (ELA, Math, Science, and Social Studies), as reflected by professional development attendance logs and coaching observations.				
2. Identify common arts integration strategies and language across all content areas.	Teachers and administrators will agree on common arts integration strategies and language.	AICC	Professional development logs	July 1, 2018
3. Utilize common arts integration strategies and language across all content areas.	Teachers will utilize common arts integration strategies and language across all content areas.	AICC	Bi-annual pre/post classroom coaching observation.	July 1, 2020 (July 1, 2019)
<b>Objective 1.3:</b> Participants will demonstrate an increase in quality literacy instruction through arts integration facilitation over the 3-year goal period, as measured by bi-annual pre/post classroom coaching observation.				
4. Kamalani will establish an arts integration usage baseline.	Teachers will identify how often they use arts integration strategies in ELA and their comfort level with using these strategies.	AICC	Pre/post teacher survey	July 1, 2018
5. Participants will demonstrate an increase in quality literacy instruction through arts integration facilitation.	Teachers will increase their implementation of arts integration strategies in ELA from the beginning to the end of the school year.	AICC	Bi-annual pre/post classroom coaching observation.	July 1, 2020 (July 1, 2019)

Value Added	
Evidence submitted for school year 2017-2018:	None — no evidence was required during school year 2017-2018.
Status:	Not applicable. Status will be assessed in school year 2018-2019.

## Financial Performance Framework

### Financial Performance Framework Audited Fiscal Year 2017-18 Risk Assessment Result

#### Formula

$(\text{Current Ratio} \times 0.10) + (\text{Unrestricted Days Cash} \times 0.35) + (\text{Debt to Asset Ratio} \times 0.10) + (\text{Cash Flow} \times 0.10) + (\text{Total Margin} \times 0.25) + (\text{Budget Variance} \times 0.10) = \text{Final Risk Assessment Score}$

The individual indicators and final risk assessment results are represented as one of five categories based on the school's risk assessment calculations and are rounded to the nearest whole number.

Low	Acceptable	Moderate	High	Significant
1	2	3	4	5

#### Kamalani Academy

$(4 \times 0.10) + (4 \times 0.35) + (5 \times 0.10) + (1 \times 0.10) + (1 \times 0.25) + (1 \times 0.10) = 3$   
 $0.40 + 1.40 + 0.50 + 0.10 + 0.25 + 0.10 = 2.75 \text{ (Rounded Up)} = 3$

Final Fiscal Year 2017-18 Risk Assessment: MODERATE

## Organizational Performance Framework

For the 2017-2018 school year, the Organizational Performance Framework monitored eight indicators to verify compliance on requirements and performance under the framework.

Table xx: Organizational Performance Measures								
School	List of Key School Employees/Contacts	Uniform Information Practices Act Annual Log	Governing Board Membership Roster	Teacher Licensure Task - Commission	Student Admission Packet Material for Upcoming Student Application Period	Uniform Information Practices Act Semi-annual Summary Log	Annual Fire Inspection Report	Statement of Assurances
Kamalani Academy	✓	✓	✓	✓	✓	✓	✓	✓

# Academic Performance Framework

## I. Student Academic Outcomes

Academic Proficiency			
Subject	% Proficient: TARGET	% Proficient: ACTUAL	Met target?
Math	5% increase from baseline 36%	25%	Did Not Meet
ELA	4% increase from baseline 61%	48%	Did Not Meet
Science	6% increase from baseline 44%	39%	Did Not Meet

Academic Growth			
Subject	Median SGP: TARGET	Median SGP: ACTUAL	Met target?
Math	TBD	29	TBD
ELA	TBD	35	TBD

Chronic Absenteeism		
% Chronically Absent: TARGET	% Chronically Absent: ACTUAL	Met target?
TBD	11%	TBD

Achievement Gap			
Subject	% Proficient High Needs: TARGET	% Proficient High Needs: ACTUAL	Met target?
Math	TBD	14%	Not applicable
ELA	TBD	37%	Not applicable

## II. Value Added

Value Added	
Status:	Submission Pending

## Financial Performance Framework

### Financial Performance Framework Audited Fiscal Year 2018-19 Risk Assessment Result

#### Formula

$(\text{Current Ratio} \times 0.10) + (\text{Unrestricted Days Cash} \times 0.35) + (\text{Debt to Asset Ratio} \times 0.10) + (\text{Cash Flow} \times 0.10) + (\text{Total Margin} \times 0.25) + (\text{Budget Variance} \times 0.10) = \text{Final Risk Assessment Score}$

The individual indicators and final risk assessment results are represented as one of five categories based on the school's risk assessment calculations and are rounded to the nearest whole number.

Low	Acceptable	Moderate	High	Significant
1	2	3	4	5

#### Kamalani Academy

$(4 \times 0.10) + (4 \times 0.35) + (5 \times 0.10) + (1 \times 0.10) + (1 \times 0.25) + (1 \times 0.10) = 2.75$   
 $0.40 + 1.40 + 0.50 + 0.10 + 0.25 + 0.10 = 2.75 \text{ (Rounded)} = 3$

Final Fiscal Year 2018-19 Risk Assessment: MODERATE

## Organizational Performance Framework

For the 2018-2019 school year, the Organizational Performance Framework monitored eight indicators to verify compliance on requirements and performance under the framework.

Indicator	Status
List of Key School Employees/Contacts	Compliant
Uniform Informational Practices Act Annual Log	Compliant
Governing Board Membership Roster	Compliant
Teacher Licensure Task- Commission	Compliant
Student Admission Packet Material for Upcoming Student Application Period	Compliant
Uniform Information Practices Act Semi-Annual Summary Log	Compliant
Annual Fire Inspection Report	Compliant
Statement of Assurances	Compliant

# Academic Performance Framework

## I. Student Academic Outcomes

Academic Proficiency			
Subject	% Proficient: TARGET	% Proficient: ACTUAL	Met target?
Math	5% increase annually	Not available <sup>1</sup>	N/A
ELA	4% increase annually	Not available <sup>1</sup>	N/A
Science	6% increase annually	Not available <sup>1</sup>	N/A

Academic Growth			
Subject	Median SGP: TARGET	Median SGP: ACTUAL	Met target?
Math	To be determined	Not available <sup>1</sup>	N/A
ELA	To be determined	Not available <sup>1</sup>	N/A

## College and Career Readiness

Chronic Absenteeism		
% Chronically Absent: TARGET	% Chronically Absent: ACTUAL	Met target?
To be determined	8%	N/A

Achievement Gap			
Subject	% Proficient High Needs: TARGET	% Proficient High Needs: ACTUAL	Met target?
Math	To be determined	Not available <sup>1</sup>	N/A
ELA	To be determined	Not available <sup>1</sup>	N/A

<sup>1</sup> Due to the impact of COVID-19, statewide assessments were cancelled for school year 2019-20. As a result, data are not available for academic proficiency, achievement gap, academic growth, and 11th grade ACT metrics.

## II. Value Added

Value Added	
Status:	Not available

## Financial Performance Framework

### Financial Performance Framework Audited Fiscal Year 2019-2020 Risk Assessment Result

#### Formula

$(\text{Current Ratio} \times 0.10) + (\text{Unrestricted Days Cash} \times 0.35) + (\text{Debt to Asset Ratio} \times 0.10) + (\text{Cash Flow} \times 0.10) + (\text{Total Margin} \times 0.25) + (\text{Budget Variance} \times 0.10) = \text{Final Risk Assessment Score}$

The individual indicators and final risk assessment results are represented as one of five categories based on the school's risk assessment calculations and are rounded to the nearest whole number.

Low	Acceptable	Moderate	High	Significant
1	2	3	4	5

#### Kamalani Academy

$$(2 \times 0.10) + (4 \times 0.35) + (3 \times 0.10) + (3 \times 0.10) + (1 \times 0.25) + (1 \times 0.10) = 2.55$$

$$0.20 + 1.40 + 0.30 + 0.30 + 0.25 + 0.10 = 2.55 \text{ (Rounded)} = 3$$

Final Fiscal Year 2019-2020 Risk Assessment: MODERATE

## Organizational Performance Framework

For School Year 2019-2020, the Organizational Performance Framework measured the following indicators:

Indicator	Status
List of Key School Employees/Contacts	Received
Uniform Informational Practices Act: Annual Log and Semi-Annual Summary Log	Received
Governing Board Membership Roster	Received
Teacher Licensure Task- Commission	Received
Student Admission Packet Material for Upcoming Student Application Period	Received
Annual Fire Inspection Report	Received
Statement of Assurances	Received
Policies and Procedures	Received
Executed School Leases	Received



## Academic Performance Framework

### I. Student Academic Outcomes

Academic Proficiency			
Subject	% Proficient: TARGET	% Proficient: ACTUAL	Met target?
Math	5% increase annually	18%	N/A
ELA	4% increase annually	36%	N/A
Science	6% increase annually	19%	N/A

Academic Growth			
Subject	Median SGP: TARGET	Median SGP: ACTUAL	Met target?
Math	TBD	49	N/A
ELA	TBD	54	N/A

### College and Career Readiness

Chronic Absenteeism		
% Chronically Absent: TARGET	% Chronically Absent: ACTUAL	Met target?
TBD	6%	N/A

Achievement Gap			
Subject	% Proficient High Needs: TARGET	% Proficient High Needs: ACTUAL	Met target?
Math	TBD	17%	N/A
ELA	TBD	29%	N/A

## II. Value Added

Value Added	
Status:	Not available

## Financial Performance Framework

### Financial Performance Framework Audited Fiscal Year 2020-21 Risk Assessment Result

#### Formula

$(\text{Current Ratio} \times 0.10) + (\text{Unrestricted Days Cash} \times 0.35) + (\text{Debt to Asset Ratio} \times 0.10) + (\text{Cash Flow} \times 0.10) + (\text{Total Margin} \times 0.25) + (\text{Budget Variance} \times 0.10) = \text{Final Risk Assessment Score}$

The individual indicators and final risk assessment results are represented as one of five categories based on the school's risk assessment calculations and are rounded to the nearest whole number.

Low	Acceptable	Moderate	High	Significant
1	2	3	4	5

#### Kamalani Academy

$$(5 \times 0.10) + (3 \times 0.35) + (5 \times 0.10) + (2 \times 0.10) + (3 \times 0.25) + (1 \times 0.10) = 3.10$$

$$0.50 + 1.05 + 0.50 + 0.20 + 0.75 + 0.10 = 3.10 \text{ (Rounded)} = 3$$

**Final Fiscal Year 2020-21 Risk Assessment: MODERATE**

## Organizational Performance Framework

For School Year 2020-2021, the Organizational Performance Framework measured the following indicators:

Indicator	Status
List of Key School Employees/Contacts	Received
Uniform Informational Practices Act: Annual Log and Semi-Annual Summary Log	Received
Governing Board Membership Roster	Received
Student Admission Packet Material for Upcoming Student Application Period	Received
Annual Fire Inspection Report	Received
Statement of Assurances	Received

## Academic Performance Framework

### I. Student Academic Outcomes

Academic Proficiency			
Subject	% Proficient: TARGET	% Proficient: ACTUAL	Met target?
Math	5% increase annually (SY 20-21: 18%)	26%	Exceeded
ELA	4% increase annually (SY 20-21: 36%)	38%	Exceeded
Science	6% increase annually (SY 20-21: 19%)	33%	Exceeded

Academic Growth			
Subject	Median SGP: TARGET	Median SGP: ACTUAL	Met target?
Math	TBD	53	N/A
ELA	TBD	53	N/A

### College and Career Readiness

Chronic Absenteeism		
% Chronically Absent: TARGET	% Chronically Absent: ACTUAL	Met target?
TBD	27%	N/A

Achievement Gap			
Subject	% Proficient High Needs: TARGET	% Proficient High Needs: ACTUAL	Met target?
Math	TBD	21%	N/A
ELA	TBD	33%	N/A

### II. Value Added

Value Added	
Status:	Not available

## Financial Performance Framework

### Financial Performance Framework Audited Fiscal Year 2021-22 Risk Assessment Result Formula

$(\text{Current Ratio} \times 0.10) + (\text{Unrestricted Days Cash} \times 0.35) + (\text{Debt to Asset Ratio} \times 0.10) + (\text{Cash Flow} \times 0.10) + (\text{Total Margin} \times 0.25) + (\text{Budget Variance} \times 0.10) = \text{Final Risk Assessment Score}$

The individual indicators and final risk assessment results are represented as one of five categories based on the school's risk assessment calculations and are rounded to the nearest whole number.

Low	Acceptable	Moderate	High	Significant
1	2	3	4	5

#### Kamalani Academy

$$(5 \times 0.10) + (3 \times 0.35) + (5 \times 0.10) + (3 \times 0.10) + (3 \times 0.25) + (1 \times 0.10) = 3.20$$

$$0.50 + 1.05 + 0.50 + 0.30 + 0.75 + 0.10 = 3.20 \text{ (Rounded)} = 3$$

**Final Fiscal Year 2021-22 Risk Assessment: Moderate**

## Organizational Performance Framework

For School Year 2021-2022, the Organizational Performance Framework measured the following indicators:

Indicator	Status
List of Key School Employees/Contacts	Received
Uniform Informational Practices Act: Annual Log and Semi-Annual Summary Log	Received
Governing Board Membership Roster	Received
Student Admission Packet Material for Upcoming Student Application Period	Received
Annual Fire Inspection Report	Received
Statement of Assurances	Received

**Exhibit 2**

**StriveHI Academic Comparisons**

***LA, Math, and Science Proficiency for  
school, complex, complex area, Charter School complex, and State***

**Kamalani**  
**Proficiency SY 2017-2018 through SY 2021-2022**

School Year	Language Arts				
	Kamalani	State of Hawaii	Leilehua - Mililani - Waialua	Charter Schools	Leilehua Complex
2017-18	61%	54%	66%	52%	57%
2018-19	49%	54%	65%	51%	58%
2019-20	n/a	n/a	n/a	n/a	n/a
2020-21	36%	50%	61%	48%	51%
2021-22	38%	52%	63%	47%	54%

School Year	Math				
	Kamalani	State of Hawaii	Leilehua - Mililani - Waialua	Charter Schools	Leilehua Complex
2017-18	36%	42%	53%	35%	48%
2018-19	25%	43%	53%	34%	48%
2019-20	n/a	n/a	n/a	n/a	n/a
2020-21	18%	32%	43%	28%	33%
2021-22	14%	38%	52%	31%	48%

School Year	Science				
	Kamalani	State of Hawaii	Leilehua - Mililani - Waialua	Charter Schools	Leilehua Complex
2017-2018	44%	46%	58%	42%	50%
2018-2019	39%	44%	57%	45%	47%
2019-2020	n/a	n/a	n/a	n/a	n/a
2020-2021	19%	35%	46%	37%	37%
2021-2022	33%	40%	50%	36%	43%

**Exhibit 3**

**Site Visit Notification Letters**



DAVID Y. IGE  
GOVERNOR

JOHN S. S.KIM  
CHAIRPERSON



STATE OF HAWAII  
**STATE PUBLIC CHARTER SCHOOL COMMISSION**  
**(‘AHA KULA HO‘ĀMANA)**  
1164 Bishop Street, Suite 1100, Honolulu, Hawaii 96813  
Tel: (808) 586-3775

April 6, 2022

VIA E-MAIL: [kuiipo.murray@kamalaniacademy.org](mailto:kuiipo.murray@kamalaniacademy.org)

Ku‘uipo Murray, Governing Board Chair  
Kamalani Academy  
1403-A California Avenue  
Wahiawa, HI 96786

Dear Chair Murray:

As your school’s current charter contract ends on June 30, 2023, the Commission looks forward to working with you and your school on the renewal of your charter school contract. To ensure that the contract reauthorization process unfolds smoothly, we are working to provide schools with the opportunity to demonstrate compliance with the charter contract before the contract reauthorization process begins in the fall of 2022.

Commission staff will visit your school to work with you and your staff to ensure compliance with the charter contract. Over the course of several site visits, areas of the contract related to the academic, organizational, and financial performance frameworks will be reviewed. The team will visit your school once during SY 2021-2022 and at least once during SY 2022-2023.

The initial site visit for your school is planned for **May 27, 2022**. Commission staff will verify compliance through a review and inspection of school records and documents, and by speaking with available school staff. The visit may also include the team observing classroom instruction.

The table below lists the contract sections that will be reviewed through the course of site visits and desk review.

To prepare for the site visit, please complete the attached Self-Reflection on Academic Performance for Contract Renewal Site Visit form. This Self-Reflection form is to be completed collaboratively or individually by the Governing Board Chair and/or School Leadership. Your responses will guide the conversation between Commission staff and school leaders and will be used as “look fors” during site visits. If possible, please complete and return the form one week prior to the initial visit. Please keep your responses brief.

Thank you for your cooperation. We look forward to working with you and your staff throughout this process. If you have questions about the site visits, please contact the Frameworks Team at [frameworks.compliance@spcsc.hawaii.gov](mailto:frameworks.compliance@spcsc.hawaii.gov) or (808) 892-9884.

Mahalo nui loa,



Yvonne Lau  
Interim Executive Director

cc: Amanda Fung, School Director ([amanda.langston@kamalaniacademy.org](mailto:amanda.langston@kamalaniacademy.org)); Pua Ka'ai, School Lead ([pua.kaai@spcsc.hawaii.gov](mailto:pua.kaai@spcsc.hawaii.gov)); Kim Le Bas, School Lead ([kim.lebas@spcsc.hawaii.gov](mailto:kim.lebas@spcsc.hawaii.gov))

<b>Performance Frameworks Review</b>			
<b>School:</b>		<b>Date:</b>	
	Evidence		
<b>Contract Section Requirement</b>	Desk Review	Site Review	Notes
<b>2.1 Entire Contract and 2.2 Amendments</b> <i>Changes in operation that require the school to obtain an amendment include but are not limited to:</i>			
Exhibit A			
School location (lease agreements for school site)			
School management arrangement			
Admissions/ enrollment policy			
<b>3.1 GB responsibilities</b> <i>GB has the power to negotiate supplemental CB contracts, is considered the employer of school employees for purposes of Ch. 76, 78, 89, HRS, and ensures compliance with application</i>			
<b>3.3 GB reporting</b> <i>School shall notify Commission within 14 business days of GB membership changes. Documents shall be available at a publicly accessible area in its office to be available for review during regular business hours and on website. Check school for the following in a publicly accessible area:</i>			
Current names and contact info of GB members and officers			
Schedule of GB meetings by 9/1 of each year			
GB meeting notices and agendas			
GB meeting minutes			
<b>4.2 Material Elements of Educational Program</b>			
<b>4.3 Academic Standards</b>			
<b>4.4 Grad requirements</b>			
<b>5.3 State Accountability System</b>			

<b>6.3 Procurement</b> <i>School to develop and adhere to a policy for procurement of goods, services, construction, and consistent with goals of public accountability and procurement practices.</i>			
Check for adherence to policy with internal controls for receipts, disbursements, purchases, payroll, inventory, fixed assets			
Policy shall be on website			
<b>6.4 Management and Financial Controls</b> <i>School to develop and adhere to policy for financial management that is accessible from school's website. School to maintain appropriate governance and management procedures and financial controls including but not limited to:</i> 1) budgets 2) accounting policies and procedures 3) payroll procedures 4) financial reporting 5) internal control procedures for receipts, disbursements, purchases, payroll, inventory, fixed assets			
<b>6.5 Assets</b> <i>School to maintain complete and current inventory of all property and update inventory annually. Verify items on the inventory list area at the school.</i>			
<b>6.7 Transfer of Funds to Affiliated Nonprofit to ESP</b> <i>School shall not transfer funds to affiliated non-profit or ESP except for legitimate and reasonable payments pursuant to written legal agreement. School shall provide the Commission a copy of any newly executed agreement within 14 days of execution.</i>			
<b>6.8 Financing Agreements</b> <i>School shall comply with Ch. 37D, HRS, which requires approval of the attorney general.</i>			

<b>6.9 Insurance</b> School shall comply with Ch. 37D, HRS, which requires approval of the attorney general.			
<b>Section 6.11 Per-pupil Funding: Enrollment Count Reports for Funding</b> School to provide projected enrollment counts for funding by May 15			
<b>6.19 Financial Reporting: Budget and Cash Flow</b> School shall prepare and provide to Commission a copy of its annual budget as approved by its GB for each upcoming fiscal year by June 15 or two weeks after Commission notifies school of anticipated amount of non-facility per-pupil funding to be allocated, whichever is later			
<b>6.20 Financial reporting: Quarterly Financial Reports</b> School to submit quarterly financial reports to Commission within 30 calendar days of the end of the fiscal year quarter			
<b>6.21 Financial Reporting: Annual Audits and Financial Reviews</b> School to provide: for an annual financial audit conducted in accordance with GAAP and GAS and performed by a CPA			
Audit completed by November 1			
<b>7.2 No Tuition or Fees for Admission, Enrollment, Attendance</b> School shall not assess tuition, contributions, or fees of any kind as a condition of admission, enrollment, or attendance. The school may charge fees for co-curricular activities as described in Section 6.8			
<b>7.3 Admissions</b> Check school understanding of the policy			
<b>7.4 Enrollment</b> Pull student files onsite, check for completeness of files, report card			

<b>7.5 Attendance</b> <i>Awareness of student location by school staff</i>			
Policy for Attendance			
Maintenance of attendance and student absence records			
<b>7.6 Attendance policy: Virtual or Blended</b> <i>Awareness of student location by school staff</i>			
Policy for Attendance			
Maintenance of attendance and student absence records			
Requirements for on-site attendance for each course and grade level			
<b>7.7 Dismissal and 7.8 Withdrawal and Transfer</b> <i>Awareness of procedures by staff</i>			
<b>8.1 Student Records</b> <i>Review student records</i>			
<b>8.2 Records Retention</b>			
<b>8.4 Student Conduct and Discipline</b> <i>Staff awareness of policies and procedures</i>			
<b>8.6 Complaints Process</b> <i>Awareness of policies and procedures by staff</i>			
<b>8.7 Contracting with an Educational Service Provider</b>			
<b>8.8 Transportation</b> <i>Confirm school vehicles onsite</i>			
<b>8.9 School Policies</b>			
Admissions			
Student conduct and discipline			
Complaints			
Attendance			
Procurement			
Safety plan			
Financial management			
Personnel			
<b>9.1 Safe Environment</b> <i>Awareness of safety plan by staff, and what to do in case of natural disasters, lockdowns, outside threats</i>			

<b>9.2 Health Clearances</b> <i>Review sampling of immunization documentation</i>			
<b>9.3 Student Health</b> <i>How does school provide for the first aid needs of students? What are its policies and procedures with parental notification?</i>			
<b>9.4 Reporting of Crime-Related incidents</b> <i>Staff awareness of crime reporting policy</i>			
<b>9.5 Use of Tobacco Prohibited</b> <i>Awareness that tobacco is prohibited at school and at school functions</i>			
<b>Student Records and Data</b> 10.1 Educational Data School shall comply with Minimum standards are met			
Confirm that additional data is available for reporting to the Commission			
Ensure all data is accurate and complete			
<b>10.2 Reporting of Data and School Information</b> <i>Provide data required by Commission to meet its oversight and reporting obligations</i>			
<b>10.4 Permitted Disclosures and Users by Operators</b> <i>Notify operators, as defined in Section 499, HRS, with access to student data and information of the operators' statutory responsibilities and restrictions</i>			
<b>11.1 Location</b> <i>Confirm that school campuses listed in Exhibit A are current</i>			
<b>11.3 Occupancy Rights</b>			
<b>11.4 Compliance with Code Building, Zoning, Fire, Food, Occupancy</b>			
<b>12.1 Collective Bargaining</b>			

<b>12.3 Teacher Credentials</b> <i>School shall hire licensed teachers who meet the applicable State licensing requirements consistent with federal and state laws, and collective bargaining agreements</i>			
<b>12.5 Evaluation</b> <i>School is responsible for implementing principal and teacher evaluation systems</i>			
<b>12.6 Non-Instructional Employees</b> <i>School shall ensure that non-instructional employees are experienced and fully qualified to engage in activities and perform services under the charter contract</i>			
<b>12.7 Criminal History Checks</b> <i>School shall conduct criminal history checks administered by HCJDC</i>			
<b>12.8 Personnel Policies</b> <i>School GB to adopt and adhere to personnel policies for all school employees. Policies must be readily accessible from the school's website</i>			
<b>13.1 School Emergency Closure</b> <i>School to promptly notify Commission, civil defense of a school closure</i>			
<b>13.2 Mandatory Notification</b> <i>School to notify the Commission within two calendar days when it has knowledge of: arrest of a GB member, court judgment in which GB or school staff have been found guilty, etc.</i>			





STATE OF HAWAII  
**STATE PUBLIC CHARTER SCHOOL COMMISSION**  
**(‘AHA KULA HO‘ĀMANA)**  
1164 Bishop Street, Suite 1100, Honolulu, Hawaii 96813  
Tel: (808) 586-3775

October 7, 2022

VIA E-MAIL: [kuiipo.murray@kamalaniacademy.org](mailto:kuiipo.murray@kamalaniacademy.org)

Ku‘uipo Murray, Governing Board Chair  
Kamalani Academy  
1403-A California Avenue  
Wahiawa, HI 96786

Dear Chair Murray:

Mahalo for the time you shared with the Frameworks Team at the Contract Renewal Site Visit #2 on September 15th, 2022. Special mahalo to the Governing Board members who were in attendance.

The Renewal Application and school performance report will be available to you in November 2022, and completed applications are due to the Commission on December 15, 2022. The Commission adopted Renewal Application and Guidance template was approved on May 26, 2022 and available for your preview [here](#) (see page 12). The Renewal Application will be pre-populated for the School’s convenience. The form will be fillable and the school will be able to make necessary changes. The Commission General Business Meetings regarding renewal decisions will take place in January 2023.

The following are general areas that were brought to the attention of schools during our visits and we remind you to address, if you have not already:

- Prepare to submit a current, Deputy Attorney General (DAG)-approved executed lease for each school site with the renewal application on December 15, 2022;
- Ensure that your school is adhering to the Hawai‘i State Ethics Commission’s general ethics guidance regarding the application of the State Ethics Code to public charter school employees and members of public charter school governing boards serving as officers and directors or employees of the non-profit organizations affiliated with their schools (see [link](#));
- Ensure that your Admission Policy and Application for Admission adhere to Statute and Charter Contract. Students apply for admission to your school. Once invited for admission, then they enroll. Date of birth is allowed on the application for admission form;

- If not following the Hawaii State Teachers Association (HSTA) Master Agreement for teacher evaluations, ensure that your school has a supplemental agreement with HSTA;
- Ensure your school hires licensed teachers who meet the applicable State licensing requirements consistent with federal and state laws, and collective bargaining agreements;
- Review school safety and security plans and ensure internal crisis plans are not publicly accessible;
- The following Governing Board (GB) information must be posted publicly on your campus and readily accessible on your website: Current names and contact info of GB members and officers, schedule of GB meetings by 9/1 of each year, GB meeting notices & agenda, and GB meeting minutes;
- All school policies, as specified in Section 8.9 of your Charter Contract, must be readily accessible on the school website;
- Inform Frameworks team of date of re-visit to schedule additional time for specific classroom(s) instructional visits; and
- Follow up on fire inspection violations discussed in our meeting.

In closing, to apply for renewal, the applicant school shall:

- 1) Complete the entire contract renewal application;
- 2) If your school currently has an online/virtual or blended program, or would like the Commission to authorize an online/virtual or blended program, the applicable sections of the application must be filled out;
- 3) Review and verify any information pre-populated in this application by the Commission for accuracy and make changes as necessary;
- 4) Submit Board of Education graduation waiver (if applicable);
- 5) Submit a current, AG-approved executed lease for each school site;
- 6) Submit a completed five-year budget workbook;
- 7) Submit Board Member Information Form for each governing board member;
- 8) Submit the governing board resolution authorizing the current governing board chairperson to sign and submit the application;
- 9) Applications must be signed by the current governing board chairperson;
- 10) Submit a signed and dated copy of the completed application to the Commission by 4:30 PM, HST thirty days after the mailing of the performance report.

We look forward to continuing working with you and your staff through this process. If we can further assist you, please contact the Frameworks Team at [frameworks.compliance@spcsc.hawaii.gov](mailto:frameworks.compliance@spcsc.hawaii.gov).

Mahalo,

Frameworks Team  
*Hawai'i State Public Charter School Commission*

Pua Ka'ai  
 Martha Evans  
 Jackie Bersson

cc: Amanda Fung, School Director ([amanda.fung@kamalaniacademy.org](mailto:amanda.fung@kamalaniacademy.org))

**Exhibit 4**  
**School Self-Reflection Form**

## Self-Reflection on Academic Performance for Contract Renewal Site Visit

School: **Kamalani Academy**

Date of Visit: **May 27, 2022**

*This Self-Reflection form is to be completed collaboratively or individually by the Governing Board Chair and/or School Leadership. Please keep your responses brief. Responses will guide the conversation between Commission staff and school leaders and will be used as “look fors” during site visits. If possible, please complete and return the form to [frameworks.compliance@spcsc.hawaii.gov](mailto:frameworks.compliance@spcsc.hawaii.gov) one week prior to the initial visit.*

Topic	School Response
<b><u>What does your school do best to support student learning?</u></b>	Kamalani Academy has been working incredibly hard to use student data to drive instruction. The faculty has taken part in professional development along with professional learning communities to help understand data and how it applies to their instruction. Kamalani Academy tracks all student data on a data wall as well as using the data walls to look for trend lines.
<b><u>What are the strengths of your school’s educational program?</u></b> <ul style="list-style-type: none"><li>● Please share supporting evidence of those strengths</li></ul>	The strengths of our schools program is that we have been looking at data to look at the viability of our programs. This helps us to understand if the programs we are using hits all of our students needs.

Topic	School Response
<p><b><u>What challenges does your school face in attempting to deliver your educational program?</u></b></p> <ul style="list-style-type: none"> <li>• What steps are you taking to address these challenges? (Provide examples)</li> </ul>	<p>The biggest challenges that we face is teacher capacity when it comes to using data and understanding data. Due to the extreme teacher shortage we have to hire first year teachers. Many of those first year teachers did not have adequate student teacher experience due to Covid 19. We did not find this information out until after they started to teach. This made it very overwhelming for first year teachers in understanding the expectations of teachers. Our instructional coach is looking at other professional development opportunities to help our teachers with data as well as changing the meeting patterns for next year based on individual teacher needs.</p>
<p><b><u>Your school's mission and vision are shared below. What steps are you taking to fulfill your mission and vision?</u></b></p> <ul style="list-style-type: none"> <li>• How are the mission and vision visible in different environments (i.e. in the classroom and/or virtual learning environment, on the playground, during board meetings, and in the community)</li> </ul> <p><b>Mission:</b> Kamalani Academy believes that each of our students is born with great abilities. We use the arts to release those talents. The arts enhance the learning of core academic subjects and, also, provide students with vital skills such as creativity, communication, leadership, and collaboration.</p> <p><b>Vision:</b> A space where children become leaders, prepared for a Twenty First Century we cannot even imagine.</p>	<p>In our classroom you will see posted arts integration posters with strategies that teachers have learned through our partnership with the Kennedy Center. You will see teachers using some of those strategies throughout their day as applicable. You will see students being leaders in the classroom by standing up to show confidence while speaking. Students will also be chanting each morning through our traditional protocol. Along with the students faculty and staff will also be following some of these approaches. Outside of the classroom you will see our Ku Alakai () having more leadership opportunities throughout the campus. You will also see our Kamalani Media program alongside of Olelo and the JAM (Junior Academy for Media) operating on our campus. Media is an important artform for our students to express themselves and their knowledge.</p>

Topic	School Response
<p><b><u>Your school's Essential Terms are shared below. How is progress toward each Essential Terms demonstrated?</u></b></p> <p><b><u>Essential Term # 1</u></b></p> <p>Through the arts, Kamalani Academy students will have options for understanding new material, engagement, and action/expression (Universal Design for Learning). Positive Behavioral Instructional Support (PBIS) and the principles of Na Hopena A'o will nurture a safe environment.</p>	<p>Kamalani Academy follows the three main principals of UDL which are: 1. Engagement, 2. Representation, and Action and Expression. This is an important part of Kamalani Academy as we understand that each and every student as well as each and every Kumu are different and have different prior experiences. We try our best to assure that each child is able to learn in the best way for themselves. We have been working on this more each year along with having guidelines to assure this is happening in a successful manner.</p> <p>PBIS is an important initiative for our entire Kamalani Ohana. Our PBIS team came up with our Hā Mantra's that are reviewed each and every day after morning protocol:          Belonging: I belong here and will get along with others          Responsibility: I choose my actions, attitudes, and moods          Excellence: I put first things first and do my best          Aloha: I accepts other peoples ideas and feelings and seek to win-win          Total-well being: I take care of my mind and body          Hawai'i: I am an important part of my community</p> <p>Our staff attended several PBIS and Hā trainings prior to Covid-19. Our staff has also taken part in a book study in several literay pieces on the topic of PBIS.</p>
<p><b><u>Essential Term # 2</u></b></p>	

Topic	School Response
<p>Kamalani Academy will provide opportunities for placed-based and service learning, in the community of Wahiawa and throughout the island. The social and emotional growth of each child will be grounded in a sense of self and a sense of place.</p>	<p>Kamalani Academy started traditions trips in the fall of 2018. Each grade level has their annual traditions field trip. In grade 5 the trips start to escalate into an overnight trip. In 8th grade the students go on a 4 day multi island trip to provide service, build connections, and take part in college readiness. We added a school counselor in the fall of 2018 to assure our students have an outlet and to take part in SEL learning throughout their school day. Our school counselor will be bringing the Choose Love program to our school in the upcoming year. Our students attend several place paced learning opportunities throughout the school year.</p>
<p><b><u>Essential Term # 3</u></b></p> <p>Kamalani Academy will focus on Hawaiiana content and curriculum.</p>	<p>Kamalani Academy has a Nā Mea Kumu that teaches students Hawaiiana content that is appropriate for their grade level. Along with the Nā Mea Kumu Kamalani Academy has had a partnership with several community partners from its inception in the fall of 2017. These partnerships include The Hawaiian Civic Club-Wahiawa Branch, Nā Mea Kuponu, Alu Like, Kahu Peter, and many more. It is important that our students remain connected to the land with all of our community members that help to support them and guide them as they grow.</p>

Topic	School Response
<u>Essential Term # 4</u>  N/A	N/A
<u>Essential Term # 5</u>  N/A	N/A
<u>Besides the Strive HI measures, what other assessments, tools, or strategies are used to measure and support student progress?</u>	Kamalani Academy uses iready as a main data point to measure student growth and progress. KA also uses teacher made assessments and rubrics.
<u>In what other ways does your school support student learning/achievement? This may include cultural and ‘whole child’ Social and Emotional Learning (SEL) initiatives.</u>	Kamalani Academy fully believes that it is our job to foster creativity and care for each and every child. We allow our students to drive major discussions and decisions. We understand that at times life is a very stressful place for our children and we do not want out students to have undo stress from school. We look for positive ways to support student learning. This could look different for each and every child. This is a hard aspect for some to understand but it is our job to not enable but develop strong members of our community.



Topic	School Response

**Exhibit 5**

***Renewal Application***

**Governing Board Resolution**

**Lease(s)**

**5-Year Budget Workbook**

**Governing Board Information Forms**

## **Kamalani Academy**

### **Documents submitted by the school**

- Renewal Application
- Supporting Performance Framework Data
- Governing Board Resolution
- Lease
- Five-year Budget Workbook
- Governing Board Information Forms



**State Public Charter School  
Commission  
Charter Contract Renewal  
Application and Guidance**

**RECEIVED  
DEC 14 2022**

**Charter Application for  
Kamalani Academy**

## Charter Contract Renewal Application and Guidance

This renewal application fulfills the requirements of HRS§302D-18 and Hawaii Administrative Rules §8-505-12 to provide an opportunity for the public charter school to:

- (1) Submit any corrections or clarifications to the performance report;
- (2) Present additional evidence, beyond the data contained in the performance report, supporting its case for charter renewal;
- (3) Describe improvements undertaken or planned for the school; and
- (4) Detail the charter school's plans for the next charter term.

Pursuant to HRS §302D-18, the Hawaii State Public Charter School Commission ("Commission") will award contracts based on the school's performance across the academic, organizational, and financial performance frameworks over the term of the current charter contract.

All charter schools with contracts that expire on **June 30, 2023**, are eligible to apply for a new contract. In **November 2022**, the Commission will issue a Charter School Performance Report (Performance Report) to each charter school whose charter contract is in its final contract year. The Performance Report summarizes the charter school's performance record to date, based on the data required by HRS§302D and the charter contract, and will provide notice of any weaknesses or concerns the Commission has concerning the charter school that may jeopardize its position in seeking renewal. A completed application is due 30 days after the issuance of the Performance Report.

### ***Application Instructions:***

This application has been pre-populated for the School's convenience. The form is fillable and the school is able to make necessary changes.

To apply for renewal, the applicant shall:

- 1) Complete the entire contract renewal application;
- 2) If your school currently has an online/virtual or blended program, or would like the Commission to authorize an online/virtual or blended program, the applicable sections of the application must be filled out;
- 3) Review and verify any information pre-populated in this application by the Commission for accuracy and make changes as necessary;
- 4) Submit Board of Education graduation waiver (if applicable);
- 5) Submit a current, executed lease for each school site;
- 6) Submit a completed five-year budget workbook;
- 7) Submit Board Member Information Form for each governing board member
- 8) Submit the governing board resolution authorizing the current governing board chairperson to sign and submit the application;
- 9) Applications must be signed by the current governing board chairperson;
- 10) Submit a hard copy of the completed application to the Commission by 4:30 PM, HST thirty days after the mailing of the performance report.





# **Hawaii State Public Charter School Commission** **Charter Contract Renewal Application** **for Charter Contract term July 1, 2023 to June 30, 2028**

School Information	
Name of School	Kamalani Academy
School Location (List addresses of all instructional and non-instructional sites. Attach executed lease for each site)	1403 California Avenue Wahiawā, Hawaii 96786
School Website Address	<a href="https://kamalaniacademy.org/">https://kamalaniacademy.org/</a>
School Telephone Number	808-203-2993
School Fax Number	
Type of Charter	<input checked="" type="checkbox"/> Start Up <input type="checkbox"/> Conversion
Initial Year of Charter School Operations	2016
School Hours	
Island Served	O'ahu
Hawaiian Immersion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current Contract - Authorized Virtual Learning Program?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current Contract - Authorized Blended Learning Program?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Educational Service Provider (if applicable)	N/A
Current Contract Grade Span	Elementary: K-5 Middle: 6-8
Is school seeking expansion beyond current grade levels?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If school is seeking expansion of grade levels, indicate which grade levels are being sought for the new contract term. Please submit Charter Contract Amendment Form.	<b>Additional Grade Levels Requested:</b>
Does your school require a graduation waiver from the Board of Education?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Since graduation waivers expire with the current contract, please indicate if school is in the process of obtaining a graduation waiver from the Board of Education	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Governing Board Information	
Name of Governing Board Chair	Ku'uipo Murray
Governing Board Chair Address	[REDACTED]
Governing Board Chair Phone Number	[REDACTED]
Governing Board Chair Email Address	[REDACTED]
School's Mission and Vision	
Mission Statement	Mission: Kamalani Academy believes that each of our students is born with great abilities. We use the arts to release those talents. The arts enhance the learning of core academic subjects and, also, provide students with vital skills such as creativity, communication, leadership, and collaboration.
Revisions to the school's Mission Statement (if applicable)	Revised Mission Statement:  "Our school mission is to prepare our students to participate in their community's using <i>aloha</i> , <i>ho'ihi</i> , and having a <i>malama</i> mentality. That their individual talents can be used to move the world forward in unity, knowing that in order to be a contributing member, one must have love, respect, and acceptance of self and others."
Vision	Vision: A space where children become leaders, prepared for a Twenty First Century we cannot even imagine.
Revisions to the school's Vision (if applicable)	Revised Vision:  Kamalani Academy inspires and empowers future leaders to <i>aloha</i> (love), <i>ho'ihi</i> (respect) and <i>malama</i> (take care of/contribute) the community.



## Application for a NEW or EXPANDED Virtual and/or Blended Learning Program

Please complete this section if your school would like to ADD a virtual or blended learning program or EXPAND the grades served by a virtual or blended learning program at your school.

**Virtual Learning Definition:** Instruction takes place in an online environment

**Blended Learning Definition:** A combination of online educational materials and opportunities for interaction online and in-person on site instruction, requiring the use of a school facility or authorized location

Program(s) school is requesting	<input type="checkbox"/> New/Expanded Virtual Learning Program <input type="checkbox"/> New/Expanded Blended Learning Program
Maximum enrollment of virtual learning program requested for contract period July 1, 2023 through June 30, 2028	
Maximum enrollment of blended learning program requested for contract period July 1, 2023 through June 30, 2028	
Maximum percentage of total student population enrolled in the virtual learning program requested for contract period July 1, 2023 through June 30, 2028	
Maximum percentage of total student population enrolled in the blended learning program requested for contract period July 1, 2023 through June 30, 2028	
Grades served by the New/EXPANDED virtual learning program requested for contract period July 1, 2023 through June 30, 2028	
Grades served by the New/EXPANDED blended learning program requested for contract period July 1, 2023 through June 30, 2028	
Provide State assessment results compared to statewide and complex area data, in language arts, math, and science covering the most recent three-year period, for the existing virtual/blended program or school as compared to statewide and complex area data.	
Provide evidence the virtual/blended program has met its current Academic Performance Framework targets	
Provide additional assessment results and measurements used to evaluate learning progress covering the most recent three-year period for the existing virtual/blended program or school	
<b>Finance and Government</b>	



What are the costs associated with your proposed virtual and/or blended learning program and its various components?	
How do these costs change over the life of their proposed contract?	
How are these costs affected by different student populations and contextual factors?	
What are the implications for weights and adjustments in the accountability or funding system due to the proposed expansion of the virtual and/or blended program?	
Provide a 5-year budget showing how the proposed expanded program will operate, including a breakdown of teacher costs (including specialized training, dates and supplemental pay for recall days if necessary), facilities, technology, internet access, curriculum, and any other associated costs.	
Provide a demographic breakdown of the students you are proposing to serve through this program, e.g. Free and Reduced Lunch, geographic home location, grade level, general demographics.	
What geographic area(s) will your proposed program be serving?	
How is the proposed expanded program staffing model sufficient to address all of the requirements of reporting and oversight?	
<b>Instructional Program Quality</b>	
What is the educational need served by this program?	
What differentiates this program from other programs in the community(ies) to be served?	
Explain the process used to decide on the proposed curriculum and curricular model/mode of delivery.	
Provide documentation of curricular alignment to the Hawaii State Standards (currently the Common Core Standards).	
Provide a copy of scope and sequence for each grade level served.	
In addition to the state assessments (i.e., Smarter Balanced Assessment, Kaiaapuni Assessment of Educational Outcomes (KĀ'EO), Hawaii State Alternate Assessment, WIDA), what other measures will be employed to evaluate student progress and growth?	
Describe where and how state testing will be held for all students	

What additional assessments will be used to evaluate learning progress, and how will staff monitor that progress and ensure that students are meeting the required standards?	
How will students demonstrate subject mastery leading to eligibility for promotion?	
<b>Teacher and Administrator Quality to run a Virtual or Blended Learning School/Program</b>	
What specific training have the proposed teacher(s) and administrator(s) completed that address the unique needs of virtual and/or blended learning?	
What are the qualifications of administrator(s) to evaluate, manage, and support teachers of virtual and/or blended learning students?	
How will the school provide professional development and support to virtual and/or blended learning teachers?	
<b>Special Education and Section 504 of the Rehabilitation Act of 1973 requirements</b>	
Detail how the proposed expanded program will meet the requirements of the Individuals with Disabilities Education Act (IDEA)	
Detail how the proposed expanded program will meet the requirements of the Section 504 of the Rehabilitation Act of 1973 (504)	



## School Enrollment

\*Final Enrollment Count must include total number of students in blended and virtual programs, if offered

	2021- 2022	2021- 2022	2022- 2023	2022- 2023	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2027	2027- 2028
	Projected Enrollment	Final Enrollment Count*	Projected Enrollment	Final Enrollment Count*	# of students waitlisted	Projected Enrollment	Projected Enrollment	Projected Enrollment	Projected Enrollment	Projected Enrollment
Pre-K										
Grade K Brick and Mortar	27	16	11	10	0					
Grade K Virtual										
Grade K Blended										
Grade 1 Brick and Mortar	27	16	18	17	0					
Grade 1 Virtual										
Grade 1 Blended										
Grade 2 Brick and Mortar	27	23	12	11	0					
Grade 2 Virtual										
Grade 2 Blended										
Grade 3 Brick and Mortar	27	19	25	24	0					
Grade 3 Virtual										
Grade 3 Blended										

	2021-2022	2021-2022	2022-2023	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Projected Enrollment	Final Enrollment Count*	Projected Enrollment	Final Enrollment Count*	# of students waitlisted	Projected Enrollment	Projected Enrollment	Projected Enrollment	Projected Enrollment	Projected Enrollment
Grade 4 Brick and Mortar	27	19	17	16	0					
Grade 4 Virtual										
Grade 4 Blended										
Grade 5 Brick and Mortar	32	23	18	18	0					
Grade 5 Virtual										
Grade 5 Blended										
Grade 6 Brick and Mortar	32	18	22	21	0					
Grade 6 Virtual										
Grade 6 Blended										
Grade 7 Brick and Mortar	32	15	20	20	0					
Grade 7 Virtual										
Grade 7 Blended										
Grade 8 Brick and Mortar	32	21	18	18	0					
Grade 8 Virtual										



	2021-2022	2021-2022	2022-2023	2022-2023	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Projected Enrollment	Final Enrollment Count*	Projected Enrollment	Final Enrollment Count*	# of students waitlisted	Projected Enrollment	Projected Enrollment	Projected Enrollment	Projected Enrollment	Projected Enrollment
Grade 8 Blended										
Grade 9 Brick and Mortar										
Grade 9 Virtual										
Grade 9 Blended										
Grade 10 Brick and Mortar										
Grade 10 Virtual										
Grade 10 Blended										
Grade 11 Brick and Mortar										
Grade 11 Virtual										
Grade 11 Blended										
Grade 12 Brick and Mortar										
Grade 12 Virtual										
Grade 12 Blended										
Total	263	152	161	155	0	156	170	187	187	187

## Additional Information for Commission Consideration

Please take advantage of this important opportunity that acknowledges the work of your school by providing additional data (both quantitative and qualitative) which the Commission will use in consideration of your school's renewal. Additional information is especially critical for any of the performance frameworks (academic, organizational, and/or financial) which the school did not meet the performance targets. Attach supporting documents if applicable.

Attached are our supporting documents for Academic Growth for the past 5 years.

Also attached are our value added components that support our vision and mission.

Describe school specific initiatives, systems, and tools used to monitor growth and well-being during the pandemic (SY 19-20, SY 20-21, and SY 21-22).

As many schools were affected by COVID-19, share your school's actions and steps taken during the pandemic to address your students' needs and describe in detail the adjustment of your school's programs/practices to address your students' needs, including relevant data to support your school's actions.

When COVID-19 hit, Kamalani Academy immediately sprung into action for our community. We knew the socioeconomics of our families would not allow a shut down of the school, due to many one parent families and people who had to work, leaving students home alone. We decided that supporting our families with options to keep students learning was the only alternative. Kamalani Academy always puts students first. During COVID we offered platforms that were in the best interest of our students: in person and online programs.

For in person education, we installed plexiglass partitions for our students with hooks for their masks. Installed wash basins in each classroom, installed sanitizers around the entire school, changed school policies and procedures to align with our COVID safety plan. For online education we taxed our teachers who were busy teaching to students in person in the classroom while they were teaching to students at home via an online platform.



Our COVID services extended not only to our school community, but to the Wahiawa community at large. We were the only school who offered COVID testing services in the community and partnered with DOH. Many safety protocols were enacted during a time when the uncertainty of risks to children and their family members were the top priority of Kamalani Academy Leadership.

## Appendix A: Renewal Application Certification Statement

This form must be signed by the governing board chair of the charter school. An application for renewal will be considered incomplete and will not be accepted if it does not include this signature.

<b>Name of School:</b>	Kamalani Academy
------------------------	------------------

I hereby certify under the penalties of perjury that the school's governing board is in compliance with the provisions of Section 302D-12, HRS. I further certify that the information submitted in this application for renewal of a public school charter contract is true to the best of my knowledge and belief and that this application has been approved by the school's Governing Board.

[Redacted Signature]

Signature: Chair of Governing Board

12/12/2022

Date

Print/Type Name:	Ku'uipo Murray
Date of approval by governing board:	November 10, 2022



Value add items that students and families receive through an education at Kamalani Academy

1. Community-based education. Our students (and in some instances their families) engage in and learn the value of community partnerships and service. This provides our students the opportunity to learn from local people and engage in active community experiences. ie Aged to Perfection Methodist Church, Na Mea Kupono, local taro farm, Kukaniloko service through Wahiawa Hawaiian Civic Club, Queen Lili'uokalani Trust, Office of Hawaiian Affairs, 'Olelo partnership, community parades - Wahiawa, Kapolei, and much more.
2. Na Mea Hawai'i school. Kamalani is an "all things Hawaiian" charter school. Our students learn to start their day with Hawaiian protocols - reciting and responding to our Kamalani welcome chant between haumana (students) and kumu (teachers), pledge of allegiance, Hawai'i Pono'i and more. They are grounded in who they are and a sense of belonging, responsibility, excellence, aloha, total well being, and Hawaii.
3. Arts integration teaching/learning. Our students learn traditional school subjects through an art form which allows for teaching methodologies and comprehension expression through various types of art - for example, learning and expressing: history through drama, math through music, reading and comprehension through story telling, performance arts, visual arts and much more. Kumu are trained in arts integration methodologies through our partnership with the Kennedy Center, and through funds from our Native Hawaiian Education grant. Definition of Arts Integration by the Kennedy Center: Arts Integration is an approach to teaching in which students construct and demonstrate understanding through an art form. Students engage in a creative process which connects an art form with another subject area and meets evolving objectives in both.
4. Leadership through a community/Hawaiian lens. Kamalani means "Royal children". Our princes and princesses were trained to be leaders in all things at Kukaniloko and at the school for royal children. Kamalani carries on this tradition through leadership concepts like: be proactive, begin with the end in mind, put first things first, think "win-win", seek first to understand, then be understood, synergize, sharpen the saw (by continuous learning), and find your voice. Our haumana have the opportunity to learn, practice and exercise these concepts in the classroom, with their peers and at home. One example is working with classmates to plan, fundraise and facilitate an annual grade-level traditions trip with local non-profit organizations.

# ACADEMICS

- Kamalani Academy has come a long way over the years when it comes to academic data.
- Kamalani Academy looks at many data points to drive instruction which includes but not limited to iready, dibels, and teacher created data points.
- Teachers take part in Professional Learning Communities (PLC) and faculty meetings to review data and come up with goals.
- Kamalani looks at school wide data on a data wall as well as other data graphics to assist in goal setting.

# SY-17-18 (OPENING YEAR)

Performance Distribution, By Test Group: Kamalani Academy, 2017-2018

Filtered By **Test Reasons:** All Test Reasons | **Sorted By:** Date Last Taken



## Smarter Summative MA

Grades Tested: 3, 4, 5

Tests Taken: 27

Date Last Taken: 05/16/2018



Percent

30%

19%

22%

30%

Count

8

5

6

8



## HSA SC

Grades Tested: 4

Tests Taken: 1

Date Last Taken: 05/15/2018



Percent

9%

36%

45%

9%

Count

1



## Smarter Summative ELA

Grades Tested: 3, 4, 5

Tests Taken: 27

Date Last Taken: 05/03/2018



Percent

33%

19%

26%

22%

Count

9

5

7

6



### SY 17-18 (Opening Year)

	Fall Iready	Spring Iready		SBA		
	ELA	ELA	ELA	M/N	Area	Science Area
Grade 3			68%	n/a	46%	
Grade 4			53%	n/a	41%	60% 47%
Grade 5			80%	n/a	54%	
EL. Average			47%	n/a	47%	n/a n/a
Grade 6			58%	n/a	53%	
Grade 7			60%	n/a	54%	
Grade 8			55%	n/a	57%	25% 40%
MS. Average			58%	n/a	55%	
School Wide			53%	n/a	51%	43% 44%

### SY 17-18 (Opening Year)

	Fall Iready	Spring Iready		SBA
	Math	Math	Math	M/N Area
Grade 3			53%	n/a 39%
Grade 4			43%	n/a 35%
Grade 5			55%	n/a 37%
EL. Average			48%	n/a 37%
Grade 6			27%	n/a 35%
Grade 7			40%	n/a 36%
Grade 8			30%	n/a 30%
MS. Average			32%	n/a 34%
School Wide			40%	n/a 36%

SY 18-19

Performance Distribution, By Test Group: Kamalani Academy, 2018-2019

Filtered By **Test Reasons:** All Test Reasons | **Sorted By:** Date Last Taken

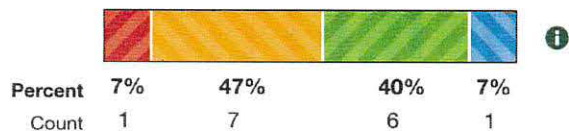


**HSA SC**

Grades Tested: 4

Tests Taken: 15

Date Last Taken: 05/22/2019

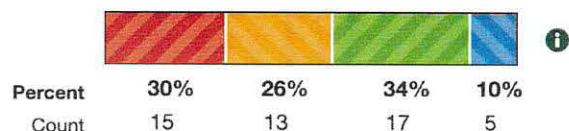


**Smarter Summative MA**

Grades Tested: 3, 4, 5, 6

Tests Taken: 50

Date Last Taken: 05/21/2019

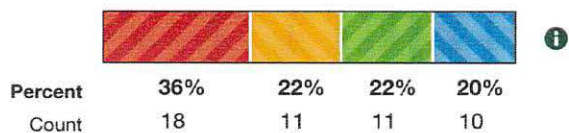


**Smarter Summative ELA**

Grades Tested: 3, 4, 5, 6

Tests Taken: 50

Date Last Taken: 05/10/2019





# SY 18-19 ELA

	% of students with improved placement					SBA					
	Fall Iready	Spring Iready	Annual Growth	Stretch Growth		ELA (4%+)	M/N	Area	Science	M/N	Area
	ELA	ELA	ELA	ELA							
Grade 3	43%	78%	56%	28%	72%	47%	N	48%			
Grade 4	47%	55%	71%	35%	59%	63%	Y	44%	69%	N	51%
Grade 5	13%	32%	55%	31%	52%	30%	N	49%			
EL. Average	34%	55%	61%	31%	61%	47%	N	38%			
Grade 6	27%	44%	58%	42%	50%	67%	Y	54%			
Grade 7	22%	29%	42%	19%	54%	40%	N	56%			
Grade 8	27%	38%	33%	17%	22%	44%	N	53%	11%	N	45%
MS. Average	25%	37%	44%	26%	42%	50%	N	54%			
School Wide	30%	46%	43%	22%	52%	49%	N	46%	40%	N	48%

# SY 18-19 Math

	% of students with improved placement					SBA		
	Fall Iready	Spring Iready	Annual Growth	Stretch Growth		Math (5%+)	M/N	Area
	Math	Math	Math	Math				
Grade 3	20%	59%	53%	18%	82%	40%	N	45%
Grade 4	6%	59%	35%	12%	59%	25%	N	35%
Grade 5	3%	32%	43%	17%	73%	30%	N	33%
EL. Average	10%	50%	44%	16%	71%	31%	N	38%
Grade 6	27%	43%	39%	9%	52%	33%	Y	34%
Grade 7	14%	48%	13%	0%	17%	12%	N	34%
Grade 8	11%	16%	18%	0%	24%	6%	N	30%
MS. Average	17%	36%	23%	3%	31%	17%	N	33%
School Wide	14%	43%	30%	10%	51%	24%	N	71%

## Diagnostic Growth



School  
Subject  
Academic Year  
Comparison Diagnostic

Kamalani Academy PCS  
Reading  
2019 - 2020  
Final Diagnostic

Students Assessed/Total: 190/194

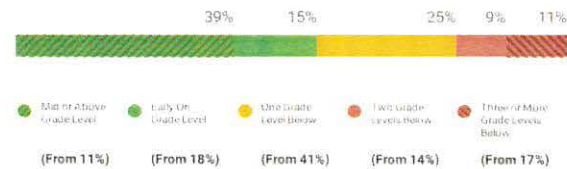
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 138%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

Current Placement Distribution



SY 19-20

## Diagnostic Growth

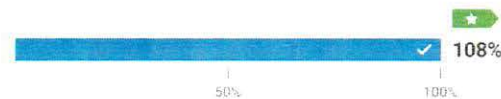


School  
Subject  
Academic Year  
Comparison Diagnostic

Kamalani Academy PCS  
Math  
2019 - 2020  
Final Diagnostic

Students Assessed/Total: 191/194

Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 108%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

Current Placement Distribution



# SY 19-20 ELA

	Fall	Spring	Annual	Stretch	% of students with improved placement		SBA			
	Iready	Iready	Growth	Growth		ELA	M/N	Area	Science	Area
	ELA	ELA	ELA	ELA						
Grade 3	40%	64%	47%	35%	74%	n/a	n/a	n/a		
Grade 4	43%	54%	62%	19%	62%	n/a	n/a	n/a	n/a	n/a
Grade 5	39%	36%	71%	14%	64%	n/a	n/a	n/a		
EL. Average	41%	51%	60%	23%	67%	n/a	n/a	n/a		
Grade 6	18%	30%	57%	39%	48%	n/a	n/a	n/a		
Grade 7	35%	35%	60%	30%	60%	n/a	n/a	n/a		
Grade 8	27%	46%	69%	38%	58%	n/a	n/a	n/a	n/a	n/a
MS. Average	27%	37%	62%	36%	55%	n/a	n/a	n/a		
School Wide	34%	44%	61%	36%	61%	n/a	n/a	n/a	n/a	n/a

# SY 19-20 Math

	Fall	Spring	Annual	Stretch	% of students with improved placement		SBA	
	Iready	Iready	Growth	Growth		Math (5%+)	M/N	Area
	Math	Math	Math	Math				
Grade 3	34%	71%	41%	35%	76%	n/a	n/a	n/a
Grade 4	19%	50%	23%	0%	73%	n/a	n/a	n/a
Grade 5	39%	64%	57%	14%	71%	n/a	n/a	n/a
EL. Average	31%	62%	40%	28%	73%	n/a	n/a	n/a
Grade 6	18%	30%	39%	26%	57%	n/a	n/a	n/a
Grade 7	15%	28%	65%	25%	65%	n/a	n/a	n/a
Grade 8	12%	19%	46%	23%	42%	n/a	n/a	n/a
MS. Average	19%	26%	50%	25%	55%	n/a	n/a	n/a
School Wide	25%	44%	53%	31%	64%	n/a	n/a	n/a



SY 20-21

Performance Distribution, By Test Group: Kamalani Academy, 2020-2021

Filtered By **Test Reasons:** All Test Reasons | **Sorted By:** Date Last Taken



**Smarter Summative ELA**

Grades Tested: 3, 4, 5, 6, 7, 8

Tests Taken: 85

Date Last Taken: 05/26/2021



Percent	35%	31%	20%	14%
Count	30	26	17	12



**Smarter Summative Mathematics**

Grades Tested: 3, 4, 5, 6, 7, 8

Tests Taken: 85

Date Last Taken: 05/26/2021



Percent	47%	31%	15%	7%
Count	40	26	13	6



**HSA Science**

Grades Tested: 5, 8

Tests Taken: 26

Date Last Taken: 05/25/2021



Percent	35%	50%	4%	12%
Count	9	13	1	3

# Diagnostic Growth



School: Kamalani Academy PCS  
 Subject: Reading  
 Academic Year: 2020 - 2021  
 Comparison Diagnostic: Final Diagnostic

Students Assessed/Total: 189/192

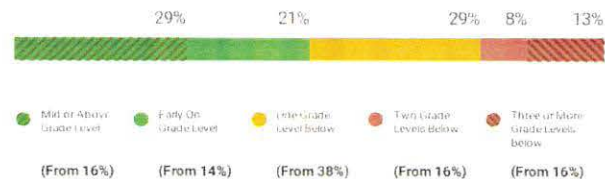
## Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 92%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

## Current Placement Distribution



# Diagnostic Growth

School: Kamalani Academy PCS  
 Subject: Math  
 Academic Year: 2020 - 2021  
 Comparison Diagnostic: Final Diagnostic

Students Assessed/Total: 189/192

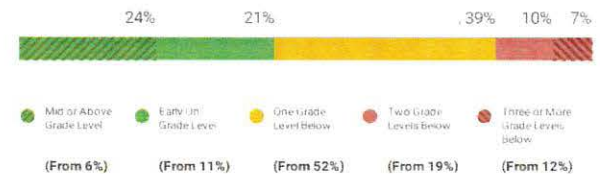
## Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 89%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

## Current Placement Distribution



# SY 20-21 ELA

	Fall Iready	Spring Iready	Annual Growth	Stretch Growth	% of students with improved placement	ELA (4%+)	SBA M/N	Area	Science (6%+)	Area
Grade 3	56%	60%	38%	25%	42%	16%	n/a	43%		
Grade 4	32%	48%	48%	33%	38%	35%	n/a	42%	25%	37%
Grade 5	29%	44%	64%	44%	60%	46%	n/a	49%		
EL. Average	39%	51%	50%	34%	47%	32%	n/a	45%		
Grade 6	29%	30%	55%	18%	36%	40%	n/a	46%		
Grade 7	28%	45%	45%	15%	35%	41%	n/a	53%		
Grade 8	37%	38%	61%	22%	52%	54%	n/a	54%	22%	38%
MS. Average	31%	38%	54%	18%	41%	45%	n/a	51%		
School Wide	35%	45%	49%	25%	44%	39%	n/a	48%	24%	38%

# SY 20-21 Math

	Fall Iready	Spring Iready	Annual Growth	Stretch Growth	% of students with improved placement	Math (5%+)	SBA M/N	Area
Grade 3	11%	40%	50%	23%	64%	24%	n/a	37%
Grade 4	7%	53%	71%	24%	81%	37%	n/a	33%
Grade 5	33%	44%	40%	12%	56%	8%	n/a	27%
EL. Average	17%	47%	54%	20%	67%	22%	n/a	32%
Grade 6	43%	43%	45%	36%	55%	50%	n/a	25%
Grade 7	6%	35%	40%	15%	40%	17%	n/a	28%
Grade 8	15%	25%	54%	25%	46%	17%	n/a	24%
MS. Average	21%	34%	46%	25%	47%	28%	n/a	26%
School Wide	19%	41%	48%	22%	57%	25%	n/a	29%

SY 21-22

Performance Distribution, By Test Group: Kamalani Academy, 2021-2022

Filtered By **Test Reasons:** All Test Reasons | **Sorted By:** Date Last Taken



**HSA Science**

Grades Tested: 5, 8

Tests Taken: 24

Date Last Taken: 05/23/2022



Percent	29%	33%	33%	4%
Count	7	8	8	1



**Smarter Summative Mathematics**

Grades Tested: 3, 4, 5, 6, 7, 8

Tests Taken: 87

Date Last Taken: 05/12/2022



Percent	46%	24%	17%	13%
Count	40	21	15	11



**Smarter Summative ELA**

Grades Tested: 3, 4, 5, 6, 7, 8

Tests Taken: 88

Date Last Taken: 05/03/2022



Percent	31%	30%	25%	15%
Count	27	26	22	13

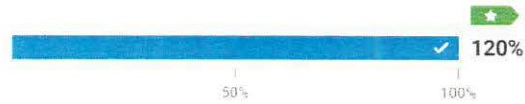
# Diagnostic Growth



School: Kamalani Academy PCS  
 Subject: Reading  
 Academic Year: 2021 - 2022  
 Comparison Diagnostic: Final Diagnostic

Students Assessed/Total: 182/331

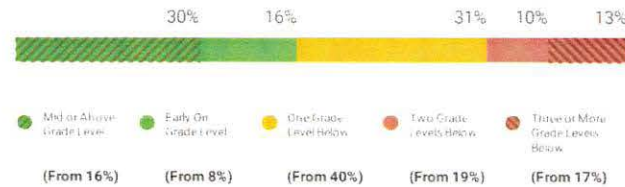
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 120%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

Current Placement Distribution



## Diagnostic Growth

School: Kamalani Academy PCS  
 Subject: Math  
 Academic Year: 2021 - 2022  
 Comparison Diagnostic: Final Diagnostic

Students Assessed/Total: 180/333

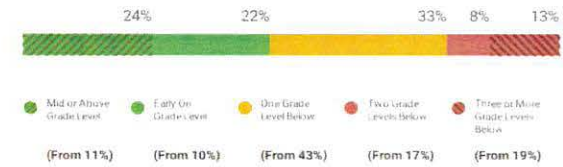
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 92%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

Current Placement Distribution





# SY 21-22 ELA

	Fall Iready	Spring Iready	Annual Growth	Stretch Growth	% of students with improved placement	SBA			Area	Science	Area
						ELA	ELA (4%+)	M/N			
Grade 3	17%	66%	71%	41%	76%	28%		Y	45%		
Grade 4	22%	42%	67%	50%	56%	32%		N	45%		
Grade 5	38%	53%	76%	41%	53%	60%		Y	53%	35%	45%
EL. Average	26%	54%	71%	44%	62%	40%		Y	48%		
Grade 6	18%	35%	46%	31%	54%	32%		N	46%		
Grade 7	17%	34%	50%	33%	50%	41%		N	50%		
Grade 8	27%	43%	55%	30%	55%	50%		N	49%	50%	34%
MS. Average	21%	37%	50%	31%	53%	41%		N	48%		
School Wide	24%	46%	61%	38%	58%	41%		Y	48%	43%	40%

# SY 21-22 Math

	% of students with improved placement						SBA	
	Fall Iready	Spring Iready	Annual Growth	Stretch Growth				
	Math	Math	Math	Math	Math	Math (5%+)	M/N	Area
Grade 3	6%	44%	56%	17%	67%	28%	Y	41%
Grade 4	16%	55%	63%	26%	74%	42%	Y	42%
Grade 5	22%	50%	61%	33%	78%	25%	Y	38%
EL. Average	15%	50%	60%	25%	73%	32%	Y	40%
Grade 6	18%	30%	31%	19%	31%	16%	N	29%
Grade 7	17%	44%	3%	11%	22%	33%	Y	27%
Grade 8	22%	44%	50%	45%	55%	66%	N	24%
MS. Average	19%	39%	8%	25%	36%	38%	N	27%
School Wide	17%	45%	34%	25%	55%	35%	Y	34%

## **RESOLUTION OF Governing Board of Kamalani Academy**

At the meeting of the Governing Board of Kamalani Academy on November 10, 2022, the following resolution was proposed and approved by the Board at a duly notice meeting of the Board:

WHEREAS, Chapter 302D-18, Hawaii Revised Statutes ("HRS"), as amended, provides for the renewal of charter school contracts by the State Public Charter School Commission; and

WHEREAS, the current charter contract between the Board and the Commission is ending on June 30, 2023 and the Board is seeking to renew its charter contract with the Commission for another five (5) years; and

WHEREAS, the Board has reviewed the State Public Charter School Renewal Application ("Renewal Application"), which the Board will need to complete and turn into the Commission by December 15, 2022; and

WHEREAS Article VI, Section 1 of the Kamalani Academy Governing Board Bylaws ("Bylaws") states "The Governing Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School, and such authority may be general or confined to specific instances."

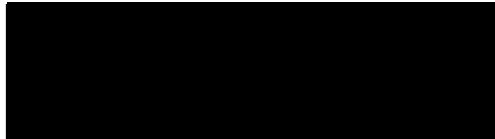
NOW, THEREFORE, IT IS RESOLVED, that Ku'uipo Murray is hereby authorized to complete, provide all evidence of performance and data, and sign, date, and deliver the Charter Renewal Application on behalf of the Board.

This resolution may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all such counterparts shall together constitute for all purposes one and the same instrument.

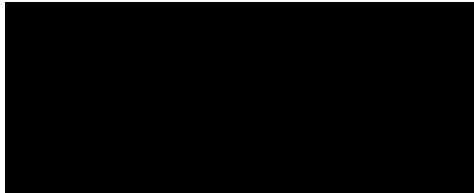
**[Remainder of this page intentionally left blank]**

IN WITNESS WHEREOF, the undersigned have duly executed this resolution on November 14, 2022.

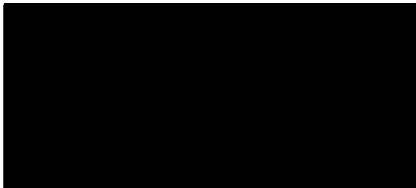
[\*\*Review bylaws to determine who needs to sign resolution\*\*]



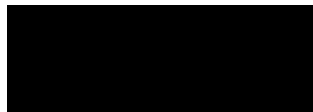
Name: Ku'uipo Murray  
Title: Board Chair



Name: Brad Foster  
Title: Board Vice Chair



Name: Lani Pili  
Title: Board Treasurer



Name: Jill Phillips  
Title: Board Member



SUBLEASE OF SPACE LEASE AGREEMENT

Between

KAMALANI ACADEMY FOUNDATION,  
As Sub-Lessor

and

KAMALANI ACADEMY  
As Sub-Lessee

covering

those certain premises

located at

1403-A California Avenue, Wahiawa, Hawaii 96786

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## SUBLEASE OF SPACE LEASE AGREEMENT

THIS SUBLEASE OF SPACE LEASE AGREEMENT (this "Sublease") is made effective as of \_\_\_\_\_ ("Effective Date") by and between KAMALANI ACADEMY FOUNDATION, a Hawaii nonprofit corporation, whose address is 98-084 Kamehameha Hwy., Ste. 301A, Aiea, Hawaii 96701, hereinafter called "Sub-Lessor," and KAMALANI ACADEMY, a Hawaii nonprofit corporation, whose address is 1403A California Avenue, Wahiawa, Hawaii 96786, hereinafter called "Sub-Lessee."

### BACKGROUND

A. Sub-Lessor, as Tenant, and the Roman Catholic Church in the State of Hawaii, a Hawaii nonprofit corporation, as Landlord ("Landlord") entered into that certain Space Lease Agreement dated January 1, 2017 (the "Lease") for certain premises as further described therein (the "Premises"). A true and correct copy of the Lease is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Pursuant to Paragraph D.40.b of the Lease, the Sub-Lessee desires to sublease the Premises from Sub-Lessor, and the Sub-Lessor desires to sublease the Premises to the Sub-Lessee, for the operation of a public charter school.

### WITNESSETH:

### ARTICLE I - DEMISE

Section 1.1 Premises. The Sub-Lessor in consideration of the rent and covenants hereinafter reserved and contained and on the part of the Sub-Lessee to be paid, observed and performed, does hereby demise and sublease unto the Sub-Lessee the Premises, subject to the terms of the Lease. Notwithstanding anything to the contrary in this Sublease, the Sub-Lessee's rights under this Sublease shall at all times be subject to the terms of the Lease. In the event of any conflict between the terms of this Sublease and the terms of the Lease, the terms of the Lease shall prevail and control.

Section 1.2 Term. The term of this Sublease (the "Term") shall commence on the Effective Date (the "Commencement Date"), and shall expire on June 30, 2026, unless otherwise terminated pursuant to the terms hereof. Notwithstanding the foregoing, the Term shall be co-terminus with the term of the Lease. If the Lease is terminated for any reason, this Sublease shall automatically be terminated concurrently therewith, without liability or penalty to Sub-Lessor.

Section 1.3 Option to Extend Term. Sub-Lessor shall have the right and option to extend the Term of this Lease for an additional period of ten (10) years, from July 1, 2026 to and including June 30, 2036; provided, however, that Sub-Lessor exercises its option to extend the term under the Lease. Sub-Lessor shall give Sub-Lessee written notice of Sub-Lessor's election

to extend the Term of this Sublease promptly upon Sub-Lessor's exercise of its option under the Lease.

Section 1.4 [RESERVED].

Section 1.5 Quiet Enjoyment. Upon payment by Sub-Lessee of the rent hereinafter reserved and upon observance and performance of the terms, covenants and conditions herein contained and to be observed and performed by Sub-Lessee, Sub-Lessee shall peaceably hold and enjoy the Premises for the term and any extensions thereof without hindrance or interruption by Sub-Lessor or any other person lawfully or equitably claiming by, through or under the Sub-Lessor, except as herein otherwise expressly provided.

Section 1.6 Possession. In the event of Sub-Lessor's inability to deliver possession of the improved Premises per Section 14.8, if applicable, herein below at the commencement of the lease term, Sub-Lessor shall be liable for any damages caused thereby. In such event, no rental shall be payable by Sub-Lessee to Sub-Lessor for any portion of the Sublease term prior to the date the Premises are made available to Sub-Lessee. If Sub-Lessee, with Sub-Lessor's permission, enters into possession of the Premises prior to commencement of the lease term, all of the terms, covenants and conditions of this lease shall apply during the prior period.

**ARTICLE II - RENT AND OTHER CHARGES**

Section 2.1 Base Rent. In consideration of this Sublease, the Sub-Lessee agrees to pay the Sub-Lessor as monthly base rent for the Premises as follows:

(a) For the period from July 1, 2017 to and including June 30, 2021: the sum of THIRTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$36,250) per month.

(b) For the period from July 1, 2021 to and including June 30, 2026: the sum of THIRTY NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$39,250) per month.

(c) If the term of this lease is extended pursuant to Section 1.3 above, the rent payable during the extended term shall be determined by agreement of the parties, *provided that* (i) in no event shall the rent be less than the rent payable immediately prior to the commencement of the extended term, and (ii) in no event shall the rent exceed FORTY-FOUR THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS (\$44,791) per month. If the parties fail to agree on the rental amount, then the Sub-Lessor's determination of such amount shall be final and binding (but subject to the parameters described in this paragraph).

All rent shall be paid in legal tender of the United States of America, payable monthly in advance on the first day of each month to Sub-Lessor at Sub-Lessor's address set forth in the introductory paragraph of this Sublease, or at any other place the Sub-Lessor in writing may designate, on the days and in the manner aforesaid without demand by Sub-Lessor.

Sub-Lessor expressly waives any interest or late charges, if any, for any late payments or underpayments of rent or any other charges prior to the execution of this document.

Should the commencement date precede the date of execution of this Sublease document, all rent due (as adjusted per Section 1.6 hereinabove, if applicable) shall become due and payable on the date of the execution of this Sublease. All rent due in arrears shall be paid by the Sub-Lessee within forty-five (45) calendar days from the date of the execution of the Sublease.

Should there be a change of Sub-Lessor, an amendment of Sublease reflecting such change shall be executed between the Sub-Lessee and the new Sub-Lessor, and the new Sub-Lessor must provide a current tax clearance per Section 14.12 Tax Clearances herein below, before rent payment can be made to the new Sub-Lessor; initial rent payment to the new Sub-Lessor shall be due within sixty (60) days after the execution of the amendment to the Sublease.

Section 2.2 Parking. Sub-Lessee shall be entitled to use all of the unreserved parking spaces for automobiles designated for the Tenant under the Lease at no additional cost to Sub-Lessee for the term of the Sublease and any extensions thereafter.

Section 2.3 Security Deposit. (a) The Sub-Lessee shall deliver and pay to the Sub-Lessor a security deposit in an amount equal to one (1) month's base rent (the "Security Deposit"). The Security Deposit shall be payable in forty-eight (48) equal installment payments of \$677.08 per month and shall be paid together with each monthly payment of rent. The Security Deposit may be increased upon escalations in monthly rent during the term of this lease, and the Sub-Lessee shall remit to Sub-Lessor such amounts as Sub-Lessor shall demand in order to increase the Security Deposit to the current amount of one month's rent.

(b) Sub-Lessor may hold the Security Deposit in its general accounts, and shall not be required to segregate such account, without interest to Sub-Lessee. The Security Deposit assures the faithful performance of Sub-Lessee's obligations under this Lease. If Sub-Lessee fails to perform any of its obligations under this lease, Sub-Lessor may use all or a portion of the Security Deposit to pay any amount due to Sub-Lessor, or to reimburse Sub-Lessor for any loss, cost or expense which it may incur, as a result of Sub-Lessee's failure. If Sub-Lessor uses all or a portion of the Security Deposit, then, on Sub-Lessor's demand, the Sub-Lessee shall deposit with Sub-Lessor, within seven (7) days of the date of Sub-Lessor's written demand, funds sufficient to restore the Security Deposit to its original amount. If Sub-Lessor assigns its interest in this lease, it may deliver the Security Deposit to its assignee and if Sub-Lessor does so, then the Sub-Lessee agrees to look only to such assignee for the return of those sums.

(c) If Sub-Lessee fails to comply with all of its lease obligations, then, within a reasonable time after the end of the term (but in any event within the time required by applicable law), the Sub-Lessor may apply the Security Deposit to any unpaid sums then due to Sub-Lessor under this lease and return any remaining balance to Sub-Lessee.

Section 2.4 Triple Net. In addition to the Base Rent described in Section 2.1 above, Sub-Lessee shall pay all expenses associated with the Premises, including but not limited to payment of all conveyance taxes, real property taxes and assessments, insurance premiums, maintenance and operation charges, etc., it being the intent that this Sublease be "triple net." Such amounts shall be paid directly to the party or government entity entitled thereto before the same become

delinquent. With respect to any assessment made under any betterment or improvement laws which may be payable in installments, Sub-Lessee shall be required to pay only such installments of principal together with interest on the unpaid balances thereof as shall become due and payable during the Term (prorated for any partial periods).

Section 2.5 General Excise Tax and Surcharges. With every payment Sub-Lessee makes to Sub-Lessor on which Sub-Lessor is required to pay State of Hawaii, General Excise Tax ("**GET**"), or such other similar tax or surcharge subsequently imposed by law, Sub-Lessee will pay such additional amounts that will enable Sub-Lessor to pay the tax or surcharge, and still net the same amount Sub-Lessor would have received if said tax or surcharge had not been imposed. For example, an additional 4.71% shall be due on all Base Rent or other amounts payable by Sub-Lessee to Sub-Lessor for which Sub-Lessor is assessed GET.

### **ARTICLE III - USE**

Section 3.1 Use of Premises. Sub-Lessee shall occupy and use the Premises solely for the operation of a charter school, subject to the terms and conditions of the Lease. Sub-Lessee will not use or permit, or suffer the use of the Premises for any other business or purposes without the written consent of the Sub-Lessor, which consent may be given or withheld in Sub-Lessor's sole and absolute discretion. Notwithstanding anything to the contrary herein, the Sub-Lessee shall not use the Premises for any of the prohibited uses or activities described in Paragraph 16 of the Lease.

Section 3.2 [RESERVED].

Section 3.3 Observance of Laws. Sub-Lessee will at all times during the term observe and comply with all laws, ordinances, and rules and regulations now or hereinafter made by any governmental authority and applicable to the occupancy or use of the Premises or the conduct of any business therein or to the use of the common areas.

Section 3.4 Rules and Regulations. Sub-Lessor may from time to time adopt or amend such reasonable rules and regulations as Sub-Lessor deems necessary or desirable for the operation or use of the Premises, such as, but not limited to, the use of the common areas and other matters which may be of benefit or protection of the Sub-Lessor and the tenants, PROVIDED, HOWEVER, that the rules and regulations shall not be inconsistent with the terms, covenants and conditions of this lease and to the extent that the rules and regulations are inconsistent with the terms, conditions and covenants of this lease, then the terms, conditions and covenants of this lease shall control. The Sub-Lessee shall observe and comply with said rules and regulations.

Section 3.5 Waste, Nuisance or Unlawful Activity. Sub-Lessee agrees that it will not commit or permit any waste on the Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Premises to be used in an unlawful manner.

Section 3.6 Subletting and Assignment. The Sub-Lessee agrees that neither the Premises nor any part thereof shall be sublet, mortgaged or assigned nor will the Sub-Lessee part with the

possession of the whole or any part thereof without the consent in writing of the Sub-Lessor first having been obtained, which consent shall be granted or denied in Sub-Lessor's sole and absolute discretion. Any attempted sale, assignment, sublease or transfer by Sub-Lessee without Sub-Lessor's consent shall be void and of no force or effect.

#### ARTICLE IV - HAZARDOUS MATERIALS

Section 4.1 Sub-Lessee's Covenants. Sub-Lessee shall not cause or permit the escape, disposal or release of any hazardous materials in or upon the Premises. Sub-Lessee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought into the Premises any such materials except to use in the ordinary course of Sub-Lessee's business, and then only after written notice is given to Sub-Lessor of the identity of such materials. In addition, Sub-Lessee shall execute affidavits, representations and the like from time to time at Sub-Lessor's request concerning Sub-Lessee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Sub-Lessee.

Section 4.2 Sub-Lessor's Representations, Warranties and Obligations. Sub-Lessor represents to Sub-Lessee that Sub-Lessor has no liability under, has never violated, and is presently in compliance with all environmental laws regarding hazardous materials applicable to the Premises and the Property, and to the best of Sub-Lessor's knowledge, there does not now exist or ever existed any environmental condition relating to hazardous materials on the Premises or the Property.

Sub-Lessor agrees to indemnify and hold Sub-Lessee harmless from any damages to claims from any environmental condition or violation of any environmental laws resulting from the use or placement of hazardous materials on the Premises or Property prior to the lease commencement date even if not discovered until after the lease has commenced. This indemnity shall survive the lease termination date and shall be in addition to Sub-Lessor's obligations for breach of the above representations and warranties.

Sub-Lessor further agrees that compliance with any laws regarding asbestos (including the cost of removal and restoration of the Premises thereafter) is the sole responsibility of the Sub-Lessor, except to the extent asbestos is brought onto the Premises by the Sub-Lessee.

Section 4.3 Asbestos Management Program. Within ninety (90) days from the execution of this document, Sub-Lessor agrees to conduct an asbestos survey of the Premises by an independent accredited asbestos inspector or management planner or submit a statement of equivalent disclosure, Exhibit "C," *(attached hereto/to follow within ninety (90) days, which will be attached hereto and made a part hereof)*. If the survey or disclosure identifies asbestos containing materials (ACM) and the ACM is not removed prior to occupancy, the Sub-Lessor agrees to appoint a building manager who has received an accredited asbestos training; to develop a written operations and maintenance plan for the proper care, maintenance and handling of the ACM; to provide accredited asbestos training for custodians, repair and maintenance personnel; to inform occupants, maintenance and repair personnel where ACM are located and notify them regarding the availability of the survey reports. Sub-Lessor further agrees that



compliance with any laws regarding asbestos (including the cost of removal and restoration of the Premises thereafter) is the sole responsibility of the Sub-Lessor. When ACM within the Premises are to be abated, it shall be performed in conformance with the requirements specified in the Asbestos Hazards Emergency Response Act. Accredited means qualified through a program or course approved by the Environmental Protection Agency.

If Sub-Lessor fails to comply with the terms of this section in the requisite time period, Sub-Lessee shall have the right to contract for this asbestos survey and reduce Sub-Lessee's rent by the full cost of the survey, including but not limited to, any and all costs of procurement.

Section 4.4 Definitions. For the purpose of this Sublease "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

#### **ARTICLE V - MAINTENANCE, REPAIRS AND ALTERATIONS**

Section 5.1 Sub-Lessee's Maintenance and Repair of the Premises. The Sub-Lessee will at its own cost during the term of this sublease and any extensions thereof keep the Premises in a good and safe condition, reasonable use and wear and tear and unavoidable casualty excepted. Sub-Lessee's obligations, under this section, do not include structural repairs, common areas of the Property, and natural wear, decay, or damage by the elements or other casualty (occurring without fault of the Sub-Lessee or other persons permitted by the Sub-Lessee to occupy or enter the Premises or any part thereof). Maintenance and repair of interior glass within the Premises is the sole responsibility of the Sub-Lessee and any glass broken during the term of this lease is to be promptly replaced by and at the expense of the Sub-Lessee with glass of the same size, kind and quality, unless caused by the negligent act or omission of the Sub-Lessor or its authorized representatives.

Section 5.2 The Sub-Lessor shall keep the structural integrity of the Premises in good condition and repair during the term of this Sublease. The Sub-Lessor shall commence any repairs affecting or causing serious threats to health and safety no later than three (3) days, and no later than thirty (30) days for other repairs, after written notice by Sub-Lessee. If Sub-Lessor fails to commence repairs in the requisite time period, and thereafter diligently pursue to completion, then Sub-Lessee shall have the right to repair and offset said cost of repairs from the monthly rent or immediately demand monetary reimbursement in legal tender of the United States of America from the Sub-Lessor which shall be paid within five (5) days of said written demand by Sub-Lessee.

Section 5.3 Sub-Lessor's Right of Entry. The Sub-Lessee will allow the Sub-Lessor and the agents of the Sub-Lessor, at reasonable times and upon prior notice, to enter upon the Premises and examine the condition thereof and to make repairs thereto Lessor, its employees, representatives, consultants, inspectors, appraisers, engineers, contractors, experts and agents

reserve the right to enter the Premises, subject to twenty-four (24) hours' advance notice to Sub-Lessee, to ascertain its condition and state of repair; to perform any service required of Sub-Lessor; or for any other reasonable purpose. In the event of an emergency or if Sub-Lessor deems it necessary, entry may be made immediately and without notice to Sub-Lessee.

Section 5.4 Alterations. Sub-Lessee shall not make any alterations, improvements, changes, or modifications to the Premises or install any fixtures in the Premises without Sub-Lessor's written consent, which consent may be withheld in Sub-Lessor's sole and absolute discretion. Sub-Lessor may, upon Sub-Lessee's request, in Sub-Lessor's sole and absolute discretion, determine to make certain improvements, alterations and modifications to the Premises; provided, however, that Sub-Lessee shall reimburse Sub-Lessor for its direct and indirect costs and expenses incurred in making such improvements; and further provided that Sub-Lessor shall not be obligated to make any improvements requested by Sub-Lessee. All reimbursements for such costs and expenses incurred by Sub-Lessor shall be considered a part of the Rent due hereunder.

Section 5.5 Ownership of Improvements. All improvements and fixtures located on the Premises, including those installed by Sub-Lessee, are and will remain the property of Sub-Lessor, except for Sub-Lessee's trade fixtures, which Sub-Lessee may remove at any time.

#### **ARTICLE VI - SUB-LESSEE'S RESPONSIBILITIES, LIABILITY, AND INSURANCE**

Section 6.1 Sub-Lessee's Responsibilities. The Sub-Lessee shall be responsible for injury caused by the Sub-Lessee's officers and employees in the course and scope of their employment to the extent that the Sub-Lessee's liability for such damage or injury has been determined by a court or otherwise agreed to by the Sub-Lessee. The Sub-Lessee shall pay for such damage and injury to the extent permitted by law provided that an appropriation is enacted for that purpose.

Section 6.2 Systems. Sub-Lessee shall maintain and operate all services required by Sub-Lessee, including without limitation the plumbing, electrical, air conditioning, and security systems. Sub-Lessee shall obtain Sub-Lessor's written consent prior to installing any service that will be physically attached to the Premises, which consent shall not be unreasonably or arbitrarily withheld or delayed by Sub-Lessor.

Section 6.3 Utilities and Services. Sub-Lessee shall obtain and shall pay for all utilities and services used in connection with the Premises. Sub-Lessee shall contract with the various utility companies and service providers in Sub-Lessee's name, cost and expense. Such utilities and services shall include, without limitation, electricity, gas, refuse collection and recycling, telephone, sewage disposal, water or any other utilities or services or any connections or meters therefor, made, levied or assessed in connection with the Premises, any part thereof or any improvement thereon, or against Sub-Lessor or Sub-Lessee in respect thereof, whether assessed to or payable by Sub-Lessor or Sub-Lessee.

Section 6.4 Operating Expenses. Sub-Lessee shall pay for all operating and maintenance expenses which shall be incurred or be assessed with respect to the Premises, including, without

limitation to the generality of the foregoing, the costs of utilities, janitorial services, air conditioning, trash disposal, maintenance, landscaping, and security.

Section 6.5 Operation of Charter School. Sub-Lessee shall operate a charter school at the Premises consistent with standards promulgated by the State of Hawaii and Hawaii Revised Statutes Chapter 302D. Sub-Lessee acknowledges that Sub-Lessee's operation of a charter school is a material part of the inducement for Sub-Lessor to enter into this Sublease. Sub-Lessor may, upon Sub-Lessee's request, in Sub-Lessor's sole and absolute discretion, undertake to perform certain activities and operations to assist Sub-Lessee with operating a charter school; provided, however, that Sub-Lessee shall reimburse Sub-Lessor for its direct and indirect costs and expenses incurred in such undertakings; and further provided that Sub-Lessor shall not be obligated to undertake to perform any activities or operations requested by Sub-Lessee. All reimbursements for such costs and expenses incurred by Sub-Lessor shall be considered a part of the Rent due hereunder.

Section 6.6 Liability of Sub-Lessor. The Sub-Lessor shall not be liable to the Sub-Lessee for damage to person or property arising for any reason, except that the Sub-Lessor shall be liable to the Sub-Lessee for damage to the Sub-Lessee resulting from the negligent act or omission of the Sub-Lessor or its authorized representatives.

Section 6.7 Insurance. Sub-Lessee, as a sovereignty, is self-insured and therefore insurance, including but not limited to, public liability, property damage, fire, plate glass, and business interruption insurance, is not required.

Section 6.8 Fire Insurance. The Sub-Lessor, either separately or through an association of owners, will carry fire and extended coverage insurance on the Property of which the Premises are a part. The insurance shall cover the structural portion of the building, plus all structural improvements constructed by Sub-Lessee. To the extent that coverage of Sub-Lessee's structural improvements shall increase the insurance premium otherwise payable by Sub-Lessor, Sub-Lessee shall upon demand, reimburse the Lessor for the increased cost. The term "structural improvements as used herein shall not include "trade fixtures."

Section 6.9 Liens. Sub-Lessee shall not suffer the Premises to become subject to any liens or encumbrances resulting from the actions or inactions of Sub-Lessee or its agents or contractors, and to the extent any such liens arise, Sub-Lessee shall cause the same to be removed or bonded over within ten (10) days.

## **ARTICLE VII - PROPERTY OF SUB-LESSEE**

Section 7.1 Property of Sub-Lessee. All personal property of any kind or description whatsoever on the Premises shall be at the Sub-Lessee's sole risk, and the Sub-Lessor shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of the Sub-Lessee arising from any act or neglect of co-tenants or other occupants of the building or of other persons, from bursting, overflowing, or leaking of water, gas, sewer, or steam pipes or from any fixtures, appliances or devices connected to same, or from electric conduit, wires, fixtures, appliances or devices, or from chemicals or bacteria or

odors, or caused in any other manner whatsoever unless caused by the negligent act or omission of Sub-Lessor or its authorized representatives.

### **ARTICLE VIII - CONDEMNATION**

Section 8.1 Condemnation. In the event during the term of this lease or any extensions thereof, the Premises or any part thereof shall be taken or condemned by any authority having the power of eminent domain, then and in such event, this lease shall cease and terminate as of the date Sub-Lessee is required to vacate the Premises, and the rent reserved shall be apportioned and paid up to that date. All compensation and damages payable for or on account of the Premises and common areas and the Property thereof, except for improvements constructed or owned by the Sub-Lessee, shall be payable to and be the sole property of the Sub-Lessor. Sub-Lessee shall be compensated for all improvements constructed or owned by the Sub-Lessee. The Sub-Lessee shall not be entitled to any claim against the Sub-Lessor for condemnation of or indemnity for the leasehold interest of the Sub-Lessee.

Section 8.2 Partial Taking. In case only part of the Premises shall be so taken or condemned, the rent thereafter payable for the unexpired remainder of the term shall be reduced in the same proportion that the area of the Premises so taken or condemned bears to the total area of the Premises hereby demised, PROVIDED, HOWEVER, that either party has the right to terminate this lease at its option in the event of a partial taking of at least 25% of the Premises without further obligation under this lease.

### **ARTICLE IX - CASUALTY**

Section 9.1 Fire. The Sub-Lessee shall in case of fire give immediate notice thereof to the Sub-Lessor, and in case the Premises or the building and other improvements in which the Premises are located are totally or partially destroyed or damaged by fire or other cause as to render the Premises or the building and other improvements in which the Premises are located totally or partially inaccessible or unusable or untenable for a period exceeding one hundred twenty (120) days then this Sublease may be terminated at the option of either party hereto; that if the Premises or the building and other improvements in which the Premises are located are damaged as aforesaid so as to render the Premises or the building and other improvements in which the Premises are located totally or partially inaccessible or unusable or untenable for a period of more than sixty (60) days but not exceeding one hundred twenty (120) days, there shall be an abatement of fifty percent (50%) of the basic rent specified in Section 2.1 hereof during the period the Premises cannot be occupied; that if the Premises cannot be occupied as aforesaid for a period of less than sixty (60) days, there shall be no abatement in rent.

If twenty-five percent (25%) or more of the rentable area of the building of which the Premises form a part cannot be occupied due to fire or other casualty or if the Sub-Lessor is unable to obtain a building permit to repair any portion of the Premises which have been damaged by fire or other casualty or which have been declared unsanitary or unsafe by any governmental agency or authority, then the Sub-Lessor may cancel this Sublease, even though the Premises may not be damaged. Written notice of cancellation shall be given to the Sub-

Lessee within thirty (30) days after such damage or declaration by civil authority and thereafter the Sub-Lessee shall immediately surrender possession.

#### **ARTICLE X - DEFAULT**

Section 10.1 Remedies on Sub-Lessee's Default. This Sublease is upon the express condition that, if Sub-Lessee shall fail to pay the Base Rent or any other component of rent herein reserved or any part thereof as the same becomes due, or shall fail to faithfully observe and perform any other term, covenant or condition of this Sublease, or shall abandon the Premises, or shall suffer this Sublease or any estate or interest hereunder to be taken on execution, or shall suffer any mechanic's or materialmen's lien to attach to said Premises, and shall fail to secure the discharge or release thereof within a reasonable time after the entry of any judgment or order of a court of competent jurisdiction for the foreclosure or other endorsement of the lien and the breach or default shall continue for a period of thirty (30) days after delivery of a written notice of any such breach or default by personal service, registered mail or certified mail, then in that event, Sub-Lessor may at once reenter the Premises and, upon or without the entry, at its option, terminate this Sublease without any further service or notice or legal process, and may expel and remove from the Premises, Sub-Lessee and those claiming under it and its effects and Sub-Lessor may store, remove and dispose of any of Sub-Lessee's improvements or personal property at Sub-Lessee's expense, and may then or at any time before or thereafter bring an action for summary possession of said Premises, all without prejudice to any other remedy or right of action which Sub-Lessor may have for arrears of rent or other breach of contract; PROVIDED, HOWEVER, that if the nature of the default, other than nonpayment of rent is such that the same cannot be reasonably cured within a thirty-day period, Sub-Lessee shall not be deemed to be in default if Sub-Lessee shall, within the period, commence a cure and thereafter diligently prosecute the same to completion.

Section 10.2 Non-Waiver. The acceptance of any Rent or monies by Sub-Lessor is not a waiver of any breach by Sub-Lessee. Acceptance of less than the total Rent or monies due from Sub-Lessee or any endorsement or statement on any payment shall not be deemed an accord and satisfaction. No waiver by Sub-Lessor of any provision herein shall be a waiver of any subsequent breach. The history of any dealings between Sub-Lessor and Sub-Lessee or any other tenant shall not be interpreted as a waiver or relinquishment of Sub-Lessor's absolute right to insist on strict compliance with every provision of this Sublease at all times.

#### **ARTICLE XI - SURRENDER, HOLDING OVER**

Section 11.1 Surrender of Premises. At the end of the term of this Sublease or other earlier termination of this Sublease, Sub-Lessee will peaceably deliver to Sub-Lessor possession of the Premises together with all improvements thereon by whomsoever made, in good repair, order and condition, reasonable wear and tear and unavoidable casualty excepted.

The Sub-Lessee may, at its option, remove any trade fixtures placed on the Premises by Sub-Lessee which can be reasonably removed from the Premises without causing damage thereto. If the Sub-Lessee fails to remove any personal property or trade fixtures that Sub-Lessee has informed Sub-Lessor will be removed from the Premises, after thirty (30) days written notice

by Sub-Lessor, the Sub-Lessor may remove such trade fixtures and personal property from the Premises and either deem them abandoned and dispose of them or place them in storage at the cost and expense of Sub-Lessee, and the Sub-Lessee does agree to pay all costs and expenses for disposal, removal, or storage of the trade fixtures and personal property.

The Sub-Lessee will allow the Sub-Lessor during the last month of the term hereof to affix to or keep on the Premises "For Rent" notice, and will allow the Sub-Lessor to show the Premises during business hours to prospective Sub-Lessee upon advance notice.

Section 11.2 Holding Over. Nothing herein contained shall be deemed to permit Sub-Lessee to retain possession of the Premises after the expiration or sooner termination of the term of this Sublease. If Sub-Lessee holds over in possession after the expiration or termination of the term of this Sublease, such holding over shall not be deemed to extend the term or renew this Sublease. Sub-Lessee hereby waives the benefit of any law or statute in effect in the state where the Premises are located which would contravene or limit the provisions set forth in this Section 11.2. This provision shall survive the expiration or earlier termination of this Sublease.

## **ARTICLE XII - NOTICE**

Section 12.1 Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

To the Sub-Lessor at: 98-084 Kamehameha Hwy., Ste. 301A, Aiea, Hawaii 96701

To the Sub-Lessee at: 1403A California Avenue, Wahiawa, Hawaii 96786

Section 12.2 Sub-Lessee Notice Requirements. Sub-Lessee shall provide Sub-Lessor with prompt written notice of the following:

- a. any special assessments or charges which have been levied against the Premises.
- b. any violation or notice from any federal, state or local governmental authority regarding possible violation of any laws, codes, rules, regulations, ordinances or restrictions relating to the Premises or its construction, use or operation (including without limitation the Americans with Disabilities Act and other requirements relating to access for the disabled, fire and safety codes, zoning, health, sanitation, city planning and environmental laws).

- c. any investigations, suits, actions, administrative or arbitration proceedings pending or threatened, whether involving a governmental authority or a private party, to which Sub-Lessee is a party or affecting the Premises.
- d. any order, writ, injunction or decree of any court, government or governmental agency or any arbitration award affecting Sub-Lessee or the Premises.
- e. any pending or threatened litigation, condemnation, eminent domain, environmental, or zoning or other land use regulation or other administrative proceedings, which could detrimentally affect in a material manner the use or operation of the Premises.

### **ARTICLE XIII - SUBORDINATION, ESTOPPEL, ATTORNMENT**

Section 13.1 Sublease Subordinate to Mortgages. This Sublease shall be subject and subordinate to the lien of any mortgage in any amount or amounts whatsoever now existing or hereafter placed on the land and buildings of which the Premises form a part without the necessity of any other instrument or act on the part of the Sub-Lessee to effectuate the subordination, provided the mortgagee named in any mortgage shall agree that in the event of foreclosure it will not join the Sub-Lessee as a party defendant in the foreclosure action and will not take any action to terminate this lease so long as the Sub-Lessee is not in default hereunder. The Sub-Lessee covenants and agrees to execute and deliver upon demand a further instrument or instruments evidencing the subordination of this lease to the lien of any mortgage or mortgages as may be required by the Sub-Lessor.

Section 13.2 [RESERVED].

Section 13.3 Attornment. Sub-Lessee agrees to attorn to the assignee, transferee, or purchaser of Sub-Lessor's interest from and after the date of notice to Sub-Lessee of any assignment, transfer or sale, in the same manner and with the same force and effect as though this lease were made, in the first instance, by and between Sub-Lessee and the assignee, transferee or purchaser. If any proceedings are instituted for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Sub-Lessor covering the Property, Sub-Lessee shall, upon Sub-Lessor's request, attorn to the purchaser upon any foreclosure or sale and recognize the purchaser as the Sub-Lessor under this lease. Sub-Lessee's attornment is contingent on compliance by the assignee, transferee, or purchaser with section 14.12.

Section 13.4 Transfer Documents. In the event of any such sale, assignment, mortgage, transfer or hypothecation, Sub-Lessee will promptly execute any and all documents, including but not limited to consents and true and accurate estoppel certificates, as may be deemed necessary to the transaction by the Sub-Lessor. Further, in the event that for any business purpose of Sub-Lessor it shall be necessary for Sub-Lessor that Sub-Lessee execute documents, including but not limited to consents and estoppel certificates, Sub-Lessee agrees to execute any

and all of said documents, provided only that the documents accurately and truthfully reflect the matters contained therein.

The Sub-Lessee shall upon and after written notice, received as designated in Section 12.1, act upon the requested document. The Sub-Lessee shall respond within the time period of ten (10) business days or such additional time period the Sub-Lessee may request.

#### **ARTICLE XIV - GENERAL**

Section 14.1 Time is of the Essence. Time is of the essence in all provisions of this Sublease.

Section 14.2 Hawaii Law; Venue; Jurisdiction. This Sublease shall be construed, interpreted, and governed by the laws of the State of Hawaii. The venue for any judicial action with respect to this Sublease shall be in the county or city and county in which the Property is situated. All parties to this agreement shall submit to the jurisdiction of the State Courts of the State of Hawaii for all purposes relating to this lease.

Section 14.3 Exhibits - Incorporation in Lease. All exhibits referred to are attached to this lease and hereby are deemed incorporated by reference.

EXHIBIT "A" Lease

EXHIBIT "B" Floor Plan

EXHIBIT "C" Asbestos Survey/Equivalent Disclosure to follow

Section 14.4 Singular and Plural. When required by the context of this lease, the singular shall include the plural.

Section 14.5 Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe or limit the scope or intent of any provision of this lease.

Section 14.6 Successors and Assigns. The term "Sub-Lessor" as used herein shall include the Sub-Lessor, its successors and assigns, and the term "Sub-Lessee" as used herein shall include the Sub-Lessee and its successors and assigns.

Section 14.7 Partial Invalidity. If any term, provision, covenant or condition of this lease should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. Sub-Lessor and Sub-Lessee agree that neither shall be construed as the drafter of this Sublease.

Section 14.8 [RESERVED].

Section 14.9 Americans with Disabilities Act (ADA) Compliance. The Sub-Lessee shall comply with the mandates of the Americans with Disabilities Act of 1990, any amendments



thereto, and the regulations promulgated thereunder, on all new construction and alterations of nonresidential facilities, including the Premises herein. All new construction and alterations must be made "readily accessible to and usable by" disabled individuals. The Sub-Lessee shall obtain approval from the Disability and Communication Access Board of the plans for the construction or alteration of any public buildings, facilities, and sites in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) as required by HRS section 103-50. The Sub-Lessee shall be responsible to pay any fees charged by the Disability and Communication Access Board for review of the plans, including, but not limited to review of the plans for Sub-Lessee's interior improvements.

Disabled individuals must be able to approach, enter and use the leased premises easily and conveniently. Access must be provided to primary entrances, parking areas, routes to and from the building, bathrooms and water fountains, and other goods, services and programs of the leased premises. The Sub-Lessor shall not be required to provide physical access to a historic property if doing so would threaten or destroy its historic features. Sub-Lessee further agrees that, if it is determined that the building, including all common areas, does not comply with the ADA, or meet minimum level of accessibility (Minimum Access), or both, the Sub-Lessee shall be solely liable for such failure and Sub-Lessee shall take all necessary actions, including remodeling, to bring the building or premises (if Sub-Lessee providing turnkey improvements) into compliance. Minimum Access means:

- (a) At least one accessible entrance complying with Americans with Disabilities Act Accessibility Guidelines (ADAAG) 4.14. Such entrance shall be an entrance used by the general public (i.e., not a service or freight entrance).
- (b) At least one accessible route complying with ADAAG 4.14 to the Premises where Sub-Lessee's functions are conducted.
- (c) If toilet facilities are provided:
  - 1. One (1) toilet facility for each sex in the building; or
  - 2. One (1) unisex toilet. However, if alterations are being done as a condition of the Sub-Lessee's occupancy, a unisex toilet is acceptable only if alterations to existing toilet facilities for each sex are technically infeasible as defined in ADAAG 4.1.6(1)(j);
  - 3. The Sub-Lessee will choose the option which provides greater access. Said toilet facilities shall conform with ADAAG 4.22, 4.23, and 4.1.6 (3) (e).
- (d) Accessible parking complying with ADAAG 4.1.2 (5) [(a)-(e)], 4.1.3 (8) (b) (i), 4.1.6 (1) (b), and 4.6 if customer or employee parking is provided and included in the lease.

The Sub-Lessee shall ensure that its programs and services in the leased Premises are "program accessible." This means that each service, program and activity is readily accessible to and usable by disabled individuals. See also, Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended.

Section 14.10 [RESERVED].

Section 14.11 Days. Days shall mean calendar days unless otherwise specified.

Section 14.12 Tax Clearances. Final payment under this Sublease shall be withheld pending receipt of tax clearances for Sub-Lessor from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) as required by Hawaii Revised Statutes section 103-53. If Sub-Lessor assigns this Sublease, the assignee shall be required to provide tax clearances from DOTAX and the IRS. Sub-Lessor agrees to register with Hawaii Compliance Express and receive certification of vendor compliance to fulfill the requirements of this section.

Section 14.13 Notarized Signatures. Sub-Lessor's notarized signature(s) is attached and made a part of this document.

Section 14.14 Entire Agreement; Modification; Executed in Counterparts. This Sublease contains all the agreements of the parties and cannot be amended or modified except by a written agreement. This Sublease may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All of such counterparts together shall constitute one and the same lease, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Sublease, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. The submission of a signature page by facsimile or electronic (e.g., PDF) transmission shall be deemed for all purposes to be an original, executed counterpart hereof.

Section 14.15 Sub-Lessor's Remedies. Sub-Lessor's remedies hereunder are cumulative and do not preclude any other remedy in law or equity. If Sub-Lessee defaults, Sub-Lessor may immediately terminate this Sublease and re-enter the Premises, using all necessary force to replace all locks and to remove all persons and property from the Premises, all without liability to Sub-Lessor for or by reason of such entry or taking of possession, whether for the restoration of damage to property caused by such taking or otherwise. Upon re-entry, Sub-Lessor may take possession, repair and re-let the Premises or terminate this Sublease at its sole discretion.

Section 14.16 [RESERVED].

Section 14.17 [RESERVED].

Section 14.18 [RESERVED].

Section 14.19 [RESERVED].

Section 14.20 [RESERVED].

Section 14.21 Force Majeure. Except for monetary obligations, if either Sub-Lessor or Sub-Lessee is hindered from performing under this Sublease by reason of strikes, lockouts, labor troubles, inability to procure materials, power failures, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a similar nature not the fault of the party delayed in its performance, then their performance shall be excused for said period of such delay; provided that no monetary obligations shall be excused as a result of force majeure events.

Section 14.22 No Recordation. Neither this Sublease nor a memorandum thereof shall not be recorded in the Bureau.

Section 14.23 Compliance with Lease. This Sublease is subject in all respects to the Lease. Sub-Lessee hereby covenants and agrees to comply with the all of the terms, conditions, and requirements applicable to the "Tenant" under the Lease.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day, month, and year first above written.

**KAMALANI ACADEMY FOUNDATION**

By: 

Print Name: R. Kalani Fronda

Its: Board Chair

Date: June 13, 2017

**SUB-LESSOR**

**KAMALANI ACADEMY**

By: 

Print Name: UKulipo Laumaha

Its: Board Chair

Date: June 2, 2018

**SUB-LESSEE**

APPROVED AS TO LEGALITY, FORM,  
EXCEPTIONS, AND RESERVATIONS:

  
GREGG M. USTINOFF

Deputy Attorney General

Date: MAY 31, 2017

## Annual Budget

For Fiscal Year July 1, 2023 through June 30, 2028

Student Count	156 2023-2024	170 2024-2025	187 2025-2026	187 2026-2027	187 2027-2028
<b>OPERATIONAL FUNDING</b>					
1 State Per Pupil	\$ 1,216,800.00	\$ 1,326,000.00	\$ 1,458,600.00	\$ 1,458,600.00	\$ 1,458,600.00
2 Grants - Federal	\$ 787,918.00	\$ 712,000.00	\$ 712,000.00	\$ 712,000.00	\$ 712,000.00
3 Grants					
4 Nutrition Funding - Federal	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
5 Nutrition Funding - Fees	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
6 Other Program Fees	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
7 Contributions, cash	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
8 Transportation Fees					
9 Other: FICA Reimb	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00
10 Other:					
11 <b>TOTAL OPERATING REVENUES</b>	2,184,218.00	2,217,500.00	2,350,100.00	2,350,100.00	2,350,100.00
<b>OPERATING EXPENSES</b>					
12 Administration	539,600.00	463,622.00	463,622.00	463,622.00	463,622.00
13 Instructional Services	957,119.00	957,119.00	957,119.00	957,119.00	957,119.00
14 Pupil Services	108,000.00	120,000.00	140,000.00	140,000.00	140,000.00
15 Operation & Maintenance of Facilities	438,500.00	438,500.00	438,500.00	438,500.00	438,500.00
16 Benefits and Other Fixed Charges	-	-	-	-	-
17 Community Services	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
18 <b>TOTAL OPERATING EXPENSES</b>	2,063,219.00	1,999,241.00	2,019,241.00	2,019,241.00	2,019,241.00
19 <b>TOTAL OPERATING GAIN/(LOSS)</b>	120,999.00	218,259.00	330,859.00	330,859.00	330,859.00
<b>NONOPERATIONAL FUNDING:</b>					
20 Contributions, in-kind					
21 Rental Income					
22 Other:					
23 Other:					
24 <b>TOTAL NONOPERATING REVENUE</b>	-	-	-	-	-
<b>OTHER/MISCELLANEOUS EXPENSES:</b>					
25 Other:		-	-	-	-
26 <b>TOTAL NONOPERATING EXPENSES</b>	-	-	-	-	-
27 <b>TOTAL NONOPERATING GAIN/(LOSS)</b>	-	-	-	-	-
28 <b>CHANGES IN NET ASSETS:</b>	120,999.00	218,259.00	330,859.00	330,859.00	330,859.00
29 Other:					
30 <b>NET ASSETS AT BEGINNING OF YEAR</b>	204,885.00	325,884.00	544,143.00	875,002.00	1,205,861.00
31 <b>NET ASSETS AT END OF YEAR</b>	325,884.00	544,143.00	875,002.00	1,205,861.00	1,536,720.00



NAME: **Kensington Academy**Schedule of **Subtotal** Functional Expenses

Line	Functional Category	Year 1	FTE	Year 2	FTE	Year 3	FTE	Year 4	FTE	Year 5	FTE
100	Administration	530,800.00	5.3	463,022.00	4.1	463,022.00	4.1	463,022.00	4.1	463,022.00	4.1
110	Subtotal - Governing Board	20,000.00		10,000.00		10,000.00		10,000.00		10,000.00	
111	Contracted Services										
112	Travel and other expenses	20,000.00		10,000.00		10,000.00		10,000.00		10,000.00	
113	Supplies & Materials										
120	Subtotal - School Leadership	300,800.00	3.0	244,322.00	1.8	244,322.00	1.8	244,322.00	1.8	244,322.00	1.8
121	Salaries - Professional	300,800.00	3.0	244,322.00	1.8	244,322.00	1.8	244,322.00	1.8	244,322.00	1.8
130	Subtotal - Business and Finance	60,000.00	0.3	60,000.00	0.3	60,000.00	0.3	60,000.00	0.3	60,000.00	0.3
131	Salaries - Professional										
132	Contracted Services	15,000.00	0.3	15,000.00	0.3	15,000.00	0.3	15,000.00	0.3	15,000.00	0.3
140	Subtotal - Human Resources	54,000.00		54,000.00		54,000.00		54,000.00		54,000.00	
141	Salaries - Professional										
142	Contracted Services										
150	Subtotal - Audit Services (Annual)	43,000.00	0.0	43,000.00	0.0	43,000.00	0.0	43,000.00	0.0	43,000.00	0.0
152	Contracted Services	43,000.00		43,000.00		43,000.00		43,000.00		43,000.00	
160	Subtotal - Info. Management & Technology	8,400.00	0.0	8,400.00	0.0	8,400.00	0.0	8,400.00	0.0	8,400.00	0.0
161	Salaries - Professional										
162	Contracted Services	8,400.00		8,400.00		8,400.00		8,400.00		8,400.00	
170	Subtotal - Development										
171	Salaries - Professional										
172	Contracted Services										
173	Fundraising										
180	Subtotal - Other Administration	88,000.00	2.0	88,000.00	2.0	88,000.00	2.0	88,000.00	2.0	88,000.00	2.0
181	Salaries - Clerical, School Support Staff	80,000.00	2.0	80,000.00	2.0	80,000.00	2.0	80,000.00	2.0	80,000.00	2.0
182	Recruitment/Advertising	6,000.00		6,000.00		6,000.00		6,000.00		6,000.00	
183	Travel and other expenses										
184	Supplies and Materials	2,000.00		2,000.00		2,000.00		2,000.00		2,000.00	
185	Other: Dues, Licenses, Permits, Admin Meetings	900.00		900.00		900.00		900.00		900.00	
200	Instructional Services	957,119.00	13	957,119.00	13	957,119.00	13	957,119.00	13	957,119.00	13
210	Subtotal - Instructional Leadership	178,798.00	0.0	178,798.00	0.0	178,798.00	0.0	178,798.00	0.0	178,798.00	0.0
211	Salaries - Professional										
213	Contracted Services	72,490.00		72,490.00		72,490.00		72,490.00		72,490.00	
214	Supplies and Materials	83,000.00		83,000.00		83,000.00		83,000.00		83,000.00	
215	Travel and other expenses	24,300.00		24,300.00		24,300.00		24,300.00		24,300.00	
220	Subtotal - Classroom and Specialist Teachers	547,000.00	9.5	547,000.00	9.5	547,000.00	9.5	547,000.00	9.5	547,000.00	9.5
221	Salaries - Teachers, Classroom	522,000.00	9.0	522,000.00	9.0	522,000.00	9.0	522,000.00	9.0	522,000.00	9.0
222	Salaries - Teachers, Specialists	25,000.00	0.5	25,000.00	0.5	25,000.00	0.5	25,000.00	0.5	25,000.00	0.5
230	Subtotal - Other Teaching Services	115,000.00	2.0	115,000.00	2.0	115,000.00	2.0	115,000.00	2.0	115,000.00	2.0
231	Salaries - Educational Assistants	115,000.00	2.0	115,000.00	2.0	115,000.00	2.0	115,000.00	2.0	115,000.00	2.0
233	Substitute Teachers Cost										
234	Contracted Services										
240	Subtotal - Professional Development										
242	Contracted Services										
243	Supplies and Materials										
244	Travel and other expenses										
250	Subtotal - Guidance, Psychological & Testing	80,000.00	1.0	80,000.00	1.0	80,000.00	1.0	80,000.00	1.0	80,000.00	1.0
251	Salaries - Professional	80,000.00	1.0	80,000.00	1.0	80,000.00	1.0	80,000.00	1.0	80,000.00	1.0
253	Contracted Services										
254	Supplies and Materials										
260	Subtotal - Materials, Equipment & Technology	36,320.00		36,320.00		36,320.00		36,320.00		36,320.00	
261	Textbooks & Related Media/Materials										
262	Other Instructional Materials										
263	Instructional Equipment										
264	General Instructional Supplies										
265	Other Instructional Services										

Form A2

Yellow cells - Formula cells, do not enter information.

Blue cells - Information provided by applicant.

Gray cells - Items not shown, info not applicable.

Pink cells - Cost provided by Commission (locked cell).

Green cells - Provide brief description.

## Instructions/Notes

For all personnel, please provide a full-time equivalency (FTE) total that corresponds to the salary expense reported. If individual's work week is 40 hours, then 1.0 FTE. If less than 40 hours per week, need to calculate FTE [(no. of hours scheduled)/40 hours].

100	Administration - Calculates automatically.
110	Calculates automatically - expenses for the Governing Board.
111	Professional services, such as Governing Board training and professional development.
112	Travel and other expenses for Board members such as dues, subscriptions and memberships.
113	Supplies and materials for the operation of the Governing Board.
120	Calculates automatically - expenses for the School Leadership office.
121	Salaries for non-instructional school-wide administrative personnel such as executive director (Principals and Instructional Leaders should be noted in Instructional Services) and Vice Principals.
130	Calculates automatically - expenses for the Business and Finance office.
131	Salaries for non-instructional school-wide administrative personnel such as business manager, accountant, chief financial officer, etc.
132	Contracted professional services, including all related expenses covered by the contract.
140	Calculates automatically - expenses for the HR office.
141	Salaries for non-instructional school-wide administrative personnel such as an HR director.
142	Contracted professional services, including all related expenses covered by the contract.
150	Calculates automatically - Average cost for annual audit services for the School.
152	Contracted professional services for the School - average cost.
160	Calculates automatically - expenses that support the data processing needs of the school, including student databases.
161	Salaries for non-instructional school-wide administrative personnel such as a network support technician.
162	Contracted professional services, including all related expenses covered by the contract.
170	Calculates automatically - expenses related to development, fundraising, and recruitment.
171	Salaries for non-instructional school-wide administrative personnel such as a Director of Development.
172	Contracted professional services, including all related expenses covered by the contract.
173	Expenses related to fundraising.
180	Calculates automatically - expenses related to development, fundraising, and recruitment.
181	Salaries for administrative support personnel such as registrars and school office staff who prepare, transcribe, systematize or preserve communications, records and transactions.
182	Recruiting/advertising for students, staff, and board members.
183	Travel and other expenses for staff and the school such as dues, subscriptions and memberships.
184	Office Supplies and postage.
185	Dues, Licenses, Permits, Admin Meetings.
200	Instructional Services - Calculates automatically.
210	Calculates automatically - expenses for instructional leadership.
211	Salaries for instructional personnel in leadership roles such as Curriculum Directors (including SPED), Department Heads, Technology/Instructional Coordinators, Team Leaders, etc.
213	Contracted professional services, including all related expenses covered by the contract.
214	Materials and items of an expendable nature that is consumed or loses its identity through incorporation into a different/more complex unit/substance. Unit price of less than \$5000.
215	Travel and other expenses for staff such as dues, subscriptions and memberships.
220	Calculates automatically - expenses for teachers.
221	Salaries for teachers with primary responsibility for teaching designated curriculum to established "classes" of students in a group instruction setting. Also includes itinerant music, art, health, physical education teachers who travel from classroom-to-
222	Salaries for teachers with primary responsibility for teaching designated curriculum to established "classes" of students in a group instruction setting. Also includes itinerant music, art, health, physical education teachers who travel from classroom-to-
230	Calculates automatically - expenses for other teaching services.
231	Salaries for Educational Assistants hired to assist teachers/specialists with classroom instruction or to assist teachers in the preparation or reproduction of instructional materials or operation and maintenance of instructional equipment.
233	Anticipated cost for substitute teachers.
234	Contracted professional services, including all related expenses covered by the contract, for other teaching services (non-payroll substitute teachers should be included here).
240	Calculates automatically - expenses for professional development of instructional personnel.
242	Contracted professional services, including all related expenses covered by the contract, for professional development (non-payroll substitute teachers should be included here).
243	Materials and items of an expendable nature that is consumed or loses its identity through incorporation into a different/more complex unit/substance. Unit price of less than \$5000.
244	Travel and other expenses for staff such as dues, subscriptions and memberships.
250	Calculates automatically - expenses for guidance, psychological, and testing.
251	Salaries for guidance counselors and school social workers (for school adjustment, higher education, career planning, and workplace learning placement), psychological evaluations and other services provided by a licensed mental health professionals.
253	Contracted professional services, including all related expenses covered by the contract, for guidance, psychological, and testing.
254	Materials and items of an expendable nature that is consumed or loses its identity through incorporation into a different/more complex unit/substance. Unit price of less than \$5000.
260	Calculates automatically - expenses for materials, equipment & technology.
261	Expenditures for all textbooks, workbooks, and materials including accessories, such as CD-ROMS, videos, etc. provided as an integrated package, and printed manuals, used to support direct instructional activities.
262	Books and other materials, excluding textbooks, for use in school libraries or classroom libraries (trade books, periodicals, reference materials, etc.).
263	Non-capitalized expenditures for purchase of furniture, science laboratory, physical education, equipment, irrespective of unit cost. Also includes lease/purchase of copy equipment primarily used to produce instructional materials.
264	Papers, pens, pencils, crayons, chalk, paint, toner printer cartridges, calculators, etc.
265	Cost for field trips, including admissions and transportation costs.

266 Classroom Instructional Technology	35,320.00		35,320.00		35,320.00		35,320.00		35,320.00	
267 Other Information Technology Hardware										
268 Instructional Software										
269 Depreciation for Instructional Equipment										
270 Other										
<b>300 Pupil Services</b>	<b>105,000.00</b>	<b>0.0</b>	<b>125,000.00</b>	<b>0.0</b>	<b>140,000.00</b>	<b>0.0</b>	<b>140,000.00</b>	<b>0.0</b>	<b>140,000.00</b>	<b>0.0</b>
310 Salaries - Pupil Services										
320 Health Services										
330 Student Transportation (to and from school)										
340 Depreciation of Transportation Vehicles										
350 Food Services	85,000.00		85,000.00		100,000.00		100,000.00		100,000.00	
360 Athletic Services										
370 Other Kitchen Manager	45,000.00		45,000.00		45,000.00		45,000.00		45,000.00	
<b>400 Operation &amp; Maintenance of Facilities</b>	<b>435,500.00</b>	<b>1.0</b>	<b>435,500.00</b>	<b>1.0</b>	<b>435,500.00</b>	<b>1.0</b>	<b>435,500.00</b>	<b>1.0</b>	<b>435,500.00</b>	<b>1.0</b>
410 Salaries - Operation & Maintenance of Facilities	35,000.00	1.0	35,000.00	1.0	35,000.00	1.0	35,000.00	1.0	35,000.00	1.0
415 Utilities	41,500.00		41,500.00		41,500.00		41,500.00		41,500.00	
420 Maintenance of Buildings & Grounds	3,000.00		3,000.00		3,000.00		3,000.00		3,000.00	
425 Maintenance of Equipment										
430 Networking and Telecommunications										
435 Depreciation of Equipment, Building, & Grounds										
440 Rental/Lease of Buildings & Grounds	351,000.00		351,000.00		351,000.00		351,000.00		351,000.00	
445 Rental/Lease of Equipment										
455 Other Custodial supplies	8,000.00		8,000.00		8,000.00		8,000.00		8,000.00	
460 Other										
<b>500 Benefits and Other Fixed Charges</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
510 Employee Retirement										
520 Fringe Benefits										
530 Insurance (non-employee)										
570 Other										
<b>600 Community Services</b>	<b>20,000.00</b>		<b>20,000.00</b>		<b>20,000.00</b>		<b>20,000.00</b>		<b>20,000.00</b>	
610 Community Engagement	20,000.00		20,000.00		20,000.00		20,000.00		20,000.00	
<b>700 OTHER/MISCELLANEOUS EXPENSES:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
730 Other										
<b>800 TOTALS</b>	<b>2,063,219.00</b>	<b>18.8</b>	<b>1,999,241.00</b>	<b>17.6</b>	<b>2,019,241.00</b>	<b>17.6</b>	<b>2,019,241.00</b>	<b>17.6</b>	<b>2,019,241.00</b>	<b>17.6</b>

266 Computers, servers, networks, scanners, digital cameras, etc. used in the classroom or in computer laboratories.	
267 Computers, servers, networks, scanners, digital cameras, etc. for school administrators, and staff	
268 Programs, licenses and other instructional programs, such as STAR, NWEA, and Achieve 3000.	
269 Annual depreciation expense for capitalized Instructional Materials, Equipment, & Technology.	
270 Specify other expenditures, if applicable.	
<b>300 Pupil Services - Calculates automatically.</b>	
310 School nurses and coaches, etc. on payroll.	
320 Contracted professional services and related costs, including stipends.	
330 Contracted professional services and related costs incurred by the school for Home-to-school student transportation.	
340 Annual depreciation expense for capitalized transportation vehicles according to Generally Accepted Accounting Principles (GAAP).	
350 Contracted professional services and related costs, including stipends incurred for the school's food services program.	
360 Contracted professional services and related costs, including stipends.	
370 Specify other pupil services expenditures, if applicable.	
<b>400 Operation &amp; Maintenance of Facilities - Calculates automatically.</b>	
410 Custodians, maintenance, etc.	
415 Cost of heating fuel, oil, electricity, gas, water, trash, waste disposal, telephone services, etc.	
420 Includes contracted custodial services and building security.	
425 Equipment parts and repair, materials, and tools, contracted services, including vehicles.	
430 Costs for supporting school technology infrastructure, including wiring, PBX Systems, file servers, etc.	
435 Annual depreciation expense for capitalized Equipment, Networking and Telecommunications, Building, & Grounds.	
440 Annual operating lease/rental costs on Building/Grounds.	
445 Annual operating lease/rental costs on other operations and maintenance of plant equipment.	
455 Custodial Supplies.	
460 Specify other operations & maintenance of plant expenses.	
<b>500 Benefits and Other Fixed Charges - Calculates automatically.</b>	
510 Not an expense for the schools.	
520 Not an expense for the schools.	
530 Insurance premiums for property, fire, liability, fidelity bonds; judgments against the school resulting from self-insurance.	
570 Specify other fixed charge expenditures, if applicable, which may include costs of public safety inspections.	
<b>600 Community Services - Calculates automatically.</b>	
610 Activities designed to engage the school community in the school's mission and vision.	
<b>700 OTHER/MISCELLANEOUS EXPENSES: - Calculates automatically.</b>	
730 Please enter a brief description in the highlighted green cell, if applicable.	
<b>800 TOTALS - Calculates automatically.</b>	



## Schedule of Estimated Monthly Cash Flows

		156												
		2023-2024												
Line	Description	Total	July	August	September	October	November	December	January	February	March	April	May	June
CASH FLOWS FROM OPERATING ACTIVITIES														
Cash from Government Funding														
1	State Sources	1,216,800.00	681,408.00					413,712.00				121,680.00		
2	Federal Sources	787,917.50	57,000.00		168,979.50			168,979.00		55,000.00	168,979.50			168,979.50
3	Cash From Other Sources													
4	Cash Contributions	11,000.00		1,000.00	1,165.00	1,165.00	1,165.00	850.00	1,165.00	1,165.00	1,165.00	1,160.00	1,000.00	
5	Grants - Governmental and Non-Governmental	106,000.00		5,000.00	14,000.00	9,600.00	10,000.00	10,200.00	8,000.00	9,100.00	10,000.00	9,100.00	10,500.00	10,500.00
6	Other Funding: FICA Reimb	62,500.00	8,500.00				18,000.00			18,000.00			18,000.00	
7	Expenses/Liabilities Paid Out	(2,063,218.92)	(171,934.91)	(171,934.91)	(171,934.91)	(171,934.91)	(171,934.91)	(171,934.91)	(171,934.91)	(171,934.91)	(171,934.91)	(171,934.91)	(171,934.91)	(171,934.91)
7.1	Administration	-												
7.2	Instructional Services	-												
7.3	Pupil Services	-												
7.4	Operation & Maintenance of Facilities	-												
7.5	Benefits and Other Fixed Charges	-												
7.6	Community Services	-												
7.7	Other/Miscellaneous Expenses:	-												
8	NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	120,998.58	574,973.09	(165,934.91)	12,209.59	(161,169.91)	(142,769.91)	421,806.09	(162,769.91)	(88,669.91)	8,209.59	(39,994.91)	(142,434.91)	7,544.59
9	CASH BALANCE, BEGINNING OF THE PERIOD	95,571.00	95,571.00	670,544.09	504,609.18	516,818.77	355,648.86	212,878.95	634,685.04	471,915.13	383,245.22	391,454.81	351,459.90	209,024.99
10	CASH BALANCE, END OF PERIOD	216,569.58	670,544.09	504,609.18	516,818.77	355,648.86	212,878.95	634,685.04	471,915.13	383,245.22	391,454.81	351,459.90	209,024.99	216,569.58



## Schedule of Estimated Monthly Cash Flows

		170												
Line	Description	2024-2025	July	August	September	October	November	December	January	February	March	April	May	June
CASH FLOWS FROM OPERATING ACTIVITIES														
Cash from Government Funding														
1	State Sources	1,326,000.00	742,560.00					450,840.00				132,600.00		
2	Federal Sources	787,917.50	57,000.00		168,979.50			168,979.00		55,000.00	168,979.50			168,979.50
3	Cash From Other Sources													
4	Cash Contributions	11,000.00		1,000.00	1,165.00	1,165.00	1,165.00	850.00	1,165.00	1,165.00	1,165.00	1,160.00	1,000.00	
5	Grants - Governmental and Non-Governmental	111,500.00		5,500.00	14,500.00	10,100.00	10,500.00	10,700.00	8,500.00	9,600.00	10,500.00	9,600.00	11,000.00	11,000.00
6	Other Funding: PICA Reimb.	62,500.00	8,500.00				18,000.00			18,000.00			18,000.00	
7	Expenses/Liabilities Paid Out	(1,999,241.04)	(166,603.42)	(166,603.42)	(166,603.42)	(166,603.42)	(166,603.42)	(166,603.42)	(166,603.42)	(166,603.42)	(166,603.42)	(166,603.42)	(166,603.42)	(166,603.42)
7.1	Adminstration	-												
7.2	Instructional Services	-												
7.3	Pupil Services	-												
7.4	Operation & Maintenance of Facilities	-												
7.5	Benefits and Other Fixed Charges	-												
7.6	Community Services	-												
7.7	Other/Miscellaneous Expenses:	-												
8	NET CASH PROVIDED (USED) BY OPERATING ACTIVITY	299,676.46	641,456.58	(160,103.42)	16,041.08	(155,338.42)	(136,938.42)	464,765.58	(156,938.42)	(82,838.42)	14,041.08	(23,243.42)	(136,603.42)	13,376.08
9	CASH BALANCE, BEGINNING OF THE PERIOD	216,569.58	216,569.58	858,026.16	697,922.74	715,963.82	560,625.40	423,686.98	886,452.56	731,514.14	648,675.72	662,716.80	639,473.38	502,869.96
10	CASH BALANCE, END OF PERIOD	516,246.04	858,026.16	697,922.74	715,963.82	560,625.40	423,686.98	886,452.56	731,514.14	648,675.72	662,716.80	639,473.38	502,869.96	516,246.04

## Schedule of Estimated Monthly Cash Flows

		187												
		2025-2026												
Line	Description	Total	July	August	September	October	November	December	January	February	March	April	May	June
CASH FLOWS FROM OPERATING ACTIVITIES														
Cash from Government Funding														
1	State Sources	1,458,600.00	816,816.00					495,924.00				145,860.00		
2	Federal Sources	787,917.50	57,000.00		168,979.50			168,979.00		55,000.00	168,979.50			168,979.50
3	Cash From Other Sources													
4	Cash Contributions	11,000.00		1,000.00	1,165.00	1,165.00	1,165.00	850.00	1,165.00	1,165.00	1,165.00	1,160.00	1,000.00	
5	Grants - Governmental and Non-Governmental	117,500.00		6,000.00	15,000.00	10,600.00	11,000.00	12,200.00	9,000.00	10,100.00	11,000.00	10,100.00	11,500.00	11,000.00
6	Other Funding: FICA Reimb	62,500.00	8,500.00				18,000.00			18,000.00			18,000.00	
7	Expenses/Liabilities Paid Out	(2,019,240.96)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)
7.1	Administration	-												
7.2	Instructional Services	-												
7.3	Pupil Services	-												
7.4	Operation & Maintenance of Facilities	-												
7.5	Benefits and Other Fixed Charges	-												
7.6	Community Services	-												
7.7	Other/Miscellaneous Expenses:	-												
8	NET CASH PROVIDED (USED) BY OPERATING AC	418,276.54	714,045.92	(161,270.08)	16,874.42	(156,505.08)	(138,105.08)	509,682.92	(158,105.08)	(84,005.08)	12,874.42	(11,150.08)	(137,770.08)	11,709.42
9	CASH BALANCE, BEGINNING OF THE PERIOD	516,246.04	516,246.04	1,230,291.96	1,069,021.88	1,085,896.30	929,391.22	791,286.14	1,300,969.06	1,142,863.98	1,058,858.90	1,071,733.32	1,060,583.24	922,813.16
10	CASH BALANCE, END OF PERIOD	934,522.58	1,230,291.96	1,069,021.88	1,085,896.30	929,391.22	791,286.14	1,300,969.06	1,142,863.98	1,058,858.90	1,071,733.32	1,060,583.24	922,813.16	934,522.58



## Schedule of Estimated Monthly Cash Flows

		187												
		2026-2027												
Line	Description	Total	July	August	September	October	November	December	January	February	March	April	May	June
CASH FLOWS FROM OPERATING ACTIVITIES														
Cash from Government Funding														
1	State Sources	1,458,600.00	816,816.00					495,924.00				145,860.00		
2	Federal Sources	787,917.50	57,000.00		168,979.50			168,979.00		55,000.00	168,979.50			168,979.50
3	Cash From Other Sources													
4	Cash Contributions	11,000.00		1,000.00	1,165.00	1,165.00	1,165.00	850.00	1,165.00	1,165.00	1,165.00	1,160.00	1,000.00	
5	Grants - Governmental and Non-Governmental	117,500.00		6,000.00	15,000.00	10,600.00	11,000.00	12,200.00	9,000.00	10,100.00	11,000.00	10,100.00	11,500.00	11,000.00
6	Other Funding: FICA Reimb	62,500.00	8,500.00				18,000.00			18,000.00			18,000.00	
7	Expenses/Liabilities Paid Out	(2,019,240.96)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)
7.1	Administration	-												
7.2	Instructional Services	-												
7.3	Pupil Services	-												
7.4	Operation & Maintenance of Facilities	-												
7.5	Benefits and Other Fixed Charges	-												
7.6	Community Services	-												
7.7	Other/Miscellaneous Expenses:	-												
8	NET CASH PROVIDED (USED) BY OPERATING AC	418,276.54	714,045.92	(161,270.08)	16,874.42	(156,505.08)	(138,105.08)	509,682.92	(158,105.08)	(84,005.08)	12,874.42	(11,150.08)	(137,770.08)	11,709.42
9	CASH BALANCE, BEGINNING OF THE PERIOD	934,522.58	934,522.58	1,648,568.50	1,487,298.42	1,504,172.84	1,347,667.76	1,209,562.68	1,719,245.60	1,561,140.52	1,477,135.44	1,490,009.86	1,478,859.78	1,341,089.70
10	CASH BALANCE, END OF PERIOD	1,352,799.12	1,648,568.50	1,487,298.42	1,504,172.84	1,347,667.76	1,209,562.68	1,719,245.60	1,561,140.52	1,477,135.44	1,490,009.86	1,478,859.78	1,341,089.70	1,352,799.12

## Schedule of Estimated Monthly Cash Flows

		187												
		2027-2028												
Line	Description	Total	July	August	September	October	November	December	January	February	March	April	May	June
CASH FLOWS FROM OPERATING ACTIVITIES														
Cash from Government Funding														
1	State Sources	1,458,600.00	816,816.00					495,924.00				145,860.00		
2	Federal Sources	787,917.50	57,000.00		168,979.50			168,979.00		55,000.00	168,979.50			168,979.50
3	Cash From Other Sources													
4	Cash Contributions	11,000.00		1,000.00	1,165.00	1,165.00	1,165.00	850.00	1,165.00	1,165.00	1,165.00	1,160.00	1,000.00	
5	Grants - Governmental and Non-Governmental	117,500.00		6,000.00	15,000.00	10,600.00	11,000.00	12,200.00	9,000.00	10,100.00	11,000.00	10,100.00	11,500.00	11,000.00
6	Other Funding: FICA Reimb	62,500.00	8,500.00				18,000.00			18,000.00			18,000.00	
7	Expenses/Liabilities Paid Out	(2,019,240.96)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)	(168,270.08)
7.1	Administration	-												
7.2	Instructional Services	-												
7.3	Pupil Services	-												
7.4	Operation & Maintenance of Facilities	-												
7.5	Benefits and Other Fixed Charges	-												
7.6	Community Services	-												
7.7	Other/Miscellaneous Expenses:	-												
8	NET CASH PROVIDED (USED) BY OPERATING AC	418,276.54	714,045.92	(161,270.08)	16,874.42	(156,505.08)	(138,105.08)	509,682.92	(158,105.08)	(84,005.08)	12,874.42	(11,150.08)	(137,770.08)	11,709.42
9	CASH BALANCE, BEGINNING OF THE PERIOD	1,352,799.12	1,352,799.12	2,066,845.04	1,905,574.96	1,922,449.38	1,765,944.30	1,627,839.22	2,137,522.14	1,979,417.06	1,895,411.98	1,908,286.40	1,897,136.32	1,759,366.24
10	CASH BALANCE, END OF PERIOD	1,771,075.66	2,066,845.04	1,905,574.96	1,922,449.38	1,765,944.30	1,627,839.22	2,137,522.14	1,979,417.06	1,895,411.98	1,908,286.40	1,897,136.32	1,759,366.24	1,771,075.66

## Board Member Information

To be completed individually by each Governing Board member.

All forms must be signed by hand.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

### Background- describe your role

1. Name of charter school on whose governing board you serve: **Kamalani Academy**
2. Contact information:  
Name: **Kuulpo Murray**  
Phone: [REDACTED]  
E-mail: [REDACTED]
3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): **Chairperson**
4. Indicate the beginning and ending dates of your term on the governing board: **Beginning: August 2016 Ending: August 2021 first term Beginning: August 2021 Ending: August 2026**
5. Indicate whether you currently serve on a governing board of another charter school.  
☐ I serve on the governing board of: Click or tap here to enter text.  
☒ I do not serve on another charter school governing board.

### Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.  
☐ I am a current employee  
☐ I am a former employee. My employment with the school concluded on: Click or tap here to enter text.  
☒ I am not a current or former employee of the charter school under the jurisdiction of the governing board

2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as "a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person." See attached chart for description of degrees of family relationships.
- ☐ I am related to an employee of the school. My Click or tap here to enter text. is employed by the school.
- ☐ I am related to a former employee of the school. My Click or tap here to enter text. was employed by the school. Their employment concluded on: Click or tap here to enter text.
- ☒ I am not related to an employee or former employee of the school
3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.
- ☐ I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: Click or tap here to enter text.
- ☐ I am a **former** vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: Click or tap here to enter text. My contract with the school concluded on: Click or tap here to enter text.
- ☒ I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.
4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
- ☒ I/we do not anticipate conducting any such business
- ☐ Yes: Click or tap here to enter text.
5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.
- ☒ I/we do not have a financial interest
- ☐ Yes: Click or tap here to enter text.
6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school's governing board.
- ☒ None
- ☐ Yes: Click or tap here to enter text.



### Certification

I, Ku'ulpo Murray, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

11/1/2022

## Board Member Information

To be completed individually by each Governing Board member.

All forms must be signed by hand.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

### Background- describe your role

1. Name of charter school on whose governing board you serve: **Kamalani Academy**
2. Contact information:  
Name: **Kelly Kaholokula Marek**  
Phone: **[REDACTED]**  
E-mail: **[REDACTED]**
3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): **member**
4. Indicate the beginning and ending dates of your term on the governing board: **2/2022 – 2/2027**
5. Indicate whether you currently serve on a governing board of another charter school.  
☐ I serve on the governing board of: Click or tap here to enter text.  
☒ I do not serve on another charter school governing board.



## Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.
  - ☐ I am a current employee
  - ☐ I am a former employee. My employment with the school concluded on: Click or tap here to enter text.
  - ☒ I am not a current or former employee of the charter school under the jurisdiction of the governing board
  
2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as "a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person." See attached chart for description of degrees of family relationships.
  - ☐ I am related to an employee of the school. My Click or tap here to enter text. is employed by the school.
  - ☐ I am related to a former employee of the school. My Click or tap here to enter text. was employed by the school. Their employment concluded on: Click or tap here to enter text.
  - ☒ I am not related to an employee or former employee of the school
  
3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.
  - ☐ I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: Click or tap here to enter text.
  - ☐ I am a **former** vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: Click or tap here to enter text. My contract with the school concluded on: Click or tap here to enter text.
  - ☒ I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.

4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
- ☒ I/we do not anticipate conducting any such business
- ☐ Yes: Click or tap here to enter text.
5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.
- ☒ I/we do not have a financial interest
- ☐ Yes: Click or tap here to enter text.
6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school's governing board.
- ☒ None
- ☐ Yes: Click or tap here to enter text.

Certification

I, Kelly Kaholokula Marek, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.



Signature

11/12/22  
Date

## Board Member Information



To be completed individually by each Governing Board member.

All forms must be signed by hand.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

### Background- describe your role

1. Name of charter school on whose governing board you serve: **Kamalani Academy**
2. Contact information:  
Name: **Jill Phillips**  
Phone:   
E-mail: 
3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): **member**
4. Indicate the beginning and ending dates of your term on the governing board: **October 2021 – Present**
5. Indicate whether you currently serve on a governing board of another charter school.  
☐ I serve on the governing board of: Click or tap here to enter text.  
☒ I do not serve on another charter school governing board.

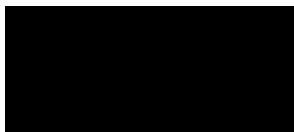
## Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.
  - ☐ I am a current employee
  - ☐ I am a former employee. My employment with the school concluded on: Click or tap here to enter text.
  - ☒ I am not a current or former employee of the charter school under the jurisdiction of the governing board
  
2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as "a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person." See attached chart for description of degrees of family relationships.
  - ☐ I am related to an employee of the school. My Click or tap here to enter text. is employed by the school.
  - ☐ I am related to a former employee of the school. My Click or tap here to enter text. was employed by the school. Their employment concluded on: Click or tap here to enter text.
  - ☒ I am not related to an employee or former employee of the school
  
3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.
  - ☐ I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: Click or tap here to enter text.
  - ☐ I am a **former** vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: Click or tap here to enter text. My contract with the school concluded on: Click or tap here to enter text.
  - ☒ I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.

4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
- ☒ I/we do not anticipate conducting any such business
- ☐ Yes: Click or tap here to enter text.
5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.
- ☒ I/we do not have a financial interest
- ☐ Yes: Click or tap here to enter text.
6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school's governing board.
- ☒ None
- ☐ Yes: Click or tap here to enter text.

Certification

I, Jill Phillips, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.



Signature

11/10/2022

Date

## Board Member Information

To be completed individually by each Governing Board member.

All forms must be signed by hand.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

### Background- describe your role

1. Name of charter school on whose governing board you serve: Click or tap here to enter text.
2. Contact information:  
Name: Brad Foster  
Phone: [REDACTED]  
E-mail: [REDACTED]
3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): Governance Vice Chair
4. Indicate the beginning and ending dates of your term on the governing board: July 2022 - September 2024
5. Indicate whether you currently serve on a governing board of another charter school.  
☐ I serve on the governing board of: Click or tap here to enter text.  
☒ I do not serve on another charter school governing board.

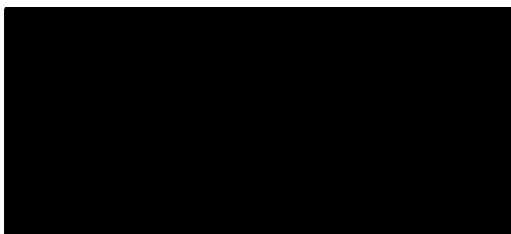
## Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.  
☐ I am a current employee  
☐ I am a former employee. My employment with the school concluded on: Click or tap here to enter text.  
☒ I am not a current or former employee of the charter school under the jurisdiction of the governing board
2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as "a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person." See attached chart for description of degrees of family relationships.  
☐ I am related to an employee of the school. My Click or tap here to enter text. is employed by the school.  
☐ I am related to a former employee of the school. My Click or tap here to enter text. was employed by the school. Their employment concluded on: Click or tap here to enter text.  
☒ I am not related to an employee or former employee of the school
3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.  
☐ I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: Click or tap here to enter text.  
☐ I am a **former** vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: Click or tap here to enter text. My contract with the school concluded on: Click or tap here to enter text.  
☒ I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.

4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.  
x I/we do not anticipate conducting any such business  
☐ Yes: Click or tap here to enter text.
5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.  
x I/we do not have a financial interest  
☐ Yes: Click or tap here to enter text.
6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school's governing board.  
x None  
☐ Yes: Click or tap here to enter text.

**Certification**

I, Brad Foster, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.



November 10, 2022

Signature

Date



## Board Member Information

To be completed individually by each Governing Board member.

All forms must be signed by hand.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

### Background- describe your role

1. Name of charter school on whose governing board you serve: **Kamalani Academy**
2. Contact information:  
Name: **Lani Pili**  
Phone: [REDACTED]  
E-mail: [REDACTED]
3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): **Treasurer**
4. Indicate the beginning and ending dates of your term on the governing board: **Beginning: September 2019 Ending: September 2024**
5. Indicate whether you currently serve on a governing board of another charter school.  
☐ I serve on the governing board of: Click or tap here to enter text.  
☒ I do not serve on another charter school governing board.

### Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.  
☐ I am a current employee  
☐ I am a former employee. My employment with the school concluded on: Click or tap here to enter text.  
☒ I am not a current or former employee of the charter school under the jurisdiction of the governing board

2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as "a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person." See attached chart for description of degrees of family relationships.
- ☐ I am related to an employee of the school. My Click or tap here to enter text. is employed by the school.
- ☐ I am related to a former employee of the school. My Click or tap here to enter text. was employed by the school. Their employment concluded on: Click or tap here to enter text.
- ☒ I am not related to an employee or former employee of the school
3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.
- ☐ I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: Click or tap here to enter text.
- ☐ I am a **former** vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: Click or tap here to enter text. My contract with the school concluded on: Click or tap here to enter text.
- ☒ I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.
4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
- ☒ I/we do not anticipate conducting any such business
- ☐ Yes: Click or tap here to enter text.
5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.
- ☒ I/we do not have a financial interest
- ☐ Yes: Click or tap here to enter text.
6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school's governing board.
- ☒ None
- ☐ Yes: Click or tap here to enter text.

### Certification

I, Lani Pili, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.

A black rectangular box redacting the signature of the certifier.

Signature

11-1-2022

Date

**Exhibit 6**

**Notice of Deficiency (NOD), issued October 17, 2022**

DAVID Y. IGE  
GOVERNOR



CATHY K. IKEDA  
CHAIRPERSON

STATE OF HAWAII  
**STATE PUBLIC CHARTER SCHOOL COMMISSION**  
**('AHA KULA HO'ĀMANA)**

<http://CharterCommission.Hawaii.Gov>  
1164 Bishop Street, Suite 1100, Honolulu, Hawaii 96813  
Tel: (808) 586-3775 Fax: (808) 586-3776

October 17, 2022

Kamalani Academy Governing Board  
Ku'uipo Murray, Chair  
Brad Foster, Vice Chair  
Lani Pili, Treasurer  
Melia Abreu, Member  
Jill Phillips, Member  
Kelly Marek, Member  
1403 California Avenue  
Wahiawa, Hawaii 96786

**VIA EMAIL AND US MAIL, CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

**Re: NOTICE OF DEFICIENCY**

Dear Kamalani Academy Governing Board Members:

On October 13, 2022, after receiving an update on the status of the Notice of Concern #2022.06.O.13 issued to Kamalani Academy on June 20, 2022, the Commission took the following action:

**Move that the Commission escalate the Notice of Concern and issue a Notice of Deficiency and direct Kamalani Academy to provide access to the student records for inspection by Commission staff no later than October 31, 2022 and to transfer all outstanding student files to receiving schools no later than October 31, 2022.**

This Intervention Protocol in accordance with Section 302D-17, Hawaii Revised Statutes is established pursuant to the Commission's authority and responsibility to monitor the performance and legal compliance of charter schools in accordance with the terms of Kamalani Academy's Charter Contract.

The Notice of Deficiency will be considered in the renewal of Kamalani Academy's contract, as explained in Exhibit E RENEWAL AND NON-RENEWAL CRITERIA AND PROCESS (page 65) of your charter contract.

In addition to the issuance of the Notice of Deficiency, the Commission also directed Kamalani to provide access to the student records for inspection by Commission staff no later than October 31, 2022 and to transfer all outstanding student files to receiving schools no later than October 31, 2022.

Accordingly, please provide two possible dates between October 19, 2022 and October 31, 2022, between the hours of 9 a.m. and 3 p.m. to Commission staff member Danny Vasconcellos via email at [danny.vasconcellos@spcsc.hawaii.gov](mailto:danny.vasconcellos@spcsc.hawaii.gov). It is anticipated that the inspection should take one full day. In the event that the inspection cannot be completed in one day, Commission staff will need to return to complete the inspection on another day. As had been previously stated, the Commission staff will look for the items listed in the Student Records Checklist page VI-72 of the Reference Guide for Registrars and Clerks, a copy of that checklist is included with this letter. Commission staff will also need to consult with the school administrator(s) responsible for the maintenance of the student files; please account for this consultation in providing available dates.

With respect to the directive regarding student files, the Commission staff will look for evidence of the transmittal to the receiving school of all student files transferred from Kamalani Academy since the fourth quarter of School Year 2021-2022 to date. Accordingly, documentation of the transfer of each student's cumulative folder will be included in the inspection.

The Commission expects and appreciates the full cooperation of the Governing Board of Kamalani Academy as well as its administration and staff in addressing this matter.

Sincerely,

A black rectangular redaction box covering the signature of Yvonne Lau.

Yvonne Lau  
Interim Executive Director

c: via email Gregg Ushiroda, Deputy Attorney General for Kamalani Academy  
via email Amanda Fung, Po'okumu Kamalani Academy

# Student Records Checklist:

STUDENT RECORDS CHECKLIST	CUMULATIVE FOLDER (FORM 13)	VISI (FORM 12)	HEALTH CARD (FORM 14)	SPED CONFIDENTIAL	504 FOLDER	RECORD OF RELEASE OR "TRACER" (FORM 210) (CARD 137A)	GAIN REGISTER (FORM 20A)
<b>Legend:</b> X = Registrar's Responsibility	Includes: - VISI (Form 12) - Enrollment Form - Legal Documents - Report Cards - Standardized Test Scores Stamp as necessary: - CONFIDENTIAL ON FILE - 504 ON FILE	Includes Sections for: - Grades 6-8 - Grades 9-12 See sample VISI with standardized record placement.		Includes: - IEP's - SPED forms and - SPED Information	Made by Counselor or SSC (Student Services Coordinator)	NOTICE OF ENROLLMENT (FORM 211)	LOSS REGISTER (FORM 20B)
	X - Request student records from previous schools - Make CUM for students who do not have one	X - Make VISI for students who do not have one	Health Office in charge Forward to Health Aide	SPED Department in charge	SSC or Counselor in charge	PUPIL CLEARANCE FORM	X Record new students on Gain Register
<b>ACTIVE STUDENTS</b>							
<b>EXITING STUDENTS</b> To Public School:	X - Copies given at time of release; include copy of current IEP - Original sent upon receipt of Notice of Enrollment	X - Copy given at time of release - Original sent upon receipt of Notice of Enrollment	X - Copy given at release and enrollment	SPED Department to forward, or use in-school procedures	SSC or Counselor to forward, or use in-school procedures	X Make Release Packet using Form 211 and Pupil Clearance	X Record on Loss Register
To Private School:	X (Copies Only) Given at time of release and enrollment	X (Copies Only) Given at time of release and enrollment	X Copy given at release and enrollment	SPED Department to send to District Office	SSC or Counselor to send to District Office	X Make Release Packet using Form 211 and Pupil Clearance	X Record on Loss Register
To Out-of-State School:	X (Copies Only) Given at time of release and enrollment	X (Copies Only) Given at time of release and enrollment	X Copy given at release and enrollment	SPED Department to send to District Office	SSC or Counselor to send to District Office	X Make Release Packet using Form 211 and Pupil Clearance	X Record on Loss Register
<b>INACTIVE STUDENTS</b> May include: - Terminal Grade level students (High School) - Transfers to private & out-of-state schools - 4140's - Over-age students	X - Place in Inactive Files - Prepare for microfilming as required (refer to current microfilming memo) - Transcript requests - follow in-school procedures	X Place in CUM then in Inactive File	X Place in CUM then in Inactive File	SPED Department to send to District Office	SSC or Counselor to send to District Office	X Make Release Packet using Form 211 as needed	X Record on Loss Register

Office of Information Technology Services, Information Resource Management Branch. (2007). Registrars' handbook (RS 08-0633). Honolulu, Hawaii: Hawaii Department of Education.

**Exhibit 7**

**Email and Documents submitted by Governing Board Chair Kuuipo Murray on December 15, 2022**

- **2-HI DAGS Contract**
- **103D General conditions, and**
- **Vendor Contract Harmony**





Commission Mail &lt;commission.mail@spcsc.hawaii.gov&gt;

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## DAGS Contract with Harmony 8-18-21, General Conditions for DAGS Contract, Harmony Services Agreement Scope of Work August 2021 KA Board Meeting

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**Kuuipo Murray** <Kuuipo.Murray@kamalaniacademy.org>

Thu, Dec 15, 2022 at 5:05 PM

To: Commission Mail &lt;commission.mail@spcsc.hawaii.gov&gt;

Cc: Brad Foster &lt;Brad.Foster@kamalaniacademy.org&gt;, Lani Pili [REDACTED], Jill Phillips &lt;Jill.Phillips@kamalaniacademy.org&gt;, Kelly Marek &lt;Kelly.Marek@kamalaniacademy.org&gt;, Amanda Fung &lt;Amanda.Fung@kamalaniacademy.org&gt;, Chris Helvey &lt;Chris.Helvey@kamalaniacademy.org&gt;, Kuuipo Murray &lt;Kuuipo.Murray@kamalaniacademy.org&gt;, "Richardson, Kevin M" [REDACTED]

Aloha e Commissioners,

Attached please find the DAG Contract with Harmony, DAG General Conditions and Harmony Scope of Work Agreement which terminated with the 11-15-2021 Commission Decision providing no PPA for the 183 students enrolled in Kamalani's online program. The scope of work are taken from the terms in the Vendor Contract that are not covered by the DAG Contract. Where the two contracts conflict, the HI DAG Contract prevails.

Mahalo,  
Ku'uipo Murray  
Board Chair  
Kamalani Academy

---

### 3 attachments

**2-HI DAGS Contract - signed by KA 8-18-21.pdf**

7841K

**103D General Conditions[62] (1).pdf**

79K

**Vendor Contract Harmony August 2021 KA Board Meeting.pdf**

153K

# STATE OF HAWAII

## SCOPE OF SERVICES

### 1. CONTRACT ADMINISTRATOR

For purposes of this contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

Contract Administrator:  
Telephone Number:  
E-mail Address:

*Harmony Educational Services*

The CA is responsible for:

- the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- monitoring the CONTRACTOR's work, documenting that CONTRACTOR maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- notifying Head of Purchasing Agency in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.").

### 2. CONTRACTOR'S POINT OF CONTACT

CONTRACTOR's primary point of contact is as follows:

POC:  
Address:  
Telephone Number:  
Facsimile Number:  
E-mail Address

*John Thorn - President*  
*1399 Willowbrook Lane Springville,*  
*Utah*  
*84663*

CONTRACTOR shall notify the SCHOOL, verbally within twenty-four (24) hours, upon the occurrence of any of the events indicated below:

- Change in the CONTRACTOR's business address or phone number;
- Change in the CONTRACTOR's tax identification number; or
- Any other situation that could reasonably be expected to affect the CONTRACTOR's ability to carry out its obligation under this contract.

### 3. EXCLUSION OF SPECIFIC WORKERS

The SCHOOL reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the SCHOOL and its employees.

### 4. LIABILITY INSURANCE

The CONTRACTOR shall maintain in full force and effect, during the life of this contract, liability and property damage insurance. This insurance shall protect the CONTRACTOR and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, CONTRACTOR may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the CONTRACTOR, including its subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Limits</u>
<b>General Liability</b> , Commercial (Occurrence Form)	\$2,000,000 aggregate \$1,000,000 combined single limit per occurrence for bodily injury and property damage
<b>Automobile Liability</b> , Combined Single Limit	\$1,000,000 per accident
<b>Professional Liability Insurance:</b>	\$1,000,000 per claim and \$2,000,000 per annual aggregate

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clause:

- 1) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon execution of the contract, the CONTRACTOR agrees to deposit with the SCHOOL certificate(s) of insurance necessary to satisfy the SCHOOL that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with HTA during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the SCHOOL, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the SCHOOL to exercise any or all of the remedies provided herein.

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this Contract.

CONTRACTOR shall notify the SCHOOL, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

## **5. SCOPE OF WORK**

## STATE OF HAWAII

# COMPENSATION AND PAYMENT SCHEDULE

### 1. TOTAL COMPENSATION

In full consideration of goods delivered and/or services performed by the CONTRACTOR under the terms and conditions of this Contract, SCHOOL agrees to pay the CONTRACTOR the total and complete sum, not to exceed:

\$ 646,000 AND     /100 DOLLARS  
(\$     .     .     )

The contract price shall include all services, materials, overhead, profit, all applicable taxes, any reimbursement costs, and any other incidental and operational expenses incurred by CONTRACTOR in the performance of its obligations hereunder. The contract price shall be the all-inclusive cost to SCHOOL and no other charges will be honored.

The contract price to the SCHOOL, including profit or fee, shall be adjusted to exclude any significant sums by which the SCHOOL finds that the price was increased because the CONTRACTOR, furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

In full consideration of goods delivered and/or services performed by the CONTRACTOR under the terms and conditions of this contract, SCHOOL agrees to pay the CONTRACTOR at rates not to exceed those established in the following Section 2 Compensation Rates.

These rates are paid in accordance with the work described in Attachment-S1, Scope of Services, and includes all labor, services, travel, materials and equipment (as applicable), overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by the CONTRACTOR in the performance of its obligations hereunder. The rates established shall be all-inclusive to SCHOOL and no other charges will be honored.

### 2. COMPENSATION RATES

### 3. ADDITIONAL WORK

Additional work not identified under this agreement, if any, must be authorized by the SCHOOL and approved via issuance of a Contract Modification prior to performance of work and pursuant to the applicable terms and conditions stated in the General Conditions attached hereto.

- 3.1. Any reasonable modification of the scope of work which does not materially add to the cost of the work shall be performed without extra payment on account of those changes.
- 3.2. If the scope of work is reduced, the method and schedule of payments, together with the total contract price, will be amended.

### 4. PAYMENT SCHEDULE

- 4.1. Payments shall be made monthly, upon i) completion of services as described on Attachment-S1, Scope of Services, ii) receipt of the deliverables and/or completion of

tasks described on Attachment-S3, Time of Performance, and iii) receipt of an original invoice.

- 4.2. Section 103-10, HRS, provides that the SCHOOL shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of services, to make payment. The SCHOOL will not recognize any requirement established by the CONTRACTOR and communicated to the SCHOOL which requires payment within a shorter period or interest payment not in conformance with statute.
- 4.3. Progress payment shall not be construed as an absolute acceptance of the work done up to the time of the payments, but the entire work is subject to acceptance at the time CONTRACTOR advises SCHOOL that the work is complete.

## 5. INVOICING

- 5.1. CONTRACTOR shall send an original invoice and one (1) copy to:

*Kamalani Academy*  
Attention: *Amanda Langston*  
*1403 California Ave*  
*Wahiawa, Hawaii 96797*

- 5.2. Invoices shall reference the contract number and must have the following information identified: invoice number, date of invoice, CONTRACTOR's name and remittance address, service period covered, and total amount due.
- 5.3. If a copy is submitted as the original, such invoice must bear an original signature certifying that the invoice is being submitted as the original.

## 6. PAYMENT FOR SERVICES NOT REQUESTED BY THE SCHOOL

SCHOOL reserves the right to deny any claims for payment for the testimony or participation of employees, agents, subcontractors or volunteers that was not requested by the SCHOOL. Unauthorized services include but are not limited to, the CONTRACTOR pursuing litigation on behalf of itself. The CONTRACTOR is not authorized to claim payment for services relating to testimony, depositions, or other litigation matters in pursuit of its own business.

## 7. AVAILABILITY OF FUNDS

This Contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the SCHOOL and the CONTRACTOR shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the Contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy SCHOOL's obligations for payments in the current fiscal year. In that event, SCHOOL will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. SCHOOL agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. SCHOOL shall not be penalized in the event this provision is exercised. This provision is not meant to permit SCHOOL to terminate the contract in order to acquire similar equipment or services from a third party.

## 8. FINAL PAYMENT

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract expiration date. In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

- A tax clearance certificate, not over two months old and with an original green "certified copy" stamp, must accompany the invoice for final payment. In addition to the tax clearance certificate, the "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature will be required for final payment.
- In lieu of the above, CONTRACTOR may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

**STATE OF HAWAII**  
**TIME OF PERFORMANCE**

**1. CONTRACT TERM**

Contract shall commence upon full execution of the Contract by the Governing Board Chair, and shall end on May 31, 2022

**2. CONTRACT RENEWAL**

This Contract may be extended for not more than one (1) additional 1 year-day/month period, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original Contract or as negotiated between SCHOOL and the CONTRACTOR. Contract extension(s) shall be contingent upon i) the need for continued services, ii) funding availability beyond the current fiscal year, and iii) the posting of an amendment to the original request for exemption from procurement if required. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the contract for each additional period.

**3. PERFORMANCE PERIOD**

The CONTRACTOR shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

**4. CONTRACT EXECUTION**

CONTRACTOR shall be required to enter into a formal written contract, and no work is to be undertaken by the CONTRACTOR prior to the commencement date of the Contract. SCHOOL is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official starting date.



STATE OF HAWAII  
CONTRACT FOR GOODS AND SERVICES  
(IN THE FOLLOWING CATEGORIES: EXEMPT; SOLE SOURCE; OR EMERGENCY)

This Contract, executed on the respective dates indicated below, is effective  
upon full execution of the contract, between Kamalani Academy,  
(Insert name of school)  
State of Hawaii ("SCHOOL"), by its Board President,  
(Insert title of person signing for SCHOOL) (hereafter also referred to as the  
HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is  
1403 California Ave. Wahiawa, HI 96797 and  
Harmony Educational Services ("CONTRACTOR"),  
a Utah limited liability corporation,  
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)  
under the laws of the State of Utah, whose business address and  
taxpayer identification number are as follows: 01-0907410

**RECITALS**

A. SCHOOL is in need of the goods and services, or both, described in this Contract and its attachments. The CONTRACTOR is agreeable to providing the goods and services, or both, as the case may be.

B. This Contract is for (check one box):

☒ (1) A procurement expenditure of public funds for goods or services, or both, that is otherwise exempt from public bidding as set forth in Section 103D-102, Hawaii Revised Statutes ("HRS"), and Chapter 3-120, Hawaii Administrative Rules ("HAR"), and Section 302D-25, HRS; or

☐ (2) A small purchase procurement of goods or services, or both, as set forth in section 103D-305, HRS, and subchapter 8, chapter 3-122, HAR; or

☐ (3) A sole source procurement of goods or services, or both, as set forth in section 103D-306, HRS, and subchapter 9, chapter 3-122, HAR; or

☐ (4) An emergency procurement of goods or services, or both, as set forth in section 103D-307, HRS, and subchapter 10, chapter 3-122, HAR.

C. Money is available to fund this Contract pursuant to:

(1) \_\_\_\_\_ or (2) N/A  
(Identify state sources) (Identify federal sources)

D. Pursuant to Section 302D-25 and Chapter 103D, HRS,

SCHOOL is authorized to enter into this Contract.

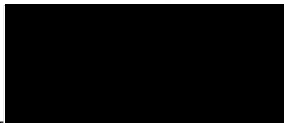
E. The SCHOOL's Chief Procurement Officer is the Governing Board Chair who ☒ has approved this procurement or ☐ is not required to approve this procurement.

NOW, THEREFORE, in consideration of the promises contained in this Contract, HTA and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the SCHOOL, provide all the services set forth in Attachment-S1, which is made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both under this Contract in a total amount not to exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_), including approved costs incurred and taxes, according to the Compensation and Payment Schedule set forth in Attachment-S2, which is made a part of this Contract.
3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.
4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of \_\_\_\_\_ not applicable \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_ n/a \_\_\_\_\_).
5. Standards of Conduct Declaration. The Standards of Conduct Declaration by the CONTRACTOR is attached hereto and made a part of this Contract.
6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.
7. Liquidated Damages. Liquidated damages shall be assessed in the amount of \_\_\_\_\_ not applicable \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_ n/a \_\_\_\_\_) per day, in accordance with paragraph 9 of the General Conditions.
8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the SCHOOL shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address as indicated in this Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the SCHOOL in writing

of any change of address. IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written:

**SCHOOL**



(Signature)

Amanda Langston

(Print Name)

Principal

(Print Title)

August 18, 2021

(Date)

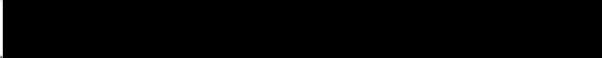
**CORPORATE SEAL**

(If available)

**CONTRACTOR**

Harmony Education Services, LLC

(Name of Contractor)



(Signature)

John E. Thomas Jr.

(Print Name)

President

(Print Title)

\*

Aug 11th 2021

(Date)

**STATE OF HAWAII**  
**CONTRACTOR'S ACKNOWLEDGMENT**

STATE OF Utah )  
 ) SS.  
COUNTY OF Utah )

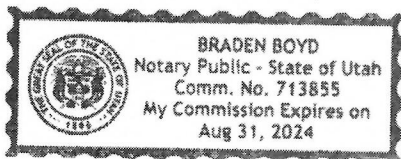
On this 11<sup>th</sup> day of August, 2021 before me  
John Thorn and \_\_\_\_\_, to me  
known, to be the person(s) described in and, who, being by me duly sworn, did say that  
he/she/they is/are

President Harmony Educational Services LLC and \_\_\_\_\_ of  
\_\_\_\_\_, the  
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to  
sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they  
executed said instrument as the free act and deed of the CONTRACTOR.

[Redacted Signature]

(Signature)

(Notary Stamp or Seal)



Braden Boyd  
(Print Name)

Notary Public, State  
of  
My commission  
expires:

Utah  
Aug 31, 2024

Doc. Date: 08/11/2021 # Pages: 20

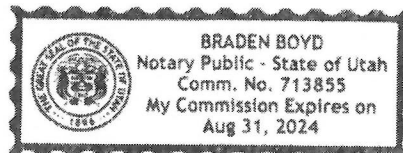
Notary  
Name: Braden Boyd Circuit

Doc.  
Description: Certification Acknowledgment

[Redacted Signature]  
Notary Signature Date 08/11/2021

NOTARY CERTIFICATION

(Notary Stamp or Seal)



**STATE OF HAWAII**  
**CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of Harmony Ed. Services LLC, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the SCHOOL if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

**CONTRACTOR**

By

(Signature)

Print Name

Print Title

Name of Contractor

Date

## GENERAL CONDITIONS

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## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the



Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
  - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
  - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
  - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
    - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
  - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
  - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

### 13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
    - (A) Changes in the work within the scope of the Contract; and
    - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
  - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
  - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
  - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
  - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
  - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
  - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
  - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the Contract or subsequently agreed upon;
  - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (4) In such other manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
  - (1) Description of performance (Attachment 1);
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
  - (3) Place of performance of services;



- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
    - (5) Method of shipment or packing of supplies; or
    - (6) Place of delivery.
  - b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
  - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
  - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
  - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
  - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

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## HARMONY EDUCATIONAL SERVICES AGREEMENT

This HARMONY EDUCATIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between Kamalani Academy and HARMONY EDUCATIONAL SERVICES, LLC, a Utah limited liability company ("Harmony"), as of the date signed by the Parties below. This Agreement shall replace and supersede all prior agreements, oral or written, as of the effective date hereof.

### 1. Definitions

- a. Applicable Law: Applicable Law is defined herein as the State constitution, the State education laws and/or code, the Elementary and Secondary Education Act, the Individuals with Disabilities in Education Act, other applicable federal, state or local laws, and executive orders, case law and other rulings applicable to the State public schools.
- b. Fiscal or Academic Year: July 1 through June 30.
- c. Program: The group of services for students taking independent learning courses and/or services to be provided by Harmony as identified in this Agreement.
- d. State: The state in which the Schools's program is located and for which laws apply to operation of School's program

### 2. Description of Program Services and Responsible Party

Program Services		Harmony	Partner
a.	<b>Student Recruitment.</b> Recruit independent learning students to the School who will use Harmony curriculum.	X	
b.	<b>Student Enrollment.</b> Collect and maintain all student registration information and required documentation.		X
c.	<b>Student Management System (SMS).</b> Enter and maintain student data in the school's SMS.		X
d.	<b>Curriculum.</b> Provide core and elective curricula for independent learning students including independent study and virtual (online) coursework. Provide optional	X	

	courses that a student may attend in-person at the School or Harmony learning center.		
<b>e.</b>	<b>Student Progress Monitoring.</b> Coordinate assignments of course percentages; Track student attendance (activity) and membership.	<b>X</b>	
<b>f.</b>	<b>Teacher of Record.</b> Review and approve student educational plans, progress reports, and assign final grades	<b>X</b>	
<b>g.</b>	<b>Assessment and Testing.</b> Coordinate, schedule and provide resources to assess students for required testing. Administer state and School required academic tests.	<b>X</b>	<b>X</b>
<b>h.</b>	<b>Transcripts, Cumulative Files and Grade Reports.</b> Request, obtain, store and manage students' transcripts.		<b>X</b>
<b>i.</b>	<b>Special Education.</b> Provide assessment and services to distance learning students who do or may qualify for special education services in accordance with federal and state requirements.		<b>X</b>
<b>j.</b>	<b>Program Customization:</b> Provide points of learning in curriculum and activities that are specific to the school's emphasis	<b>X</b>	
<b>k.</b>	<b>Progress Reporting.</b> Provide periodic reports of students progress, attendance, formative grades and academic testing	<b>X</b>	
<b>l.</b>	<b>Final Grades.</b> Final grades will be assigned and recorded in the student information system. Report cards will be provided as requested by school.		<b>X</b>
<b>m.</b>	<b>Student Discipline.</b> Administer discipline in accordance with school student code of conduct and Board policy.		<b>X</b>

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### 3. Student Recruitment and Registration

a. Recruiting

Harmony shall recruit and register students in grades K-8 to the distance learning Education program of the Partner school. New students may enroll each year before October 15.

### 4. Term, Renewal and Effective Date

a. Effective Date:

This agreement shall take effect as of July 1, 2021 for the 2021-22 school year.

b. Term and Renewal:

This agreement shall continue for a term of one (1) academic year ("Term"), and shall automatically renew for addition terms of one year if not otherwise terminated by either party by written Notification of intent to terminate given to the other party no later than February 1st of the final year of any term hereof.

### 5. Fees, Invoicing and Payment

For the services provided, Partner school shall pay Harmony at the rates and times set forth hereafter for each student in the Program as of October 1.

a. Rates:

The rates per student in the Program for the 2021-2022 academic year shall be:

\$ 3,100 for Kindergarten,

\$ 3,400 for grades 1st-8th

For each successive academic year, Harmony increases the fees by 1.5% over the rates in effect for the immediately preceding year if the WPU increase to school is greater than 1.5%.

b. Invoicing: Semi-Annual Billing:

Harmony will invoice twice a year based on a snapshot of the enrollment count on October 15. In this model, there would be two payments per year. The first payment will be due on November 1, and the second payment will be made on May 1. (other payments models are available upon request)



c. Payment Date and Interest:

Partner school agrees to pay interest at one percent (1%) per month (12% annually) on amounts more than 10 days overdue. In the event any action is undertaken to collect amounts due hereunder, the school agrees to pay, in addition to fees and interest, all costs of such collection.

d. Location of Payment:

All payments made hereunder will be made to Harmony or its designated affiliate at the address set forth herein or such other address provided by Harmony in writing.

e. Testing Administration:

If there are any Harmony/Kamalani Academy virtual students in Hawaii that reside outside district boundaries and are unable to participate with the once a year state testing then Harmony Educational Services testing team will administer testing to those students on behalf of the district. The fee for this is \$50.00 per student per year. (applies to out of district students only)

## 6. **Harmony Responsibilities**

In addition to and in performance of the services to be provided by Harmony in Section 2 hereof, Harmony shall bear the following responsibilities:

a. Expenses:

Harmony is solely responsible for the expenses of its services and responsibilities for the Program as identified in Section 2.

b. Employment of Personnel:

Harmony will employ or engage teachers, staff and other professionals, as needed, for the distance learning education program and will be responsible for all costs associated herewith. Harmony will be responsible for and have sole discretion regarding employment matters relating to its employees and contractors.

c. General:

Services will be provided to the extent deemed necessary and appropriate by Harmony in its professional judgment and discretion to satisfy the requirements

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of Applicable Law, policies of the State Board of Education, and Partner school policies.

d. Confidentiality of Records:

Harmony will maintain the confidentiality of personnel, student and other records in accordance with the requirements of Applicable Law, including but not limited to FERPA and HIPPA.

Licensure or Other State Requirements:

Except as otherwise provided in this Agreement, all personnel performing educational services for Harmony on behalf of the students registered at School must comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder applicable to persons who perform such services.

## **7. Partner School Responsibilities**

In addition to and in performance of the services to be provided by Partner school in Section 2 hereof. School shall bear the following responsibilities:

a. Expenses:

Partner school is solely responsible for the expenses of its services and responsibilities hereunder.

b. General Oversight:

Partner school is responsible for monitoring Harmony's performance under, and compliance with, the terms of this Agreement and for overseeing Harmony's implementation of procedures consistent with applicable Partner school policies.

c. Provision of Authority to Harmony:

Partner school has provided and will provide Harmony with the authority, power and access necessary and proper for Harmony to undertake its responsibilities, duties and obligations required by this Agreement.

d. Compliance with Applicable Law:

Partner school will perform its obligations hereunder in a manner consistent with the requirements of Applicable Law, policies of the State Board of Education, and Partner school policies.

## **8. Conflict of Terms**

In the event of a conflict, ambiguity, or inconsistency between the provisions in this Agreement, including any Exhibit hereto, the provisions in this Agreement shall prevail, except to the extent that this Agreement expressly states that the Parties may provide a different provision in an exhibit, in which case, as to such exhibit only, the corresponding different provision shall prevail.

## **9. Relationship of the Parties**

Harmony is not a division or any part of the Partner school. Partner school is a corporate body authorized under State law and is not a division or any part of Harmony. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. Harmony will operate as an independent contractor to Partner school and will be responsible for delivering the services required by this Agreement. Nothing herein will be construed to create a partnership or joint venture by or between Partner school and Harmony. Neither party will be the agent of the other except to the extent otherwise specifically provided by his Agreement. Neither party will represent to third parties any ability to bind the other party to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing.

## **10. Proprietary Data**

Except for items that are readily available to the general public or in the public domain, all of the materials, methods, lists, curricula, names, processes, technologies, Trademarks, tradenames and other items, tangible or intangible, registered or unregistered, used by Harmony in delivery of the Program services are the property of Harmony or used by Harmony under authority of the legal owner thereof and shall be considered confidential or Proprietary information ("Proprietary Information"). Neither Partner school, nor its owners, directors, employees, agents, or affiliates shall have any right or authority to use the "Proprietary Info" for its own purpose by virtue of this Agreement, both during or after the termination or expiration of this Agreement.

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## 11. Termination

### a. Events of Termination

#### i. Termination for Breach

Either party may terminate this Agreement at any time for cause with thirty (30) days' prior written notice to the other party. Termination for cause may be used if any party breaches any material term or fails to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement and fails to cure the same within thirty (30) days after receiving written notification from the terminating party. Upon termination of this Agreement pursuant to this Section 11, the non-breaching party shall be entitled to seek remedies to which it shall be entitled at law or in equity.

#### ii. Termination Upon Loss of Authority

This Agreement will terminate immediately upon the termination of the Partner school's authority to operate.

#### iii. Termination for Failure to Approve Budget

Harmony or the Partner school may terminate this Agreement effective immediately upon written notice in the event that the Partner school Board of Education does not approve a budget or modifications to a budget that includes payments to Harmony for any given academic year.

#### iv. Termination in the Event of Certain Changes in Policies of the State Board of Education or Partner School Policies

Harmony may terminate this Agreement effective immediately upon written notice to Partner school in the event that the State Board of Education or Partner school adopts or amends a policy, in each case without the prior written approval of Harmony, the effect of which could reasonably be determined to require Harmony to materially increase the level of services required hereunder or which materially increases the financial risk to Harmony arising from its performance hereunder.

#### v. Change in Applicable Law

If any change in Applicable Law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of either party to carry out its obligations hereunder, such party, upon written notice to the other party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective

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at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then the Parties agree to enter into the process for resolving disputes identified in Section 17 of this Agreement.

vi. Termination Upon Loss of Authority

This Agreement will terminate immediately upon the termination of the Partner school's authority to operate.

vii. Termination for Failure to Approve Budget

Harmony or the Partner school may terminate this Agreement effective immediately upon written notice in the event that the Partner school Board of Education does not approve a budget or modifications to a budget that includes payments to Harmony for any given academic year.

viii. Termination in the Event of Certain Changes in Policies of the State Board of Education or Partner School Policies

Harmony may terminate this Agreement effective immediately upon written notice to Partner school in the event that the State Board of Education or Partner school adopts or amends a policy, in each case without the prior written approval of Harmony, the effect of which could reasonably be determined to require Harmony to materially increase the level of services required hereunder or which materially increases the financial risk to Harmony arising from its performance hereunder.

ix. Change in Applicable Law

If any change in Applicable Law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of either party to carry out its obligations hereunder, such party, upon written notice to the other party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then the Parties agree to enter into the process for resolving disputes identified in Section 17 of this Agreement.

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b. Effect of Termination or Expiration.

- i. Except as otherwise agreed by the parties in writing, termination shall not relieve either party of any obligation for payments due to the other party as of the date of termination or other obligations that continue upon termination as provided in this Agreement.
- ii. In the event this Agreement is terminated for a breach by either party pursuant to Section 11(a)(i) prior to the end of a given Fiscal Year, the parties shall calculate the Fee as the original order based upon October 1 and shall be payable within within 30 days of the effective date of termination.
- iii. In the event this Agreement is terminated by School for any reason other than a breach by Harmony pursuant to Section 11(a)(i) or a change in applicable law pursuant to Section 11(a)(iv) prior to the end of its Term, School shall pay to Harmony an amount equal to the invoice of October 1 which is due on October 1 and December 1 as would otherwise be due hereunder through the Term hereof at the then current rate. Such amounts shall be due and payable within 30 days of the effective date of termination. Late payments shall be subject to interest charges as identified in sections 5 (c) above.
- iv. Within thirty days of termination hereof, each party shall return all materials, manuals, lists, files, documents, and equipment provided by and/or belonging to the other party.

## 12. Limitation on Liability

Except in connection with its indemnity obligations, neither party shall be liable for any indirect, consequential, exemplary, incidental, special, or punitive damages including without limitation lost savings, lost funding, lost revenues, lost sales, lost profits, lost opportunity costs, business interruptions, delay damages, damages for third party claims, lost or destroyed data, or any other economic loss, of any type or nature or for events or circumstances beyond the party's control, even if the party has been advised of the possibility of such damages or loss.

## 13. Assignment

Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party. Except as prohibited by Applicable Law, Harmony may assign all of its rights and obligations under this Agreement to any person or entity that controls Harmony, is controlled by Harmony, or is under common control with Harmony or to any successor in interest that acquires all or substantially all of the assets of Harmony (individually and

collectively “Affiliate”). Harmony, upon notice to Partner school, may delegate the performance of its duties hereunto to any person/entity but shall remain responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegates, except notice shall not be required when Harmony delegates its obligation to provide materials or curricula to third parties in the normal course of business.

#### **14. Indemnity**

The party charged with indemnifying and/or defending under this Section 14 (the “Indemnifying Party”) shall conduct the defense in any such third party action arising as described herein and the party claiming the benefits of this Section 14 (the “Indemnified Party”) promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the indemnified Party shall require such Indemnified Party’s prior written consent.

##### **a. Indemnification of Partner School**

Harmony agrees to indemnify, defend, and save and hold Partner school and its employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys’ fees (each a “Claim”) that may arise out of, or by reason of, any (a) breach of any representation or Warranty, covenant or agreement made or to be performed by Harmony pursuant to this Agreement, (b) noncompliance by Harmony with any Applicable Law in connection with Partner school’s operations, but excluding any Claims that arise from conduct undertaken in accordance with the Partner school’s instructions, procedures or written policies or in accordance with the written policies of the State Board of Education, except where such instructions arise from and are in accordance with specific advice or explicit recommendations formally provided by Harmony, and (c) act or omission of Harmony or any of its employees, officers, directors, Trustees, subcontractors or agents in connection with its performances, limitations and obligations hereunder that results in injury, death, or loss to person or property except to the extent any Claim arises out of actions or omissions of Partner school .

b. Indemnification of Harmony

Partner school agrees to indemnify, defend and save and hold Harmony and each Affiliate of Harmony and all of their respective employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all Claims that may arise out of, or by reason of, any (a) breach or any representation or warranty, covenant or agreement made or to be performed by Partner school Pursuant to this Agreement, (b) noncompliance by Partner school with any Applicable Law in connection with Partner school's operations and (c) act or omission of Partner school or any of its employees, officers, directors, trustees, subcontractors or agents in connection with Partner school's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of Harmony.

c. Insurance

Each party shall carry appropriate insurance, including general liability, with minimum coverages and limits as required from time to time for governmental/quasi-governmental entities (currently \$1,000,000 per occurrence/\$3,000,000 aggregate) and workers compensation coverage in amounts not less than required by law.

## 15. Representations and Warranties

a. Representations and Warranties of Harmony

Harmony hereby represents and warrants to Partner school:

- i. **Organization and Good Standing**  
Harmony is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah.
- ii. **Compliance of Educational Products and Services with Applicable Law**  
The educational products and services provided by Harmony in fulfillment of its responsibilities under this Agreement comply with, and shall at times during the term of this Agreement, comply with Applicable Law, including the standards of curriculum as issued by the State Board of Education.
- iii. **Power and Authority; Authorization; Binding and Enforceable Agreement**  
Harmony has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by Harmony and constitutes the valid and legally binding obligations of Harmony, enforceable against Harmony



in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditor's rights and by general principles of equity.

b. Representations and Warranties of Partner School

Partner school hereby represents and warrants Harmony:

i. Organization and Good Standing

Partner school is a Hawaii school district duly created, validity existing, and in good standing under the laws of the State in which it operates.

ii. Power and Authority; Authorization; Binding and Enforceable Agreement

Partner school has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by Partner school and constitutes the valid and legally binding obligations of Partner school, enforceable against Partner school in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting to or affecting creditor's rights and by general principles of equity.

iii. Authority Under Applicable Law

Partner school has the authority under Applicable Law (i) to contract with a corporate entity to perform the services, (ii) to execute, deliver, and perform this Agreement and (iii) to incur the obligations provided for under this Agreement.

iv. Compliance of Educational Program with Applicable Law

Partner school's educational program complies with and will ensure that it continues to comply with the policies and requirements of the State Board of Education and Applicable Law.

c. Mutual Warranties

Each party warrants to the other that, to its knowledge, there are no current, pending or threatened actions, claims, suits, or proceedings which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## **16. Coordination; Exercise of Approval or Consent Rights**

### **a. Coordination and Consultation**

The parties will coordinate the performance of their respective services and responsibilities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purpose of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement.

### **b. Approval or Consent Rights**

In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consent or approval or making any requests of the other party, each party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines “in its sole judgment” or “its sole discretion,” or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the parties will or may agree as to a certain matter, each party will have the right to agree or disagree in its sole discretion following good faith discussions.

## **17. Mediation and Arbitration**

Except for matters directly relating to Section 14 of this Agreement, If the parties are unable to resolve a dispute, the parties agree that they will attempt in good faith to settle any and all disputes through a process of mediation under the supervision of a mutually agreed upon mediator. In the event of mediation, each party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section. In the event that mediation fails to settle such a dispute, the parties hereby agree to proceed to binding arbitration pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. In the event of arbitration, the non-prevailing party will be responsible to pay all costs of arbitration, the prevailing party’s attorney’s fees, costs and other disbursements, plus legal interest on the award.

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## 18. Force Majeure

Notwithstanding any other sections of this Agreement, no party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, internet outage or other acts beyond its reasonable control and are unrelated to its fault or negligence.

## 19. Governing Law

The laws of the State of Utah without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the parties arising out of or relating to this Agreement.

## 20. Entire Agreement

This Agreement, including any Addendum and Exhibit hereto (all of which constitute part of this Agreement), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous oral and written, and all contemporaneous oral negotiations, commitments, agreements and understandings relating hereto.

## 21. Counterparts, Facsimile Transmissions

This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each party may rely on facsimile signature pages as if such facsimile pages were originals.

## 22. Official Notices

All official notices required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below ( and such addresses may be changed upon proper notice to such addresses).

a. Notice may be given by

- i. certified or registered mail, postage prepaid, return receipt requested, or email.
- ii. reputable overnight carrier, postage prepaid,
- iii. facsimile (with confirmation of transmission by sender's facsimile machine), or
- iv. personal delivery (with written receipt confirming such delivery).

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b. Notice will be deemed to have been given

- i. two days after mailing as described in clauses (i) and (ii) of the foregoing sentence (section a.),
- ii. on the date of personal delivery, or
- iii. on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day).

Electronic mail does not constitute official notice under this Agreement.

The addresses of the parties are:

For Harmony: 1399 Willowbrook Lane  
Springville, UT 84663

For Partner School: Kamalani Academy  
1403 California Ave  
Wahiawa, HI 96797

**23. Amendment**

This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the parties.

**24. Waiver**

No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

**25. Interpretation**

The parties acknowledge and agree that the terms and provisions of this Agreement will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

**26. Severability**

The parties intend that each provision hereof constitutes a separate agreement between them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the

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parties. To the extent that any of the services to be provided are found to be overboard or an invalid delegation of authority by Partner school, such services will be construed to be limited to the extent necessary to make the services valid and binding.

## **27. Successors and Assigns**

This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

## **28. No Third-Party Rights**

This Agreement is made for the sole benefit of Harmony and Partner school and their respective successors and permitted assigns. Except as set forth elsewhere herein and except for each Affiliate of Harmony, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or any of them, and any third-party person, including a relationship in the nature of a third party beneficiary or fiduciary.

## **29. Survival of Termination**

All representations, warranties, and indemnities made in this Agreement will survive the termination of this Agreement.

## **30. Headings and Captions**

The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

By signing below, the Parties acknowledge that they have read and understood and agree to be bound by all terms and conditions of this Agreement, as well as other applicable agreements or policies which are incorporated therein by reference. The signers hereof represent that each is a duly authorized officer, Partner or principal with full authority to enter into this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

HARMONY EDUCATIONAL  
SERVICES, LLC

PARTNER SCHOOL

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Exhibit 8**

**Follow-up emails to Kamalani Academy's Governing Board regarding documentation for the cancellation of Harmony's Contract on December 16, 2022 and December 20, 2022**



Commission Mail &lt;commission.mail@spcsc.hawaii.gov&gt;

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## DAGS Contract with Harmony 8-18-21, General Conditions for DAGS Contract, Harmony Services Agreement Scope of Work August 2021 KA Board Meeting

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**Commission.mail** <commission.mail@spcsc.hawaii.gov>

Fri, Dec 16, 2022 at 10:42 AM

To: Kuuipo Murray &lt;Kuuipo.Murray@kamalaniacademy.org&gt;

Cc: Commission Mail &lt;commission.mail@spcsc.hawaii.gov&gt;, Brad Foster &lt;Brad.Foster@kamalaniacademy.org&gt;, Lani Pili [REDACTED] Jill Phillips &lt;Jill.Phillips@kamalaniacademy.org&gt;, Kelly Marek &lt;Kelly.Marek@kamalaniacademy.org&gt;, Amanda Fung &lt;Amanda.Fung@kamalaniacademy.org&gt;, Chris Helvey &lt;Chris.Helvey@kamalaniacademy.org&gt;, "Richardson, Kevin M" [REDACTED]

Aloha Governing Board Chair Murray,

Mahalo for sending these documents. The Commission is still awaiting the documentation regarding the cancellation of the contract, please send it as soon as possible.

Mahalo,  
State Public Charter School Commission

[Quoted text hidden]





Commission Mail &lt;commission.mail@spcsc.hawaii.gov&gt;

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## DAGS Contract with Harmony 8-18-21, General Conditions for DAGS Contract, Harmony Services Agreement Scope of Work August 2021 KA Board Meeting

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**Commission.mail** <commission.mail@spcsc.hawaii.gov>

Tue, Dec 20, 2022 at 1:12 PM

To: Kuuipo Murray &lt;Kuuipo.Murray@kamalaniacademy.org&gt;

Cc: Commission Mail &lt;commission.mail@spcsc.hawaii.gov&gt;, Brad Foster &lt;Brad.Foster@kamalaniacademy.org&gt;, Lani Pili [REDACTED], Jill Phillips &lt;Jill.Phillips@kamalaniacademy.org&gt;, Kelly Marek &lt;Kelly.Marek@kamalaniacademy.org&gt;, Amanda Fung &lt;Amanda.Fung@kamalaniacademy.org&gt;, Chris Helvey &lt;Chris.Helvey@kamalaniacademy.org&gt;, "Richardson, Kevin M" [REDACTED]

Aloha Governing Board Chair Murray,

The Commission has not received the documentation regarding the cancellation of the Harmony contract that was represented to the Commission. Please send it as soon as possible.

Mahalo,  
State Public Charter School Commission  
[Quoted text hidden]

**Exhibit 9**

**Email and Cancellation of Contract document submitted by Governing Board Chair Kuuipo Murray on  
January 5, 2023**



Commission Mail &lt;commission.mail@spcsc.hawaii.gov&gt;

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## DAGS Contract with Harmony 8-18-21, General Conditions for DAGS Contract, Harmony Services Agreement Scope of Work August 2021 KA Board Meeting

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**Kuuipo Murray** <Kuuipo.Murray@kamalaniacademy.org>

Thu, Jan 5, 2023 at 2:26 PM

To: "Commission.mail" &lt;commission.mail@spcsc.hawaii.gov&gt;

Cc: Brad Foster &lt;Brad.Foster@kamalaniacademy.org&gt;, Lani Pili [REDACTED] Jill Phillips &lt;Jill.Phillips@kamalaniacademy.org&gt;, Kelly Marek &lt;Kelly.Marek@kamalaniacademy.org&gt;, Amanda Fung &lt;Amanda.Fung@kamalaniacademy.org&gt;, Chris Helvey &lt;Chris.Helvey@kamalaniacademy.org&gt;, "Richardson, Kevin M" [REDACTED]

Aloha Commissioners,

Attached is the termination letter from Harmony Educational Services.

Mahalo,  
Ku'uipo Murray  
Board Chair  
Kamalani Academy

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**From:** Commission.mail <commission.mail@spcsc.hawaii.gov>**Sent:** Tuesday, December 20, 2022 1:12 PM**To:** Kuuipo Murray <Kuuipo.Murray@kamalaniacademy.org>**Cc:** Commission Mail <commission.mail@spcsc.hawaii.gov>; Brad Foster <Brad.Foster@kamalaniacademy.org>; Lani Pili [REDACTED] Jill Phillips <Jill.Phillips@kamalaniacademy.org>; Kelly Marek <Kelly.Marek@kamalaniacademy.org>; Amanda Fung <Amanda.Fung@kamalaniacademy.org>; Chris Helvey <Chris.Helvey@kamalaniacademy.org>; Richardson, Kevin M [REDACTED]**Subject:** Re: DAGS Contract with Harmony 8-18-21, General Conditions for DAGS Contract, Harmony Services Agreement Scope of Work August 2021 KA Board Meeting

[Quoted text hidden]

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



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**Termination Letter 1-5-23.pdf**

430K



January 5, 2023

Ku'uipo Murray  
Board Chair  
Kamalani Academy

RE: Commission Decision to Not Approve Funding for Kamalani Academy's Online Students

The purpose of this letter is to document the understanding that Harmony Educational Services had with the Governing Board of Kamalani Academy last November 2021, when we learned the disappointing results of the commission's decision to not allow your school to receive any PPA (per-pupil-allocation) funds for your online students.

Because of this decision, our understanding according to the contract terms and conditions, was that we were terminating/amending the financial terms of the contract at that time, due to a non-approved state PPA budget and we have followed the termination clause in the contract. It was through the good grace of Harmony Education Services that allowed Kamalani Academy to continue using the platform for those students who had no other learning options. This was done to minimize disruption of Kamalani Academy's student learning to include all federal laws including, but not limited to FERPA until the end of the 2021-2022 school year.

Harmony did allow Kamalani Academy's students access to our platform at no further cost through May 2022 to help families through a very difficult time.

Sincerely,

[Redacted Signature]  
John Thorn  
President  
Harmony Educational Services

**Exhibit 10**

**Kamalani Academy communication to parent update**



1403 California Avenue  
Wahiawa, HI 96786  
Ph: (808) 203-2993  
Fax: (808) 622-5474  
[www.kamalaniacademy.org](http://www.kamalaniacademy.org)

February 23, 2022

To the Parent(s) and/or Guardian(s) of  
The Kamalani Academy Online Harmony Program  
Wahiawa, HI 96786

Re: Harmony Online Learning

Aloha e Kamalani Virtual Learning 'Ohana,

I would like to say Mahalo for your patience and flexibility during this uncertain time. When we signed on with Harmony at the beginning of the school year, we felt online learning was crucial to provide all families the opportunity to continue their education. In no way we knew that The Hawaii State Charter Commission would take away our state allocated funding for our virtual learning students. Therefore, we filed a judicial review with the first circuit court that was recently dismissed due to the judge's belief that charter schools are a state agency and a state agency cannot sue another state agency. This issue of The Hawaii State Public Charter Commission not having accountability has been an ongoing issue for all charter schools throughout Hawaii. Kamalani Academy is a small school that cannot afford to educate 341 students on an allocation of 152 students.

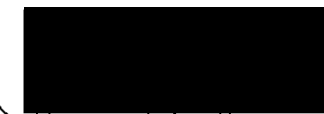
Currently, there is another lawsuit that has been filed on behalf of some of our students, as well as the Kamalani Foundation. When this all started, we asked the Harmony team if they would be willing to continue working with us in light of the situation and we were told yes. We have continuously updated the Harmony team on the status of the judicial filings along with any student information (i.e. grades). We were not made aware of mentor teachers being laid off or any other information until recently. We were told by the Harmony President that they would not be providing grades for the students who remain on the virtual program. However, we do not agree with the Harmony President and will not let our Kamalani students continue a program without a grading scale. Each student will continue to have access to our iReady program, which is provided by Kamalani Academy. We will work with each family individually

to accommodate their student's needs and I do encourage students to do their diagnostics and growth checks. By doing so, this will allow us to assess and grade your child's progress until the end of the school year. Kamalani Academy is very flexible and we want to make sure we are making decisions that is in the best interest of each individual student.

We understand that you might be hearing conflicting information in regards to your child's virtual learning program for this school year. If you decide to unenroll your student you will have to return any technology that Harmony purchased for you. The reason for this is that Kamalani Academy is financially responsible to pay for that equipment. If this technology is not returned Kamalani Academy we will not be able to release your child to attend another State of Hawaii Public School as this is an unresolved financial obligation. You will need to contact our office to withdraw your child(ren) from Kamalani Academy.

Kamalani Academy's plan is to continue the partnership with Harmony until the end of the school year. We are looking to provide virtual learning next year with a contract amendment and will keep you posted as we receive those details. Please reach out to the school if you have any further questions and/or concerns.

Mahalo Nui Loa,



Amanda Langston  
Po'o Kula (Principal)

**Exhibit 11**

**March 1, 2022 email from Principal Fung to Kamalani Online Ohana**



----- Forwarded message -----

From: **Kamalani Info** <[Info@kamalaniacademy.org](mailto:Info@kamalaniacademy.org)>

Date: Tue, Mar 1, 2022 at 4:37 PM

Subject: Updates

To: Kamalani Info <[Info@kamalaniacademy.org](mailto:Info@kamalaniacademy.org)>

Aloha e Kamalani Online Ohana,

I understand there has been a lot of information flying around as this has been a whirl wind for everyone involved. There has been lots of inquiries around grading, technology, transfers, and etc. We will try to give as much information as possible in this letter.

- For grading: Kamalani Academy started to get phone calls from parents that their access to online platforms was taken away. We were then told by parents that they were told their children would not be getting grades. A couple days before those phone calls Kamalani Academy received an email from Lynelle and John from Harmony offering suggestion to stop grading. There was not enough time to have a conversation before access was taken away from families. So in the short term Kamalani Academy thought to use Iready for the interim for ELA and Math and to provide SS and Science work. An hour after Kamalani Academy's email went out Harmony sent an email to Kamalani Academy Administration stating that they have decided to continue grading. Due to that new information Kamalani Academy will **not** be using Iready for grading. Iready is a way for the KA staff to watch student progress and to help students with gaps in learning. All family's participating in online learning at Kamalani Academy will continue what they have been doing from the first semester while using harmony.
- Technology: All technology purchased through harmony must be returned to Kamalani Academy or paid for by the parent/guardian. State funds are being used to purchase the technology so it is the property of the state. This is the same for our students on campus who use one to one technology. They are able to take it home and use it, however they are required to return it. If the technology is damaged the parent/guardian must pay for the technology to be replaced. The technology is not free and someone has to pay for it, which in this case would be Kamalani Academy. Please understand that supplies and curriculum does not include technology.
- Transfers: If you would like to unenroll your child from Kamalani Academy you will need to fill out a release form. Once this release form is filled out the school has 10 days to process this request per our parent

handbook. This is time for grades to be entered and release packets to be created that goes to the next school. The 10-day (working days) time frame is a max and at times can be done quicker however please account for this time frame just in case. Please understand that supplies and curriculum does not include technology.

We appreciate your flexibility during these times and if you have any further questions and/or concerns please feel free to reach out to [info@kamalaniacademy.org](mailto:info@kamalaniacademy.org).

Mahalo,

Amanda Fung

Po'o Kula

Kamalani Academy PCS

[1403 California Avenue](#)

[Wahiawa, HI 96786](#)



Amanda Fung  
Po'o Kula (Principal)  
Kamalani Academy  
[1403 California Ave.](#)  
[Wahiawa HI. 96797](#)  
(808) 203-2993

*"Never cease to act because you fear you may fail" ~ Queen Liliuokalani*

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