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INFORMATIONAL SUBMITTAL

DATE OF SUBMITTAL: November 12, 2021

DATE OF MEETING: November 15, 2021

TO: John Kim, Chairperson
State Public Charter School Commission

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

AGENDA ITEM: III. Update on Enrollment Irregularities and Notice of Concern issued on October 28, 2021 to Kamalani Academy regarding public charter school contract violations

I. DESCRIPTION

Update/Action on Enrollment Irregularities and Notice of Concern issued on October 28, 2021 to Kamalani Academy regarding public charter school contract violations.

II. AUTHORITY

Pursuant to Hawaii Revised Statutes (“HRS”) §302D-5(a)(5), the Commission as an authorizer of charter schools has the power and duty, among many, for monitoring, in accordance with charter contract terms, the performance and legal compliance of public charter schools.

Under HRS §302D-17, the Commission has the duty of ongoing oversight and corrective actions and shall continually monitor the performance and legal compliance of the public charter schools it oversees, including collecting and analyzing data to support ongoing evaluation according to the charter contract. The Commission has the authority to conduct or require oversight activities that enable the Commission to fulfill its responsibilities under this chapter, including conducting

appropriate inquiries and investigations, so long as those activities are consistent with the intent of HRS Chapter 302D and adheres to the terms of the charter contract.

Section 4.2 of the Charter Contract 3.0, Material Elements of Educational Program, states, “The material elements of the School's Educational Program, including but not limited to the School's mission and vision statements, are as set forth in Exhibit A to this Charter Contract. The School shall, at all times, operate in a manner consistent with its Educational Program as defined in Exhibit A. Revisions to any of the elements in Exhibit A (such as establishing, creating, or expanding a virtual or blended learning programs or expanding or eliminating a division) shall be considered a material change to the Charter Contract and shall require prior written approval by the Commission. Where appropriate, this approval shall be informed by an analysis of the School’s performance on the Performance Frameworks under Section 5.1 of this Charter Contract particularly to the extent that such changes are intended to improve educational outcomes.” **See Exhibit 1 - Kamalani Academy Charter School Contract**

Section 7.3 of the Charter Contract 3.0, Admissions, states, “The School shall comply with its admission policies and procedures as approved by the Commission. If the number of applicants exceeds the School's capacity of a program, class, grade level, or building, the School shall select students to enroll using a public lottery that shall be publicly noticed; provided that if the School is a conversion charter school serving as the home school for the DOE district, then the School shall follow Section 302D-34(c), HRS. These policies and procedures shall be readily accessible from the School’s website, as described in Section 8.9 of this Charter Contract.”

§302D-28(f), Hawaii Revised Statutes, states:

(f) To enable charter schools to access state funding prior to the start of each school year, foster their fiscal planning, enhance their accountability, and avoid over-allocating general funds to charter schools based on self-reported enrollment projections, authorizers shall:

- (1) Provide sixty percent of a charter school's per-pupil allocation based on the charter school's projected student enrollment no later than July 20 of each fiscal year; provided that the charter school shall have submitted to its authorizer a projected student enrollment no later than May 15 of each year;
 - (2) Provide an additional thirty percent of a charter school's per-pupil allocation no later than December 1 of each year, based on the October 15 student enrollment, as reviewed and verified by the authorizer; provided that the school is in compliance with all financial reporting requirements; and
 - (3) Retain no more than the balance of the remaining ten per cent of a charter school's per-pupil allocation, as a contingency balance to ensure fiscal accountability and compliance, no later than June 30 of each year;
- provided that authorizers may make adjustments in allocations based on noncompliance with charter contracts and the board may make adjustments in allocations based on noncompliance with board policies made in the board's capacity as the state education agency, department

directives made in the department's capacity as the state education agency, the board's administrative procedures, and board-approved accountability requirements.

III. BACKGROUND

Enrollment Irregularity

When comparing the October 15 enrollment count to the official DOE count, an enrollment irregularity between a charter school's official enrollment count raised concerns with the Commission, as well as among other state agencies tasked with oversight of charter school funding.

Kamalani Academy Charter School's (Kamalani) enrollment increased by 169 students between the DOE August official enrollment count and the October 15 enrollment which more than doubled the school's enrollment. (**See Exhibit 2 - FY 2021-2022 Charter School Enrollment Report**) Kamalani's enrollment counts are summarized below:

	Enrollment Count
May 15 Enrollment Projection	263
DOE August Official Enrollment Count	166
October 15 Enrollment Count	335

The Department of Budget and Finance brought several concerns to the attention of the Commission, specifically that this significant enrollment increase could potentially have major ramifications on the true-up calculations affecting the funding for both charter schools and the Department of Education. As a result of these concerns, B & F has informed the governor and the Legislature that the true-up calculations and transfer of funds between charter schools and DOE will not occur by the November 1st statutory deadline. (See **Exhibit 3 - 10.21.2021 memo from B&F Director to the Legislature.**)

Importance of an accurate October 15 enrollment count:

The October 15 enrollment count is used to determine not only the per pupil allocation for all public charter schools but also to determine funding disbursements for federal impact aid and ESSER funding for FY2022 to all 37 public charter schools. In addition, the enrollment count also factors into the true-up calculations between charter schools and the Department of Education.

Commission Meeting and Notice of Concern

On October 28, 2021, at the General Business Meeting, the Commission discussed School Year 2021-2022 Charter School Enrollment October 15th Count and Enrollment Count Irregularities. Following the discussion, 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. (See **Exhibit 4 - Notice of Concern to Kamalani Academy**)

The issue of concern included in the Notice was Kamalani Academy's failure to comply with the terms and conditions of the Charter Contract for the following:

Students are enrolled in an unauthorized Virtual Learning Program for SY 2021-2022: Enrolling students in a Virtual Learning Program not approved by the Commission. Exhibit "A": Educational Program of Kamalani Academy's charter contract does not indicate a Commission approved Virtual Learning Program. At Kamalani's September and October Governing Board meetings, the school's School Director publicly stated that the school has a Virtual Learning Program. The Commission has been made aware that for the current school year of 2021-2022, Kamalani Academy has enrolled students in grades Kindergarten to 8th grade (K-8) in a virtual learning program. The enrollment of students in grades K-8 in a virtual learning program is not consistent with the enrollment allowed by the school's charter contract.

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.

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 public representations made by the school concerning their Virtual Learning Program and the resulting applicability of per-pupil funding for the students enrolled in the program:

- Copies of Governing Board agendas and minutes from July 2021 up to and including the most recent (October 2021);
- Complete the requested information in the Kamalani Enrollment Documentation Form;
- Copies of all applications, admission, and enrollment documents from August 16, 2021 up to and including October 15, 2021 for students listed on the Kamalani Enrollment Documentation Form;
- A copy of Kamalani Academy's Admission Policy and Procedures approved by the Commission;
- A description or documentation of Kamalani Academy's internal process and procedures following the receipt of a completed student admission and enrollment;
- Documentation supporting a Commission approved Virtual Learning Program for Kamalani Academy; or Documentation supporting a Distance Learning Program following the requirements as adopted on May 13, 2021 at the Commission's General Business Meeting;

- Complete the “Virtual and/or Blended Learning Requirements Form” as outlined in the Commission approved Hawai’i State Public Charter School Commission Online Virtual and Blended Learning Guidelines;
- A list of teachers, including names and licensure information, for Kamalani’s Virtual Learning Program; and
- Copy of any agreements entered into with Harmony Educational Services.

Due to FERPA requirements, documentation containing student records and other requested information was asked to be provided through a secure online application used by the Commission to receive and provide any sensitive and/or confidential information.

The documentation requested was due on or before 4:30 PM on November 11, 2021 (14 calendar days from the date of the Notice of Concern).

The school was also informed that should they fail to produce the documentation by the November 11, 2021 deadline, the Commission will make a determination based on the information it has available.

The school provided a response to the NOC on November 11, 2021, choosing to dispute the issue of concern before the Commission. The school has provided some of the documentation requested but have withheld student records citing FERPA concerns. (See **Exhibit 5 - NOC Response Form and attachment**)

IV. DISCUSSION

A review of Kamalani Academy’s student enrollment counts for the Department of Education’s August official DOE enrollment count and the Charter Schools Official Enrollment count on October 15, 2021, has shown a significant enrollment irregularity that has major ramifications on the calculations affecting funding for all charter schools and the Department of Education. Until this irregularity can be resolved, the Department of Budget and Finance cannot complete the calculations of the final per-pupil funds to be transferred between charter schools and the DOE.

In order to determine the enrollment count for Kamalani, the Commission must consider Kamalani’s claim of an authorized virtual learning program and proper admission and enrollment of the students Kamalani is claiming in their October 15, 2021 count based on evidence and documentation provided.

- **The key question for the Commission to determine is whether or not Kamalani Academy’s charter school contract allows for the implementation of a new virtual or blended learning program at its school?**

- **If the answer is yes, then Kamalani Academy’s 10/15/2021 count of 335 students should stand.**
- **If the Commission determines that Kamalani Academy does not have contractual authority to start a new virtual or blended learning program, then the Commission needs to determine what Kamalani Academy’s 10/15/2021 enrollment count number should be for purposes of budgeting and determining the per pupil allocation for Hawai’i Public Charter Schools and to determine federal impact aid and ESSER funding for FY2022 for public charter schools.**

As to the key question of whether Kamalani Academy’s contract allows them to implement a new virtual or blended learning program, the following are discussion points for the Commission’s consideration:

- The Commission staff had been made aware of the significant enrollment increase for Kamalani by the school’s fiscal officer and Principal as reported at its September 9th, 2021 governing board meeting. The principal stated 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 the close of the Board meeting, Commission staff asked to meet briefly with the Board chair and Principal to share that their contract was not approved for a virtual learning program. In a follow up email on September 14, 2021, the Commission staff requested more information related to the above from the school governing board and administration.

No information was provided to the Commission despite several repeated inquiries.

- According to the information entered by Kamalani Academy into Infinite Campus, of the 335 students enrolled at the school on October 15, 2021:
 - 108 of these students (32% of the school’s total October 15 enrollment count) were enrolled at Kamalani Academy the previous school year.
 - Therefore, **227 students (68% of the school’s total October 15 enrollment count) were new to Kamalani Academy in school year 2021-2022.**
- Based on information provided by HIDOE’s Accountability Section, of the 335 students enrolled at Kamalani Academy on October 15, 2021:
 - 176 students (52% of the school’s total October 15 enrollment count) enrolled at Kamalani Academy between HIDOE’s official enrollment count date of August 16, 2021, and the charter school per-pupil funding count date of October 15, 2021.
 - 94 of these newly enrolled students (53% of newly enrolled students and 28% of the school’s total October 15 enrollment count) were enrolled at a different Hawai’i public school on August 16, 2021.
 - 82 of these newly enrolled students (47% of newly enrolled students

and 24% of the school's total October 15 enrollment count) were not enrolled at *any* Hawai'i public school on August 16, 2021.

As of the date of this submittal, the minutes from the September 9, 2021 meeting are not posted on the school's website, Governing Board section. The school's response to the NOC *does* include minutes from the July, August, and October Board meetings. (See **Exhibit 6 - Email Chain to GB Chair and Vice Chair follow up On Per Kamalani Enrollment**)

- Kamalani **has not been authorized** in its Charter School Contract to provide a virtual or blended learning program. (See **Exhibit 1 - Kamalani Contract, Exhibit A, page 37**)
- A review of Kamalani's Approved Charter School Application indicates that the school applied to be a Brick and Mortar (in person learning charter school). Kamalani's Charter Application clearly states on page 35 of their application, that "The proposed school doesn't contain a virtual/blended learning program." See **Exhibit 7 - Kamalani Academy Narrative Proposal - February 12, 2016**
- On May 10, 2021 at 12:31 PM, Principal Langston notified the Commission by stating in the School Restart Plans Google Sheet that Kamalani Academy was going back to "100% in person learning" as its reopening plan for the 2021-2022 School Year. (See **Exhibit 8 - Copy of School Restart plans - 5.10.21@12:31 PM with Amanda Langston changes accepted by PJ Foehr**. An inquiry was made to all Charter Schools asking for their reopening plans for SY 2021-222 by U.S. Senator Brian Schatz, and schools responded to this inquiry by filling in this Google Sheet on-line.)
- Kamalani's Principal has previously claimed that she "cleared" the virtual learning program with Commission staff. Commission staff dispute this assertion as the phone call between Kamalani's Principal and Commission's Director of Finance and Operations was regarding the use of CARES Act funding to address COVID-19 related expenditures.
 - Only the Commission can approve programmatic changes to a Charter School's Contract; Commission staff do not have that authority; and
 - The Commission has not received any request from Kamalani Academy to amend their contract to include a virtual learning program.
- Kamalani's Principal has also pointed to the Commission's motion at its May 13, 2021, general business meeting as the source of the School's authority to start a new virtual learning program. At that May 13, 2021 meeting the Commission approved a temporary extension to all 37 public charter schools which:
 - Allowed schools to provide distance, virtual, or other alternative mode of instruction or education **in line with Hawaii Department of Health guidelines in effect at the time, which delineated the model of learning based on COVID-19 infection rates, for their individual counties where**

the school operates;

- Required schools **with existing virtual or blended programs to abide by the contractual limits** to the enrollment of students into their virtual or blended learning programs **as stated in their current Charter Contract**;
- Required schools to continue to meet the requirements for equity and access for all public school students, as well as the provision of free and appropriate public education for special education students as delineated by the end of the 2021-2022 school year;
- Required schools to provide a copy of its 2021-2022 reopening plan to the Commission, no later than two (2) weeks prior to the start of the 2021-2022 school year; and
- Requires the reopening plan to include at a minimum: (1) for those public charter school's whose charter contract authorizes the provision of in person learning (brick and mortar schools), a description of the school's efforts to provide for safe in-person learning in alignment with the Department of Health guidelines; (2) a description of the instructional delivery model or models they will be utilizing during the 2021-2022 school year. Should the individual county restrict their learning model to a blended learning or full distance learning model; (3) a brief outline of how they plan to assess student progress under each of those circumstances; (4) the steps that their public charter school will be taking to ensure the health and safety of their students and employees; and (5) a copy of the Governing board agenda and minutes that show this plan was presented in open public session at a school Governing Board meeting. **See Exhibit 9 - 5.13.2021 submittal presented to the Commission and Exhibit 10 - 5.13.2021 approved General Business meeting minutes** for the full discussion on the matter.

Nowhere in the discussions leading to the motion adopted by the Commission does it allow schools to start completely new virtual or blended learning programs. Much of the discussion focused around in person learning, giving schools flexibility to move between models of education as necessitated by COVID-19 infection rates in their counties, and returning to the school's original contractual models of education.

Additionally, eight other public charter schools abided by the Commission's May 13, 2021 motion, whereby when their schools were affected by high COVID-19 infections, they moved to a distance learning model and when the COVID-19 infection rates subsided, returned back to their in person learning model.

- Since October 18, 2019, the Commission adopted Online Virtual and Blended Learning Guidelines and revised them on November 12, 2020. (See **Exhibit 11 - SPCSC Online**

Virtual and Blended Learning Guidelines Revised November 12, 2020) The Commission specifically adopted these guidelines due to concerns over the teaching of students in these programs. The guidelines state: The Commission is charged with ensuring that all students enrolled in public charter schools receive instruction from teachers licensed by the Hawaii Teacher Standards Board (HTSB) or enrolled in a State Approved Teacher Education Program (SATEP) as required by state law. To that end, public charter schools whose educational program includes the delivery of instruction through a virtual and/or blended learning model are required to employ and assign appropriately licensed teachers to every student enrolled in their school. The guidelines also provide specific areas that schools must address before being approved for such a program. To date five charter schools have come before the Commission for a contract amendment to be authorized to provide a virtual or blended learning program. On April 8, 2021, the Commission did approve one school’s virtual learning program design and implementation.

- **Kamalani Academy** has not followed these guidelines in establishing their stated virtual learning program.

Additional Concerns regarding Kamalani Academy’s Virtual Learning Program:

Collective Bargaining

- Of the three teachers identified by Kamalani Academy as working with the students in the school’s virtual learning program (see Kamalani Academy’s testimony for the Commission general business meeting on November 15, 2021 (“Commission Presentation 2021”), page 21), only one — Krystyl Fenton — appears in Infinite Campus, the school’s student information system. According to the information entered by Kamalani Academy into Infinite Campus, 182 students — 136 students in kindergarten through grade 5 and 46 students in grades 6 to 8 — are assigned to Ms. Fenton, who, as noted in the materials submitted by the school, is only licensed for Elementary Education K-6.
 - This student-to-teacher ratio appears to **violate the Unit 5 Collective Bargaining Agreement** with the Hawaii State Teachers Association (see **Exhibit 12 - HSTA Contract 2021-23** page 14, Article VI - Teaching Conditions and Hours, A. 6. The Employer agrees to maintain the average statewide class size ratio of 26.15 to 1).
 - The assigned teacher, Krystyl Fenton, is **not licensed to teach secondary students (i.e., Kamalani Academy students in 7th and 8th grade)**.
 - The other two teachers identified by Kamalani Academy as working with the students in the school’s virtual learning program are **also not licensed to teach secondary students**:
 - Shannah Fagundes has a provisional license for Elementary Education K-6.
 - Jill Brewster has a standard license for Early Childhood Education P-3,

Special Education P-3, and Teaching English to Speakers of Other Languages P-3.

ESSA Compliance

- **The federal Every Student Succeed Act (“ESSA”) or ESSA law requires all teachers to meet state licensing or certification requirements in the subject area of their assignment. This expands the requirement from teachers of core subjects to all teachers in all subjects. When students are not taught by a Hawaii qualified teacher, the school must send letters home to all parents whose student(s) is/are being taught by a non-Hawaii qualified teacher (one that is teaching out of their certification). **The school has not done so as required by ESSA requirements.****

Proper vetting of personnel or persons having contact with students:

- Schools using Harmony Ed have stated that students are assigned “**Mentors**” to assist with their education, but that it is **unclear if these “mentors” are Hawaii Licensed and Certified Teachers and if these “Mentors” who work with and have contact with students are properly vetted and background checked as required.**

Homeschool

- Harmony Educational Services have advertised to parents “Home-based Educational Programs Offered in Partnership with Public Schools --Free Resources, Curriculum, Mentoring and More.” (See **Exhibit 13 - Screenshot from Harmony Educational Services Website**) Harmony Educational Services has also targeted public schools to explicitly help schools: increase enrollment; increase funding for your district . . . See YouTube video: https://youtu.be/B_MMZwTSop8
 - Testimony from the October 28, 2021 Commission meeting included parents who enrolled as previously home-schooling their children.
 - Testimony from Kamalani Academy on October 28, 2021 stated that the school had enrolled 97/183 (53%) previously homeschooled before enrolling at Kamalani. (See page 4 of **Exhibit 14 - Kamalani Academy Written Testimony for the October 28, 2021 General Business meeting**)

Teacher licensure:

- Hawaii Revised Statutes §302A-805 Teachers; license or permit required; renewals: states: “No person shall serve as a half-time or full-time teacher in a public school without first having obtained a license or permit from the board under this subpart.”
- Hawaii Administrative Rules §8-54-3 Defines Teacher as the following:
"Teacher" means a person whose duties in the public school system are primarily teaching or instruction of students or related activities centered primarily on students and who is in close and continuous contact with students, and shall include but not be limited to classroom teachers, school librarians, counselors, registrars, and special education teachers.

- The Hawaii Teacher Standards Board (HTSB) checks every Hawaii applicant, license, and permit holder daily against records in the NASDTEC Clearinghouse. The NASDTEC Educator Identification Clearinghouse is the national collection point for professional educator discipline actions taken by the fifty states, the District of Columbia, U.S. Department of Defense Educational Opportunity schools, and Guam.
 - Federal and State background checks do not include educator misconduct cases that were heard in an administrative hearing.
 - The goal of the Clearinghouse provides each state with a notification of any adverse action taken against an educator by other state or jurisdiction.
 - The NASDTEC Clearinghouse is to protect the interests of children served by the professional education community within the United States and beyond.
 - **It is unclear whether any of these Harmony Ed “mentors” have been cleared or even background checked by the school or the Hawaii Teacher Standards Board.**
 - This raises a major **liability concern** with the use of these “mentors” who have access and are interacting with the students.

Special Education student compliance:

- Despite what Kamalani’s Principal stated at the Commission’s 10-28-2021 meeting, Kamalani is currently out of SpEd compliance with a number of its SpEd students which include incomplete/missing/overdue/aged out IEPs, as well as missing COVID-19 Impact Statements from a significant number of SpEd students, all this in addition to a double digit number of newly enrolled virtual students who have no documentation in eCSSS as having started any of the required SpEd documentation.
- **If the Commission determines that Kamalani Academy does not have contractual authority to start a new virtual or blended learning program, then the Commission needs to determine what Kamalani Academy’s 10/15/2021 enrollment count number should be for purposes of budgeting and determining the per pupil allocation for Hawai’i Public Charter Schools and to determine federal impact aid and ESSER funding for FY2022 for public charter schools.**

The HDOE Accountability Section provided Commission staff with detailed rosters for all students enrolled at Kamalani Academy as of October 15, 2021. This information was matched with the enrollment entry and exit data for Kamalani’s students in the Statewide Student Enrollment System, the system of record for enrollment for the Hawai’i public school system.

Although the Commission requested that Kamalani identify all of the students on the official enrollment roster as of October 15, 2021, as of the date of this submittal, Kamalani has not provided this information citing the need to consult with their Deputy Attorney General on FERPA concerns. It should be noted that Section 14.3 Access to Records states: “Consistent with the school’s obligation under FERPA, the School shall make all School records open to inspection by the Commission, the DOE, the Office of the Auditor, law enforcement officials, contractors, or

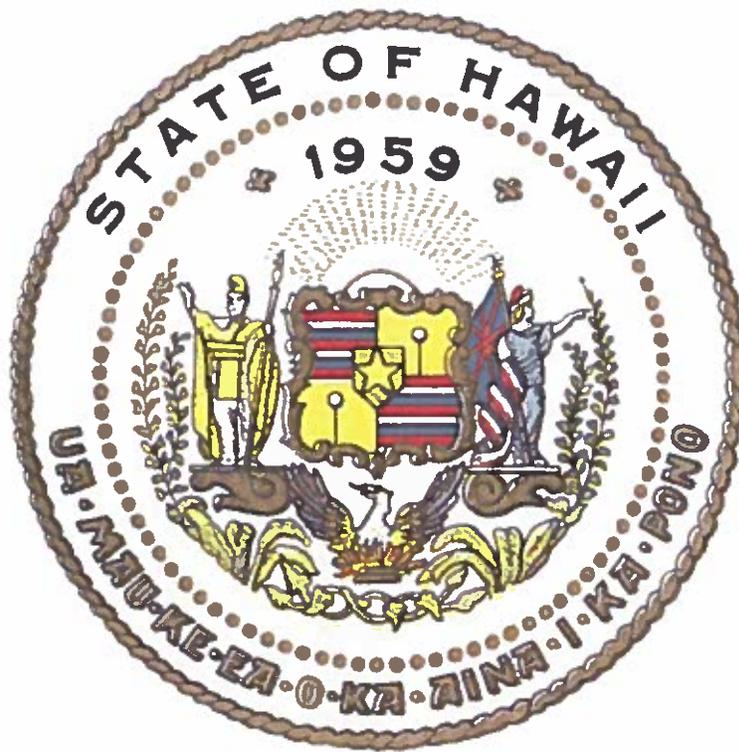
any other federal or State regulatory agency within five business days after the request is made, or sooner if required by law.”

Commission staff, however, was able to obtain student records off of the Harmony Educational Services Website and made digital copies of their student records. (This information has since been removed from Harmony Education’s Website). Commission staff have matched the names of all students enrolled in Harmony’s system against the official enrollment rosters provided by the HIDOE Accountability Office. Of the 335 students listed in Kamalani’s October 15, 2021 enrollment count, 164 appear to be students enrolled in Harmony Educational Services system.

Exhibit 1

Kamalani Contract 2017-2021

State Public Charter School Commission



Public Charter School Contract

Kamalani Academy

Effective July 1, 2017

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PARTIES

This Contract is executed by and between the STATE PUBLIC CHARTER SCHOOL COMMISSION (“Commission”), a commission established under the laws of the State of Hawaii, whose mailing address is 1111 Bishop Street, Suite 516, Honolulu, Hawaii, 96813, and KAMALANI ACADEMY (“School”), whose mailing address is 1403-A California Avenue, Wahiawa, HI 96786, singularly “Party” and collectively “Parties.”

SECTION I. PURPOSE, TERM AND CONDITIONS

Charter school contracts are the operational legal agreements between the authorizer who approves charter applications and renewals, provide ongoing accountability oversight, and, if necessary, closures of public charter schools. The Commission authorizes public charter schools in accordance with the Hawaii State Legislature enacted Act 130, Session Laws of Hawaii 2012, effective June 19, 2012 and codified as Chapter 302D, Hawaii Revised Statutes (HRS), which sets forth the laws under which charter schools are created and governed.

Mission – [§302D-3] State public charter school commission; establishment; appointment.

(a) There is established the state public charter school commission with statewide chartering jurisdiction and authority. The commission shall be placed within the department for administrative purposes only. Notwithstanding section 302D-25 and any law to the contrary, the commission shall be subject to chapter 92.

(b) The mission of the commission shall be to authorize high-quality public charter schools throughout the State.

Hawaii State Legislature enacted Act 130, Session Laws of Hawaii 2012, effective June 19, 2012 and codified as Chapter 302D, HRS, which sets forth the laws under which charter schools are created and governed.

Pursuant to Chapter 302D, HRS, the Commission has statewide chartering jurisdiction and authority and is empowered to authorize public charter schools and enter into a charter contract with approved public charter schools. Section 302D-1, HRS, defines the “charter contract” as a fixed-term, bilateral, renewable contract between a public charter school and a charter school authorizer that outlines the role, powers, responsibilities, and performance expectations for each party to the contract. Through this Charter Contract, the Parties are desirous of ensuring clear requirements for accountability while preserving the autonomy of the School to support new, innovative approaches to education and contribute to the development of high quality public charter schools throughout the State.

The Commission is committed to support new approaches to education that accommodate the individual needs of students and provide the State with successful templates that can dramatically improve Hawaii's educational standards for the twenty-first century, and that ACT 130 will create genuine opportunities for communities to implement innovative models of community-based education.

The Commission is committed to the innovative nature and potential of dual language and cultural pathways in Hawaii public education system and affirms a commitment to develop a sensitive and appropriate evaluation framework for schools instructing in dual language and cultural contexts. The Commission is committed in engaging with the State Board of Education (BOE), the Hawaii Department of Education (DOE), charter schools, and other stakeholders in efforts, initiatives, and aspirations for

Hawaiian education programs as reflected in Article X Section IV of the Hawaii State Constitution and BOE policies, including BOE policies E3 and 105-8.

The Commission shall operate ethically and comply with ethical standards of conduct, federal and state laws, rules, regulations, policies, procedures, and guidance to promote public trust and confidence in public education. The Commission will adhere to the Hawaii State Code of Ethics and the Code of Ethics for public employees of the state as prescribed in Chapter 84 of the Hawaii Revised Statutes and Board of Education Policy 201-1.

The Commission shall approve quality charter applications that meet identified educational needs of the state, promote a diversity of educational opportunities and ensure the compliance of a public charter school it authorizes with all applicable state and federal laws, including reporting requirements.

The Commission shall produce and provide an annual report pursuant to Section 302D-7, HRS to include but not limited to; summarizing the Commission's strategic vision for chartering and progress towards that vision, academic and financial performance of all operating public charter schools overseen by the commission, commission's operating budget through its audited financials in compliance with generally accepted accounting principles, and a breakdown of federal funds received by the department and distributed by the commission.

The Commission shall distribute the School's per-pupil allocation each fiscal year pursuant to Section 302D-28(f), HRS, and shall provide the School with the calculations used to determine the per-pupil amount each year. All funds distributed to the School from the Commission shall be used solely for the School's educational purposes as appropriated by the Legislature, and the School shall have discretion to determine how such funding shall be allocated at the school level to serve those purposes subject to applicable laws and this Contract. The Commission shall distribute the School's per-pupil allocation each fiscal year pursuant to Section 302D-28(f), HRS, and shall provide the School with the calculations used to determine the per-pupil amount each year.

Charter Schools as defined in Section 302D-1, HRS are public schools that that have the flexibility and independent authority to implement alternative frameworks with regard to curriculum, facilities management, instructional approach, virtual education, length of the school day, week, or year, and personnel management.

This contract—a charter—is a legally binding agreement that permits the school to operate and articulates the rights and responsibilities of each party regarding school autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure, performance consequences, and other material terms.

SECTION II. GENERAL TERMS

Section 2.1 Entire Contract

The Parties intend this Charter Contract, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Charter Contract. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The parties understand that any amendments to this Charter Contract needs to be in writing and expressly approved by the Commission.

Section 2.2 Amendments

Any amendment to this Contract shall be effective only if approved by a majority vote of the Commission at a public meeting.

The School may submit any proposed requested amendment to the Commission in accordance with instructions provided by the Commission. The School shall not take action related to the requested amendment until the Commission has approved said amendment. A violation of this provision shall be considered material and substantial and may be grounds for immediate revocation of this Charter Contract.

Changes in operation that require the School to obtain an amendment to this Contract include but are not limited to the following changes:

- a. To any material term of the School's Educational Program (Exhibit A);
- b. In school location (relocation of site or adding or terminating sites);
- c. In school management arrangement (such as intention to hire or terminate a management provider);
- d. In admissions or enrollment policies or procedures.

Section 2.3 Term

The term of this Contract shall be five years, commencing on July 1, 2017, and terminating on June 30, 2022.

Section 2.4 Governing Law

This Charter Contract shall be governed by and construed in accordance with the laws of the State of Hawaii, including all requirements imposed by applicable policy and regulation, and all applicable federal laws of the United States.

Section 2.5 Compliance with Laws

The School and the Commission shall comply with all applicable federal, State, and city and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time.

Section 2.6 Conflict Between Contract, Law, and Administration Rules

In the event of a conflict between this Charter Contract, State law, and the administrative rules pertaining to charter schools, the order of precedence shall be State law, followed by administrative rule, followed by the terms and conditions of this Charter Contract.

Section 2.7 Legal Status of School

Pursuant to Sections 302D-1 and 302D-25, HRS, the School is a public school and entity of the State and may not bring suit against any other entity or agency of the State. The School shall be nonsectarian in its operations.

Section 2.8 Board of Education Authority

Pursuant to its duties under Article X, Section 3, of the Hawaii State Constitution, the BOE has the power to formulate statewide educational policy. The School shall only be subject to BOE policies expressly identified by the BOE as applying to charter schools. Should conflicts between an applicable BOE policy and a provision in this Charter Contract occur, the BOE policy shall control.

Section 2.9 Non-Assignability

The School shall not assign or subcontract any duty, obligation, right, or interest under this Charter Contract without prior written approval of the Commission. A violation of this provision shall be considered material and substantial and may be grounds for immediate revocation of this Charter Contract.

Section 2.10 Notices

Unless otherwise specified by law, any written notice required to be given by a Party to this Charter Contract shall be delivered: (a) personally, (b) by United States first class mail, postage prepaid, to the Parties' mailing addresses first indicated in this Charter Contract; or (c) electronically via email.

A notice shall be deemed to have been received three business days after mailing or at the time of actual receipt, whichever is earlier. For notices sent electronically via email, the notice shall be deemed to be received once the Party sending the notice receives confirmation via an email tracking notice.

Parties are responsible for notifying each other in writing of any change of mailing and email addresses.

Section 2.11 Severability

In the event that any provision of this Charter 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 Charter Contract.

Section 2.12 Waiver

The failure of either Party to insist upon the strict performance of or compliance with any term, provision, or condition of this Charter Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the Parties' right to enforce the same in accordance with this Charter Contract.

Section 2.13 No Third-Party Beneficiary

The enforcement of the terms and conditions of this Charter Contract shall be strictly reserved to the Commission and the School. Nothing contained in this Charter Contract shall give or allow any claim or right of action whatsoever by any other person. It is the express intent of the Parties to this Charter Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only, without enforceable rights against a Party to this Charter Contract.

SECTION III. GOVERNANCE OF SCHOOL

Section 3.1 Governing Board Responsibilities

The School's Governing Board is the independent board of the School that is responsible for the financial, organizational, and academic viability of the School; possesses the independent authority to determine the organization and management of the School, the curriculum, and the instructional methods; has the power to negotiate supplemental collective bargaining agreements with exclusive representatives of their employees and is considered the employer of School employees for purposes of Chapters 76, 78 and 89, HRS; and ensures compliance with applicable laws.

Section 3.2 State Code of Ethics and Code of Conduct

The School's Governing Board and employees shall comply with the State Code of Ethics, codified in Chapter 84, HRS. The School's Governing Board, employees, contractors, and volunteers shall also comply with the Code of Conduct developed and implemented by the Commission, as required in BOE Policy 201-1, as may be amended.

Section 3.3 Governing Board Reporting

The School's Governing Board shall notify the Commission within 14 business days of any membership changes on the Governing Board.

The School's Governing Board shall make the following documents available at a publicly accessible area in its office so as to be available for review during regular business hours, and on its website, and by the respective due dates:

- a. A list of the current names and contact information of the Governing Board's members and officers;
- b. The schedule of Governing Board meetings by September 1 of each year;
- c. Governing Board meeting notices and agendas as specified in Section 302D-12, HRS; and
- d. Governing Board meeting minutes as specified in Section 302D-12, HRS.

SECTION IV. EDUCATIONAL PROGRAM

Section 4.1 School's Control

Subject to the terms and conditions of this Charter Contract, the School shall have control over and responsibility for the design and delivery of the educational program and for attaining the academic performance standards and targets established in the Performance Frameworks attached as Exhibit B and, subject to Section 4.2 of this Charter Contract, shall have the discretion to modify, amend, adapt, and otherwise change its educational program as it deems necessary to achieve the academic performance standards and targets.

Section 4.2 Material Elements of Educational Program

The material elements of the School's Educational Program, including but not limited to the School's mission and vision statements, are as set forth in Exhibit A to this Charter Contract. The School shall, at all times, operate in a manner consistent with its Educational Program as defined in Exhibit A. Revisions to any of the elements in Exhibit A (such as establishing, creating, or expanding a virtual or blended learning programs or expanding or eliminating a division) shall be considered a material change to the Charter Contract and shall require prior written approval by the Commission. Where appropriate, this approval shall be informed by an analysis of the School's performance on the Performance Frameworks under Section 5.1 of this Charter Contract particularly to the extent that such changes are intended to improve educational outcomes.

Section 4.3 Academic Standards

As determined by BOE Policy 102-3, as may be amended, the School shall implement the Common Core or other State academic standards.

The School shall retain the autonomy to select a particular curricular and/or instructional approach consistent with the Common Core or other applicable State academic standards.

Section 4.4 Graduation Requirements for High School

The School shall comply with the high school graduation requirements set in BOE Policy 102-15, as may be amended, provided that the School may request a waiver of this policy from the BOE and shall notify the Commission in writing of any approved waivers within 14 business days.

Section 4.5 Education of Students with Disabilities

The DOE is the State of Hawaii's "state education agency" (SEA) and "local education agency" (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA). All public schools, including charter schools, are part of and fall under the LEA. As such, the School shall comply with all applicable federal and State laws, rules, policies, procedures, and directives regarding the education of students with disabilities, including but not limited to Chapter 8-60, Hawaii Administrative Rules (HAR).

The Commission shall collaborate with the DOE to develop guidelines related to the provision of special education services and resources to each charter school.

The DOE is statutorily responsible for the provision of a free appropriate public education as defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504") and IDEA. If the School enrolls special education students or identifies one of its students as eligible for special education, the School shall be responsible for ensuring the educational and related services that are required by a student's individualized education program (IEP) pursuant to Section 302D-30, HRS.

The programs and services for the student shall be determined collaboratively by the student's IEP team, which includes the student's parents or legal guardian.

Section 4.6 Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act Amendments Act of 2008

The School shall comply with Section 504 and the Americans with Disabilities Act Amendments Act of 2008 and all related DOE rules, policies, and procedures in its general curriculum, including but not limited to implementation of any Section 504 plan that has been developed for a student, all as may be amended from time to time. The DOE may provide training, consultation, and advice to the School as needed with regard to Section 504 compliance, including legal interpretations, recommendations for intervention strategies, and assistance in conducting Section 504 plan and review meetings.

Section 4.7 English Language Learners/English Learners

The School shall provide services to students who are English Language Learners (English Learners) in compliance with all applicable federal and State laws, regulations, rules, court orders, policies, procedures, and guidance, all as may be amended from time to time, to ensure linguistic accessibility to the School's educational program. Should the DOE continue to provide the Commission funding to administer this technical assistance, the Commission shall provide the School such technical assistance. The School shall also assist Immigrant Children and Youth, as defined in Section 3301(6), Title III, Elementary and Secondary Education Act, as the same may be amended from time to time, in meeting the State academic content and student academic achievement standards that all public school students are expected to meet.

SECTION V. SCHOOL PERFORMANCE

Section 5.1 Performance Frameworks

The School's academic, organizational, and financial performance under this Charter Contract shall be evaluated using the Academic, Organizational, and Financial Performance Frameworks, respectively, attached as Exhibit B to this Charter Contract. The specific terms, forms, and requirements of the Performance Frameworks, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Commission and shall be binding on the School. Material changes to the Performance Frameworks shall require approval by the Commission.

Section 5.2 Modification to Performance Frameworks

The Parties acknowledge that specific terms, forms, and requirements of the Performance Frameworks may be modified to the extent required to align with changes to applicable State or federal accountability requirements as set forth in law or policies or based on other circumstances that make assessment based on the existing Performance Framework requirements impracticable.

Section 5.3 State Accountability System

The School shall be subject to the State public school accountability system and comply with all requirements related to the State assessment for all public schools. The School shall also be subject to mandatory reporting requirements from the United States Department of Education. The School shall administer all student testing as required by applicable federal and State law, rule, policies, and procedures.

SECTION VI. FINANCIAL MATTERS

Section 6.1 Fiscal Responsibilities

The School shall maintain accurate and comprehensive financial records, practice governmental accounting in accordance with Generally Accepted Accounting Principles, and use public funds in a fiscally responsible manner.

Section 6.2 Fiscal Year

The fiscal year for the School shall begin on July 1 and end on June 30 of the subsequent calendar year.

Section 6.3 Procurement

Pursuant to Sections 302D-25(b) and 302D-12(d), HRS, the School and its Governing Board shall be exempt from Chapter 103D, HRS. However, the School's Governing Board shall develop and adhere to a policy for the procurement of goods, services, and construction consistent with the goals of public accountability and public procurement practices. The policy shall be readily accessible from the School's website as described in Section 8.9 of this Charter Contract

Section 6.4 Management and Financial Controls

The School's Governing Board shall develop and adhere to a policy for the School's financial management that shall be readily accessible from the School's website, as described in Section 8.9. This policy shall allow the School to maintain appropriate governance and management procedures and financial controls which shall include, but not be limited to:

- a. Budgets;
- b. Accounting policies and procedures;
- c. Payroll procedures;
- d. Financial reporting; and
- e. Internal control procedures for receipts, disbursements, purchases, payroll, inventory, and fixed assets.

Section 6.5 Assets

The School shall maintain a complete and current inventory of all of its property and shall update the inventory annually. The School shall take all necessary precautions to safeguard assets acquired with public funds.

Section 6.6 Chart of Accounts

The Commission may require the School to follow a uniform chart of accounts; provided that the Commission shall provide a reasonable time period for the School to convert to such chart of accounts.

Section 6.7 Transfer of Funds to Affiliated Nonprofit or Educational Service Provider

The School shall not transfer public funds to any affiliated nonprofit or educational service provider except for legitimate and reasonable payments from the School to the affiliated nonprofit or

educational service provider pursuant to a written legal agreement. The School shall provide the Commission a copy of any newly executed agreement between the affiliated nonprofit or educational service provider and the School within 14 business days of execution.

Section 6.8 Financing Agreements

The School shall comply with Chapter 37D, HRS, relating to financing agreements, which requires the approval of the attorney general. "Financing agreement" means any lease purchase agreement, installment sale agreement, loan agreement, line of credit or other agreement of the department or, with the approval of the director, and any agency, to finance the improvement, use or acquisition of real or personal property that is or will be owned or operated by one or more agencies of the State, the department or any agency, or to refinance previously executed financing agreements including certificates of participation relating thereto. The School shall not act as a guarantor of any such financing agreement.

Section 6.9 Insurance

The School shall be covered under the Statewide Risk Management Program pursuant to Chapter 41D, HRS, for liability, property, crime, and automobile insurance. The School shall comply with all applicable laws, rules, policies, procedures, and directives of the Department of Accounting and General Services' Risk Management Office. The School may purchase additional insurance coverage if so desired.

Section 6.10 Per-pupil Funding

The School's non-facility general fund per-pupil funding shall be as defined in Section 302D-28, HRS. All funds distributed to the School from the Commission shall be used solely for the School's educational purposes as appropriated by the Legislature, and the School shall have discretion to determine how such funding shall be allocated at the school level to serve those purposes subject to applicable laws and this Charter Contract.

Section 6.11 Per-pupil Funding: Enrollment Count Reports for Funding

The School shall provide the Commission projected enrollment counts as required for funding, budgeting, and reporting purposes by May 15. The Commission shall obtain actual enrollment counts directly from student information data systems to determine the School's per-pupil funding.

Section 6.12 Per-pupil Funding: Funding Subject to Appropriation

The general fund per-pupil funding is contingent upon legislative appropriation and allocation of funds. If the Legislature fails to appropriate sufficient monies or if the appropriation is reduced by the Governor or by any other means and the effect of such non-appropriation or reduction is to provide insufficient monies for the continuation of the School, this Charter Contract shall terminate on the last day of the fiscal year for which sufficient funds are available.

Section 6.13 Per-pupil Funding: Adjustments to Funding

The Commission's disbursement of per-pupil funds may be adjusted for the following reasons:

- a. To reconcile projected versus actual enrollment counts;

- b. To adjust the per-pupil amount due to restriction by the Governor or other reduction action;
- c. To adjust the actual enrollment count based on an audit of pupil counts and per pupil revenue that impact the funding received by the School; or
- d. To withhold funds due to non-compliance in accordance with Section 302D-28, HRS.

The Commission shall have the discretion to determine whether to make an adjustment by:

- a. Reconciling the adjusted amount in a subsequent disbursement to the School; or
- b. Either making payment to the School or requiring reimbursement from the School with at least thirty (30) days' written notice by the Commission.

Section 6.14 Per-pupil Funding: Facility Funds

In each year in which funds are appropriated for charter school facility purposes, the Commission shall allocate the funds among eligible charter schools, as provided for in Section 302D-29.5, HRS. All funds distributed to the School shall be restricted to the purposes of the appropriation.

Section 6.15 Per-pupil Funding: Federal Funding

Pursuant to Section 302D-28, HRS, the School shall be eligible for all federal financial support to the same extent as all other public schools. The Commission shall distribute federal funds to the School in accordance with applicable federal and state rules and regulations. The Commission shall make the allocation methods publicly available.

Section 6.16 Per-pupil Funding: Title I Funding

The School, if eligible, shall use Title I, Part A funds in accordance with applicable federal and state law and regulations including programmatic and fiscal requirements, and the Commission shall provide information to assist the School in understanding Title I, Part A requirements. The School shall provide a school plan that includes the components and school improvement elements required under Title I, Part A.

Section 6.17 Per-pupil Funding: Additional Funds

The School may accept monetary contributions or grants and shall comply with all applicable State or federal laws regarding such monetary contributions or grants.

Section 6.18 Per-pupil Funding: Fees

Pursuant to Section 302D-28, HRS, the School may charge reasonable fees, to the extent permitted by law, for co-curricular activities.

Section 6.19 Financial Reporting: Budget and Cash Flow

The School shall prepare and provide to the Commission a copy of its annual budget as approved by the School's Governing Board and cash flow projections for each upcoming fiscal year by June 15 or two weeks after the Commission notifies the School of the anticipated amount of State non-facility general fund per-pupil funding to be allocated, whichever is later.

Section 6.20 Financial Reporting: Quarterly Financial Reports

The School shall prepare and submit quarterly financial reports to the Commission within 30 calendar days of the end of each fiscal year quarter.

Section 6.21 Financial Reporting: Annual Audits and Financial Reviews

Each fiscal year, the School shall provide for an independent annual financial audit conducted in accordance with Generally Accepted Auditing Standards and Governmental Auditing Standards and performed by a certified public accountant (CPA); provided the Commission may allow a financial review, pursuant to Section 302D-32, HRS. The School shall provide the completed audit or financial review to the Commission by November 1, after the conclusion of the fiscal year; provided that the Commission, with reasonable notice to the School, may change the deadline depending on circumstances. The School shall pay for the audit or financial review if an appropriation is not made by the Legislature for such purpose.

SECTION VII. STUDENT ADMISSION, ENROLLMENT, WITHDRAWAL, & DISMISSAL

Section 7.1 Compulsory Education

The School shall follow the age and compulsory attendance requirements set in Section 302A-1132, HRS.

Section 7.2 No Tuition or Fees for Admission, Enrollment, or Attendance

Pursuant to Section 302D-28, HRS, the 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 6.18 of this Charter Contract.

Section 7.3 Admissions

The School shall comply with its admission policies and procedures as approved by the Commission. If the number of applicants exceeds the School's capacity of a program, class, grade level, or building, the School shall select students to enroll using a public lottery that shall be publicly noticed; provided that if the School is a conversion charter school serving as the home school for the DOE district, then the School shall follow Section 302D-34(c), HRS. These policies and procedures shall be readily accessible from the School's website, as described in Section 8.9 of this Charter Contract

Section 7.4 Enrollment

Pursuant to Section 302D-34, HRS, the School shall make all student recruitment, admissions, enrollment, and retention decisions in a nondiscriminatory manner and without regard to race, color, ethnicity, national origin, religion, gender, sexual orientation, income level, disability, level of proficiency in the English language, need for special education services, or academic or athletic ability. The School shall maintain accurate and complete enrollment data.

The School shall not impose enrollment preferences, except as allowed for in Section 302D-34, HRS. Any enrollment preferences adopted by the School shall be included in the admissions policy and procedures, as described in Section 7.3 of this Charter Contract.

Section 7.5 Attendance

The School's Governing Board shall maintain and adhere to a policy for attendance. The policy shall be readily accessible from the School's website, as described in Section 8.9 of the Charter Contract. The School shall maintain daily records of student attendance and absences.

Section 7.6 Attendance: Virtual or Blended Learning School/Program

If the School is a virtual or blended learning school/program, the School's attendance policy shall include:

- a. School procedures to account for student attendance online; and
- b. The requirements for on-site attendance for each course and grade level.

Section 7.7 Dismissal

The School shall not dismiss or transfer a student involuntarily, unless the dismissal or transfer is accomplished through procedures established by the School that are in compliance with Sections 302A-1134 and 302A-1134.6, HRS, and due process requirements, provided that any dismissal of a student with a disability shall comply with the requirements of Chapter 8-60, HAR.

Section 7.8 Withdrawal and Transfer

The School shall adopt and adhere to withdrawal and transfer procedures which provide for the timely release of any student who withdraws from the School and/or transfers to another school. The School's withdrawal and transfer procedures shall also provide for the transfer of the student's records to the new school in a reasonable timeframe.

SECTION VIII. OPERATION OF SCHOOL

Section 8.1 Student Records

The School shall maintain student records for current and former students in accordance with the requirements of State and federal law, including the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), as may be amended from time to time.

Section 8.2 Records Retention

The School shall comply with all applicable federal and State requirements pertaining to the retention of all School records. As a State entity, the School shall comply with the policies and guidelines of the Department of Accounting and General Services, Archives Division, Records Management Branch, with regard to the retention and disposal of government records.

Section 8.3 Open Records Law

The School shall comply with Chapter 92F, HRS, the Uniform Information Practices Act.

Section 8.4 Student Conduct and Discipline

The School shall adopt, update, and adhere to written policies concerning standards of student conduct and discipline which shall comply with all applicable federal and State laws. The School shall provide this policy to parent(s)/guardian(s) and students at the start of each school year and shall make this policy readily accessible from the School's website, as described in Section 8.9 of this Charter Contract.

Section 8.5 Punishment of Pupils

Pursuant to Section 302A-1141, HRS, no physical punishment of any kind may be inflicted upon any pupil.

Section 8.6 Complaints Process

The School shall adopt and adhere to a process for resolving public complaints which shall include an opportunity for complainants to be heard by the School's Governing Board. For matters concerning the operations and administration of the School, the decision by the School's Governing Board shall be considered final, except where the complaint pertains to a possible violation of any law or breach of this Charter Contract. In the case of a possible violation of law or breach of the Charter Contract, the Commission or other appropriate state agency may investigate the validity of the complaint to determine whether additional actions are needed. The complaints process shall be readily accessible from the School's website, as described in Section 8.9, of this Charter Contract.

Section 8.7 Contracting with an Educational Service Provider

The School shall not enter into a contract or subcontract for comprehensive management or administration services of its core educational program or services, unless otherwise agreed to in writing by the Commission or identified in Exhibit A (Educational Program) and reviewed and approved as to form by the School's Deputy Attorney General. Such contracting is conditioned upon the School

developing a management agreement with the educational service provider that meets the conditions in Exhibit C to this Contract; provided requirements of a School Improvement Grant or other federal grant shall control.

Section 8.8 Transportation

The School may provide its own transportation services, provide transportation through an agreement or contract with a private provider, or access any other school transportation provided to it by law. Pursuant to Section 286-181, HRS, any transportation services provided by the School shall follow the safety rules and standards relating to school vehicles, equipment, and drivers adopted by the Department of Transportation.

Section 8.9 School Policies

The School shall make the current versions of the following policies and procedures readily accessible from its website:

- a. Admissions policies and procedures, as described in Section 7.3 of this Charter Contract;
- b. Student conduct and discipline policy, as described in Section 8.4 of this Charter Contract;
- c. Complaints procedures, as described in Section 8.6 of this Charter Contract;
- d. Attendance policies and procedures, as described in Section 7.5 of this Charter Contract;
- e. Procurement policy, as described in Section 6.3 of this Charter Contract;
- f. Safety plan, as described in Section 9.1 of this Charter Contract;
- g. Financial management policies and procedures, as described in Section 6.4 of this Charter Contract; and
- h. Personnel policies, as described in Section 12.8 of this Charter Contract.

SECTION IX. HEALTH AND SAFETY

Section 9.1 Safe Environment

The School shall maintain a safe learning environment at all times. The School shall develop and adhere to a safety plan, which shall be readily accessible from the School's website, as described in Section 8.9 of this Charter Contract.

Section 9.2 Health Clearances

The School shall comply with Sections 302A-1154 to 302A-1163, HRS, and Chapter 11-157, HAR, requiring documentation that each student has received immunizations against communicable diseases, is free from tuberculosis in a communicable form, and has received a physical examination. Pursuant to Section 302A-1161, HRS, if a child does not complete the immunizations or physical examination required within the period provided by Section 302A-1155, HRS, after provisional entry into school, the School shall notify the parent or guardian of the child that if the required immunizations or physical examination is not completed within thirty days of the date of the notice, the child shall not be admitted to the School.

Section 9.3 Student Health

The School shall provide appropriate first aid care for ill and injured students. The School may recommend that parents seek the help of medical professionals or appropriate health agencies for cases beyond its scope of responsibility.

Section 9.4 Reporting of Crime-related Incidents

The School shall adopt policies and procedures to:

- a. Require a report to appropriate authorities from a teacher, official, or other employee of the School who knows or has reason to believe that an act has been committed or will be committed, which:
 - (1) Occurred or will occur on School property during School hours or during activities supervised by the School; and
 - (2) Involves crimes relating to arson, assault, burglary, disorderly conduct, dangerous weapons, dangerous drugs, harmful drugs, extortion, firearms, gambling, harassment, intoxicating drugs, marijuana or marijuana concentrate, murder, attempted murder, sexual offenses, rendering a false alarm, criminal property damage, robbery, terroristic threatening, theft, or trespass;
- b. Establish procedures for reporting any incident; and
- c. Impose appropriate disciplinary action for failure to report these incidents, including probation, suspension, demotion, and discharge of School officials.

Section 9.5 Use of Tobacco Prohibited

Pursuant to section 302A-102, HRS, the School shall prohibit the use of tobacco at its school or at School functions.

SECTION X. STUDENT RECORDS AND DATA

Section 10.1 Educational Data

Pursuant to Section 302D-23, HRS, the School shall comply with the minimum educational data reporting standards established by the BOE and with additional data reporting required by the Commission in its oversight of this Contract and shall ensure all data is accurate and complete.

Section 10.2 Reporting of Data and School Information

The School shall provide to the Commission, in the format and timeframe prescribed by the Commission, any data necessary and reasonably required by the Commission to meet its oversight and reporting obligations. The Commission shall provide by June 1 the list of anticipated reports and due dates and provide this information to the School.

Section 10.3 Commission's Annual Report to the BOE and Legislature

Pursuant to Section 302D-17, HRS, the Commission shall publish and provide an annual report on the School's performance in accordance with the performance frameworks.

Section 10.4 Permitted Disclosures and Users by Operators

Pursuant to Section 302A-500, HRS, the School shall be responsible for notifying operators, as defined in Section 499, HRS, with access to student data and information of the operators' statutory responsibilities and restrictions.

SECTION XI. FACILITIES

Section 11.1 Location

The School shall provide educational services, including the delivery of instruction, primarily at locations identified in Exhibit A.

Section 11.2 Emergency Relocation

In the event of natural disasters, emergencies, and/or damage to a School's facilities, the School may provide educational services at temporary locations not identified in Exhibit A, provided the School notify the Commission of the location prior to the start of services at the temporary location.

Section 11.3 Occupancy Rights

The School shall possess the lawful right to occupy and use the premises on which the School operates. The School shall provide the Commission a copy of the School's lease, deed, or other occupancy agreement for all locations identified in Exhibit A, except if the School occupies State or DOE school facilities.

Section 11.4 Compliance with Codes

The School shall be located in facilities that comply with all applicable State and county building, zoning, fire, health, and safety code requirements.

If the School is located in facilities other than State or DOE facilities, the School shall obtain and maintain any necessary certificates or permits required for use and occupancy of the School's facilities from the applicable building, zoning, fire, health, and safety authorities. The School shall immediately notify the Commission in the event that any such certificate or permit is jeopardized, suspended, or revoked.

The School shall comply at all times with the occupancy capacity limits set by zoning, building, fire, and other applicable regulations.

Section 11.5 Relocation or Expansion of Facilities

The School's relocation to different or additional facilities for non-emergency reasons shall constitute a material change in the Contract and shall require prior written approval by the Commission pursuant to Section 4.2 of this Charter Contract. Approval shall be contingent upon meeting the following conditions:

- a. Submission of enrollment projections for the upcoming school year, should the School seek to increase enrollment;
- b. Submission to the Commission of a Certificate of Occupancy for the new facilities prior to the first day of occupancy;
- c. Submission to the Commission of a lease, deed, or other document showing the School possesses the right to occupy the new premises;
- d. Submission to the Commission of documentation that the new facilities meet applicable health, safety, fire, building, and zoning code requirements; and

- e. **Submission to the Commission of documentation that the new facilities are of sufficient size to safely house the maximum anticipated enrollment.**

SECTION XII. CHARTER SCHOOL PERSONNEL

Section 12.1 Collective Bargaining

All employees of the School shall be subject to collective bargaining under Chapter 89, HRS, and shall comply with the master agreements as negotiated by the State; provided that the School may enter into supplemental collective bargaining agreements that contain cost and non-cost items to facilitate decentralized decision-making. The School shall provide a copy of any supplemental collective bargaining agreement to the Commission or the DOE.

Section 12.2 Nondiscrimination

The School, including any employees or agents of the School, shall not engage in any discrimination that is prohibited by any applicable federal, State, or city and county law, including but not limited to Section 378-2, HRS.

Section 12.3 Teacher Credentials

Pursuant to Section 302A-804, HRS, the School shall hire licensed teachers that meet the applicable State licensing requirements consistent with federal law and requirements, State law, and collective bargaining agreements, as such requirements may be amended.

Section 12.4 Personnel Data

The School shall maintain accurate and complete personnel and payroll information and shall provide such information to the Commission, in the format and timeframe prescribed by the Commission, as required for the Legislature, DOE or any State agency including but not limited to the Department of Budget & Finance, Employees' Retirement System, and the Hawaii Employer-Union Health Benefits Trust Fund. The School shall ensure each employee that qualifies for State benefits receives such benefits.

Section 12.5 Evaluations

Pursuant to federal and state law and policy, the School is responsible for implementing principal and teacher evaluation systems. The School shall ensure that the evaluation systems are in compliance with all applicable laws, regulations, and policies, including, but not limited to the State's Every Student Succeeds Act (ESSA) plan and collective bargaining requirements.

Section 12.6 Non-Instructional Employees

The School shall ensure that the School's non-instructional employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Charter Contract, and that all applicable licensing and operating requirements imposed or required under federal, State, or city and county laws, 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, as well as any applicable collective bargaining agreements.

Section 12.7 Criminal History Checks

The School shall conduct criminal history checks, administered by the Hawaii Criminal Justice Data Center in accordance with Section 846-2.7, HRS, solely for the purpose of determining whether a prospective employee or agent is suitable for working in close proximity to children. All such decisions shall be subject to applicable federal laws and regulations currently or hereafter in effect. The School may terminate the employment of any employee or deny employment to an applicant if the person has been convicted of a crime, and if the School finds by reason of the nature and circumstances of the crime that the person poses a risk to the health, safety, or well-being of children.

Section 12.8 Personnel Policies

The School's Governing Board shall adopt and adhere to personnel policies for all school employees. These policies must be made readily accessible from the School's website, as described in Section 8.9 of this Charter Contract.

SECTION XIII. IMMEDIATE NOTICE

Section 13.1 School Emergency Closure

The School shall promptly notify the Commission, the appropriate county civil defense office(s), and the public of any circumstance requiring the closure of the School, including, but not limited to, a natural disaster or destruction of or damage to the School facility.

Section 13.2 Mandatory Notification

The School shall notify the Commission within two calendar days when it has knowledge of any of the following:

- a. Any condition that may cause the School to vary from the terms of this Charter Contract or applicable requirements, federal and/or State law;
- b. The arrest of any members of the School Governing Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
- c. A court judgment that any members of the School Governing Board or School employees have been found guilty; plead no-contest, or accepted a deferred acceptance of a no-contest plea;
- d. Any complaint, citation, or default filed against the School by a government agency or lessor;
- e. Any inaccuracy found in enrollment count or other data provided to the Commission;
- f. The School receives a notice or is otherwise informed that the School is a party to a legal suit;
- g. Severe damage to a School's facilities that render the facilities unusable and require the School to relocate; or
- h. A default on any obligation, which shall include debts for which payments are past due by ninety (90) calendar days or more.

SECTION XIV. OVERSIGHT

Section 14.1 Monitoring

The Commission shall continually monitor the performance and legal compliance of the School. The Commission shall have the authority to conduct oversight activities that enable the Commission to fulfill its responsibilities under Chapter 302D, HRS, including conducting appropriate inquiries and investigations, so long as those activities are consistent with the intent of Chapter 302D, HRS, and adhere to the terms of this Contract.

Section 14.2 Monitoring Related to Federal Programs

The School shall allow the DOE access to and provide any information needed to meet its oversight and reporting obligations as the SEA or LEA. The DOE may monitor the School for compliance with programmatic or fiscal requirements, including requiring reports or other documentation, under any applicable law related to federal programs, including but not limited to special education.

Section 14.3 Access to Records

Consistent with the school's obligations under FERPA, the School shall make all School records open to inspection by the Commission, the DOE, the Office of the Auditor, law enforcement officials, contractors, or any other federal or State regulatory agency within five business days after request is made, or sooner if required by law.

Section 14.4 Site Visits

The Commission may visit the School at any time and may, at its discretion, conduct site visits and monitoring. When appropriate, the Commission shall make reasonable efforts to provide notice of visits. Such site visits may include any activities reasonably related to fulfillment of the Commission's oversight responsibilities including, but not limited to, inspection of the facilities; audit of financial books and records; inspection of records maintained by the School; interviews and observations of the principal, staff, school families, staff of an affiliated nonprofit or educational service provider and community members; and observation of classroom instruction.

Section 14.5 Intervention

Intervention(s) may be initiated when the Commission finds that the School has failed to:

- a. Comply with applicable laws, rules, policies, or procedures;
- b. Comply with the terms and conditions of this Contract; or
- c. Meet performance expectations as set forth in any of the Performance Frameworks.

Upon finding that a School has failed to meet legal or contractual compliance obligations, the Commission and the School shall follow the Intervention Protocol (Exhibit D). Failure to invoke the Intervention Protocol shall not be (i) construed as a waiver or relinquishment of any requirement under applicable laws, rules, policies, procedures, contractual terms and conditions, or performance expectations; or (ii) deemed a necessary precedent to non-renewal or revocation.

SECTION XV. RENEWAL, NON-RENEWAL, REVOCATION, CLOSURE, AND DISSOLUTION

Section 15.1 Renewal and Non-renewal

Charter contract renewal and non-renewal shall follow the requirements set in Section 302D-18, HRS. The Commission's renewal and non-renewal criteria and processes are provided within this charter contract as Exhibit E.

Section 15.2 Revocation

The Commission may revoke a charter contract pursuant to Section 302D-18, HRS, and Chapters 8-5-505-15, HAR.

Section 15.3 School-Initiated Closure

Should the School choose to voluntarily surrender this Contract before the end of the Contract term, it may do so in consultation with the Commission at the close of any school year and upon written notice to the Commission given at least ninety (90) days before the end of the school year.

Section 15.4 Dissolution

In the event that the School ceases operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of this Contract, the School shall cooperate with the Commission in scheduling cessation of operations and shall comply with the Commission's closure policies and protocol.

Section 15.5 Financial Insolvency

Pursuant to Section 302D-28.5, HRS, any public charter school that becomes financially insolvent shall be deemed to have surrendered its charter. For the purpose of this provision, the School shall be determined to be financially insolvent when it is unable to pay its staff when payroll is due. The School shall cooperate with the Commission in ensuring the orderly closure of the School. The School shall comply with the Commission's closure policies and protocol, once adopted by the Commission.

Section 15.6 Remaining Assets

In the event that the School closes, the School shall return any remaining public assets to the State, provided that any outstanding obligations of the School are fulfilled first pursuant to Section 302D-19, HRS.

SECTION XVI. AGREEMENT

IN WITNESS WHEREOF, the Parties have made and entered into this Contract as of the effective date.

**STATE PUBLIC CHARTER SCHOOL
COMMISSION**


Signature

Sione Thompson

Executive Director

6/12/18
Date

KAMALANI ACADEMY


Signature

KU'UIPO LAUMATIA
Print Name

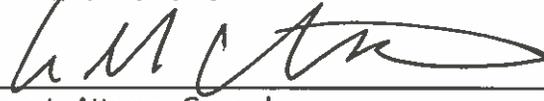
GOVERNING BOARD CHAIR
Title

5/30/18
Date

APPROVED AS TO FORM:


Deputy Attorney General

APPROVED AS TO FORM:


Deputy Attorney General

APPENDICES

Exhibit A: Educational Program

Exhibit B: Performance Frameworks (Academic, Financial, and Organizational)

Exhibit C: Education Service Provider Requirements

Exhibit D: Intervention Protocol

Exhibit E: Renewal, Non-renewal, and Revocation

Exhibit A: Educational Program

EXHIBIT A
EDUCATIONAL PROGRAM

SCHOOL INFORMATION	
School Name:	Kamalani Academy
Shortened School Name:	Kamalani Academy
Grades Served in School Year:	2017-2022: K-8
Grade Levels that Comprise Each Division:	Elementary: K-5 Middle: 6-8
Mission and Vision:	<p>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.</p> <p>Vision: A space where children become leaders, prepared for a Twenty First Century we cannot even imagine.</p>
Essential Term #1:	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.
Essential Term #2:	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.
Essential Term #3:	Kamalani Academy will focus on Hawaiiana content and curriculum.
Essential Term #4:	N/A
Essential Term #5:	N/A
Targeted Geographic Area:	Central Oahu

Instructional Sites and Maximum Occupancy:	1403-A California Avenue, Wahiawa, HI 96786	Maximum Occupancy: 477
Educational Service Provider:	Academica Nevada	
<p><i>For the purposes of this section, a virtual learning program is defined as a form of distance education that uses the Internet and computer technologies to connect teachers and students and deliver curriculum with students fewer than five hours per week of instruction at a supervised brick and mortar school site location.</i></p> <p>Does the school have a virtual learning program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Maximum enrollment of the virtual learning program: <u>N/A</u></p> <p>Maximum percentage of total student population enrolled in the virtual learning program: <u>N/A</u></p> <p>Grades served by the virtual learning program: <u>N/A</u></p> <p><i>For the purposes of this section, blended learning is defined as a program where students receive instruction at a supervised brick and mortar school site location for five hours or more per week and in part through a virtual learning program or alternative learning experience in which students have some element of control over time, place, path, and/or pace.</i></p> <p>Does the school have a blended learning program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Maximum enrollment of the blended learning program: <u>N/A</u></p> <p>Maximum percentage of total student population enrolled in the blended learning program: <u>N/A</u></p> <p>Grades served by the blended learning program: <u>N/A</u></p>		

Exhibit B: Performance Frameworks (Academic, Financial, and Organizational)

EXHIBIT B

ACADEMIC PERFORMANCE FRAMEWORK

The Academic Performance Framework consists of two sections: Student Academic Outcomes and Value Added.

1. Student Academic Outcomes

This section contains the measures that are required by Section 302D-16, HRS including:

- a) **Student academic proficiency:** schools will set a target for the percentage of students who score at the levels of proficient or above on the statewide assessments in English Language Arts or Hawaiian Language Arts and math.
- b) **Student academic growth:** schools will set a target for growth based on statewide assessment results, as measured under the state ESSA plan for federal reporting and accountability or revised state accountability system (i.e., Strive HI)¹.
- c) **Achievement gaps in proficiency between major subgroups:** schools will set a target for high-needs proficiency rates in order to close the achievement gap between the non-high needs and high needs student subgroups.²
- d) **College and career readiness:** schools will set a target for each college and career readiness indicator for each grade division served.

¹ If this measure is not calculated using the current growth model for the state ESSA plan for federal reporting and accountability or revised state accountability system (i.e., Strive HI), this measure will not be calculated for the Academic Performance Framework until a calculation methodology for growth is determined and approved by the Commission.

² High needs students include the following full school year students who tested: economically disadvantaged, students with disabilities (IDEA only), English Language Learners, recent exits (2 years) for students with disabilities and English Language Learner. Non-high needs students comprise of all remaining full school year students who tested. See 2015-16 Strive HI Indicators and Measures Technical Report for more details.

- a. For high schools and schools with a high school division, the readiness measures must include the four-year graduation rate.³ In addition, schools may also add the five-year graduation⁴ and/or college-going rates.⁵
- b. For middle schools and schools with middle school divisions, schools may choose any measure that is consistent with the middle school college and career readiness measures used or captured by the DOE such as chronic absenteeism⁶ or average daily attendance⁷, ACT Aspire exam, eighth graders taking and passing Algebra 1, or the PSAT.
- c. For elementary divisions, schools will set a target for attendance and may choose between chronic absenteeism, or average daily attendance rates as defined above.

³ The four-year graduation rate is calculated using a four-year adjusted cohort graduation rate (ACGR) methodology. The graduation rate reported is lagged by one year. The rate reported for 2015-2016 results are based on the four-year cohort graduating by the end of 2014-2015.

The four-year ACGR =
$$\frac{\text{\# of on-time graduates in a year}}{\text{\# of first time entering 9th graders + transfers in - transfers out}}$$

- Graduates are students who receive a diploma within four years
- on-time for all students is four years
- graduation requirements may be completed during the summer of the given final year
- GED certificates of completion and other school-based certificates do not count as graduates for this calculation
- students who transfer in will be added to the school's appropriate graduating cohort
- students who transfer out must be documented by the sending school with an official transcript from the receiving school, only then can the student be removed from the cohort, students whose status is unknown or dropped out of the system are non-graduates
- students who are retained in grade 9 count only in their "first time grade 9" cohort.

See [2015-16 Strive HI Indicators and Measures Technical Report](#) for more details.

⁴ The five-year graduation rate is an extended year adjusted cohort graduation rate that accounts for graduates for an additional, fifth year. This rate is calculated following the same methodology used for the four-year adjusted cohort graduation rate. See [2015-16 Strive HI Indicators and Measures Technical Report](#) for more details.

⁵ This metric reports the percent of high school diploma earners with confirmed postsecondary enrollment (based on National Clearing House data) within 16 months after high school graduation. See [College and Career Readiness Indicators Report Class of 2015 Technical Report](#) for more details.

⁶ Chronic absenteeism is based on the number of full school year students (as defined by DOE) enrolled at a school (denominator) and the number of full school-year students who were absent, excused or unexcused, for 15 days or more during the full school year period (numerator). See [2015-16 Strive HI Indicators and Measures Technical Report](#) for more details.

⁷ Average Daily Attendance = (sum of full day present attendance days x 100) / (sum of the total number of possible school attendance days for each active student).

Excused and unexcused absences are treated as absences in the attendance calculation.

Calculation example: There are 30 students at your school and it is the 10th day of the new school year. During the first 10 days of school 9 students missed a full school day. The denominator is based on the total number of possible school days: 30 students x 10 days = 300. The numerator is 30 students x 10 days of school/ 9 days of absences = 291. (291 x 100) / 300 = 97%

Optional other measures: optional measures are not required by Section 302D-16, HRS. They must focus on valid and reliable student outcome data and may be school-developed or drawn from existing data sources such as DOE data or school-selected formative assessment.

When selecting measures within these categories, the availability and reliability of the data are important, and sometimes limiting, factors. For this reason, the Academic Performance Framework measures pull from Strive HI data and other data collected by the DOE for all public schools statewide.

For each measure, schools will work with staff to set annual target ranges, and interim targets if required by the school's charter contact. These ranges will be developed by analyzing a school's historical data, as well as comparative data for each school's geographic complex and all schools statewide.

2. Value Added

The second section of the Academic Performance Framework captures the work that schools are doing to add value to their school community or the education system at large. Each school must create a minimum of one Value Added goal. This section can measure the implementation of systems designed to increase program effectiveness, innovative practices and those that are aligned to the school's mission and vision. These goals will be specifically articulated and measurable and will include implementation timelines.

Evaluation and Reporting

For each measure included in its Academic Performance Framework, schools will set targets for each year of their contract. The Commission will publicly report these targets, as well as each school's performance on the measures, to the extent possible while protecting the privacy and confidentiality of students' data. The Commission will also report whether the school met its annual target, exceeded the target, or did not meet the target.

If the School does not achieve results within the set target range, the School is subject to the Intervention Protocol, provided in Exhibit D of this Charter Contract.

Modifications to the Academic Performance Framework During the Contract Period

Modifications can be made to the APF during the contract period in limited circumstances:

1. Modifications to the student outcome targets, which can be made when a school experiences a major shift in demographics.
2. Measures in both the Academic Student Outcomes and Value Added sections may be modified or added,
3. Academic Student Outcome targets may be renegotiated should the approved ESSA state accountability plan include extensive deviations from the methodology currently described in this submittal.

New Student Academic Outcome measures may be added between March 1st and May 15th for implementation the following year. Value Added measures may be added or modified after the school conducts a comprehensive needs assessment or similar strategic planning, but no later than July 1st.

I. Student Academic Outcomes

1. Academic Proficiency

Subject	TARGETS				
	% Proficient SY 17-18	% Proficient SY 18-19	% Proficient SY 19-20	% Proficient SY 20-21	% Proficient SY 21-22
Math	No target, establish baseline	5% increase from baseline	5% increase annually	5% increase annually	5% increase annually
ELA	No target, establish baseline	4% increase from baseline	4% increase annually	4% increase annually	4% increase annually
Science	No target, establish baseline	6% increase from baseline	6% increase annually	6% increase annually	6% increase annually

2. Academic Growth

SGP= Student Growth Percentile

Subject	TARGETS				
	Median SGP SY 17-18	Median SGP SY 18-19	Median SGP SY 19-20	Median SGP SY 20-21	Median SGP SY 21-22
Math	No target	Baseline data provided in Fall 2018, set targets for this year and subsequent years	TBD	TBD	TBD
ELA	No target	Baseline data provided in Fall 2018, set targets this year and subsequent years	TBD	TBD	TBD

3. College and Career Readiness

Chronic Absenteeism: Elementary and Middle

TARGETS				
% Chronically Absent Combined Elementary & Middle SY 17-18	% Chronically Absent Combined Elementary & Middle SY 18-19	% Chronically Absent Combined Elementary & Middle SY 19-20	% Chronically Absent Combined Elementary & Middle SY 20-21	% Chronically Absent Combined Elementary & Middle SY 21-22
No Target	Baseline data provided in Fall 2018, set targets for current and subsequent years	TBD	TBD	TBD

4. Achievement Gap

Targets for increasing the proficiency of high needs students in order to close the achievement gap

TARGETS					
Subject	% Proficient High Needs SY 17-18	% Proficient High Needs SY 18-19	% Proficient High Needs SY 19-20	% Proficient High Needs SY 20-21	% Proficient High Needs SY 21-22
Math	No target, establish baseline	TBD	TBD	TBD	TBD
ELA	No target, establish baseline	TBD	TBD	TBD	TBD

5. Optional Student Academic Outcome Measure:

Developmental Reading Assessment (DRA)

Subject	TARGETS				
	SY 17-18	SY 18-19	SY 19-20	SY 20-21	SY 21-22
ELA	No target — school will purchase tool and provide teacher professional development	80% of students will increase performance by one grade level by end of school year	80% of students will increase performance by one grade level by end of school year	80% of students will increase performance by one grade level by end of school year	80% of students will increase performance by one grade level by end of school year

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.

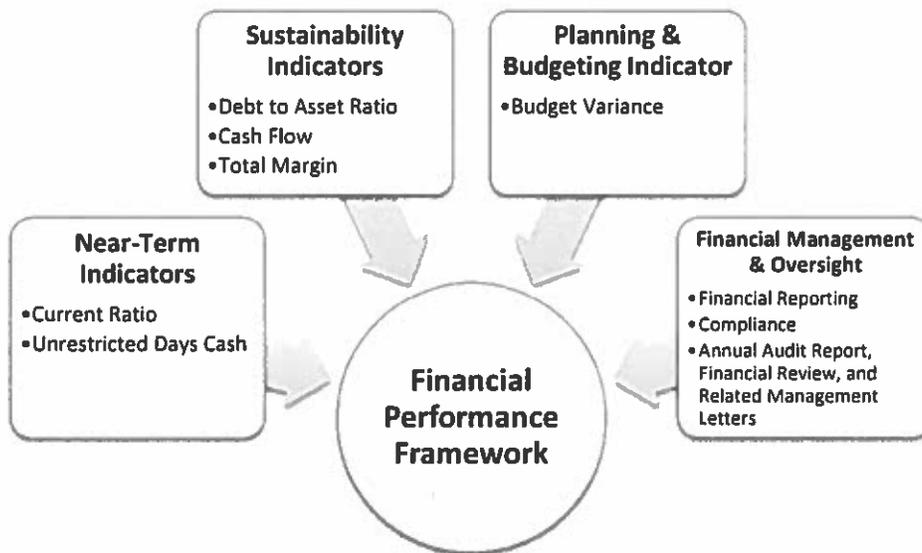
Objective 1.3: Participants will demonstrate an increase in quality literacy instruction through arts integration facilitation as measured by bi-annual pre/post classroom observation. In school year 2017-2018, the school will also establish an arts integration usage baseline for ELA using self-reported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

Action	Measurable Outcomes	Lead	Evidence of Completion	Due Date (& Interim Due Dates, if applicable)
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, 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)
Objective 1.2: 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	Teachers and administrators will agree on common arts	AICC	Professional development logs	July 1, 2018

Action	Measurable Outcomes	Lead	Evidence of Completion	Due Date (& Interim Due Dates, if applicable)
language across all content areas.	integration strategies and language.			
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)
Objective 1.3: 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)

EXHIBIT B FINANCIAL PERFORMANCE FRAMEWORK

The Financial Performance Framework (“Framework”) serves as a tool for the Commission to assess the financial health and viability of charter schools in its portfolio. The framework intends to provide a financial frame of reference based on current and past financial performance of charter schools. The indicators used in the framework are based on industry standard financial measures (e.g. ratios, variances) designed to be viewed in the aggregate with other complementary and supplementary information (e.g. timely and accurate financial and reporting practices, management practices). No single indicator or point in time data point gives a full picture of the financial situation of a school. Taken together, however, the indicators provide a qualitative assessment of the school’s near-term financial health, mid-term capacity, and long-term financial sustainability.



Risk-Based Approach

The framework adopts a risk assessment model as part of ongoing oversight and monitoring of charter schools’ fiscal activities, and renewal decision-making. The model aligns the framework to the unique funding and governance environment for charter schools in the State of Hawai’i. This risk-based approach will help identify areas of strength and weakness, highlighting controls that are designed to mitigate risks.

School(s) will be closely monitored if there is heightened risk of financial problems. Financial monitoring may include, but not limited to, request for reports or other documentation, inquiries through written or telephone communications, desk audits, or on-site visits, announced or otherwise. Moreover, a school may be requested to develop an appropriate corrective action plan in accordance with the

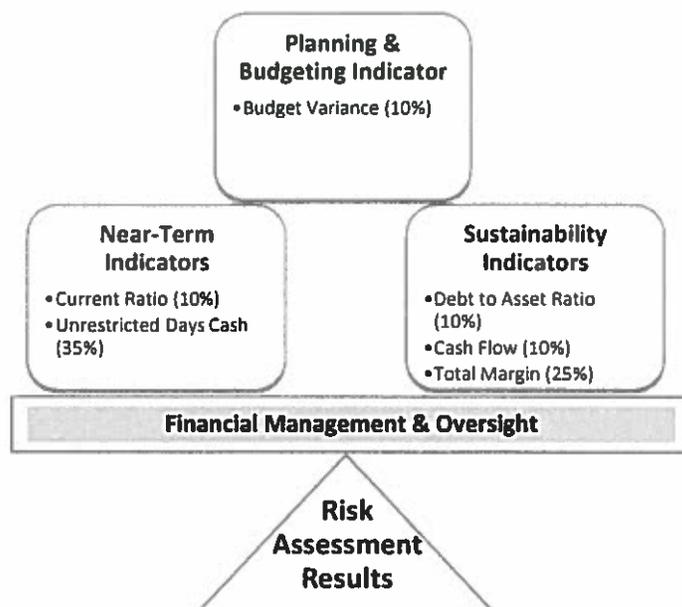
Intervention Protocol (Exhibit D) to address any monitoring issues identified during the risk assessment. The corrective action plan provides a school an opportunity to explain the issue(s); identify measurable solution(s); identify person(s) who will be responsible for each solution; set timelines; and monitor the progress of the corrective action plan.

Annual Risk Assessment Process

The annual risk assessment evaluates whether the financial viability of a school is at-risk based on the Commission’s review of financial information which will be drawn from the school’s annual audited financial statements or financial review. The inclusion of a “component unit” (an affiliated non-profit entity) may apply when a school’s annual audited financial statements include the presentation of reporting the audited component unit. The Commission’s assessment may also include other financial information and/or a more detailed examination of the school’s financial position and practices, as needed. The Commission may also consider the more current and more detailed information to determine whether the risk assessment result is still applicable throughout the assessment period and the degree to which it is, in fact, an indication of financial risk or distress or mitigation.

The risk assessment will focus on six indicators, or measures based on the National Association of Charter School Authorizers (NACSA) standards. Each indicator will be assessed on a scale from 1 to 5, with 1 being the lowest risk and 5 the highest risk. All six indicators will collectively make up a school’s overall risk level. The annual risk assessment result for a school will be determined using a balanced weighted formula utilizing the individual scores calculated for each indicator as follows:

$$(Current\ Ratio \times 0.10) + (Unrestricted\ Days\ Cash \times 0.35) + (Debt\ to\ Asset\ Ratio \times 0.10) + (Cash\ Flow \times 0.10) + (Total\ Margin \times 0.25) + (Budget\ Variance \times 0.10)$$



The individual and final risk assessment results will be represented as one of five categories based on the school’s risk assessment calculations as color-coded below and will be rounded to the nearest whole number.

Low	Acceptable	Moderate	High	Significant
1	2	3	4	5

Near Term Indicators

Current Ratio

$$\text{Current Ratio} = \text{Current Assets} \div \text{Current Liabilities}$$

The current ratio shows the relationship between a school's current assets and current liabilities. Current assets are balance sheet accounts (e.g. cash, receivables) that include the value of all assets that are expected to be converted to cash through normal operations within the current fiscal year. Current liabilities represent obligations (e.g. payables, accrued payroll, accrued vacation) that are payable in cash within a fiscal year. This ratio gives an indication of a school's ability to pay its obligations over the next twelve months. A school may be at-risk if it is unable to meet its current obligations.

This indicator accounts for **10 percent** of a school's aggregate final risk assessment.

Low	Acceptable	Moderate	High	Significant
Ratio is greater than (>) 1.5	Ratio is between 1.35 – 1.5	Ratio is between 1.2 – 1.35	Ratio is between 1.0 – 1.2	Ratio is less than (<) 1.0

Unrestricted Days of Cash on Hand

$$\text{Unrestricted Days Cash} = \text{Days Cash} \div [(\text{Total Expenses} - \text{Depreciation Expense}) \div 365]$$

The unrestricted days of cash on hand provides the number of days a school can pay its current expenses without another inflow of cash. Cash balances fluctuate since schools can expend and receive money on an almost daily basis. It indicates whether a school maintains a sufficient cash balance to meet its cash obligations. A school may be at-risk if there is insufficient cash to meet its cash obligations.

The indicator looks at a fixed point in time (the time the financial statement is prepared) and a trend over a period of time. Although this indicator is at a fixed point in time, it tells whether a school may have challenges in meeting its cash obligations. Note that this indicator looks at unrestricted cash, not cash that already has been earmarked for a specific purpose, such as renovations or facilities.

This indicator accounts for **35 percent** of a school's aggregate final risk assessment.

Low	Acceptable	Moderate	High	Significant
Days Cash is more than 60 days and having an upward or downward trend over three years or more	Days Cash is between 50 – 60 days and having an upward or downward trend over three years or more	Days Cash is between 30 – 50 days and having an upward or downward trend over three years or more	Days Cash is between 20 – 30 days and having an upward or downward trend over three years or more	Days Cash is less than 20 days and having a downward trend over three years or more

Sustainability Indicators

Debt to Asset Ratio

$$\text{Debt to Asset Ratio} = \text{Total Liabilities} \div \text{Total Assets}$$

The Debt to Asset Ratio compares a school's financial liabilities against the assets it owns. A lower ratio generally indicates stronger financial health. A higher ratio indicates that the school may be at-risk of not being able to pay back its debts. It is generally accepted indicator of potential long-term financial issues.

This indicator accounts for **10 percent** of a school's aggregate final risk assessment.

Low	Acceptable	Moderate	High	Significant
Ratio is less than (<) 0.2	Ratio is between 0.2 – 0.4	Ratio is between 0.4 – 0.5	Ratio is between 0.5 – 0.75	Ratio is greater than (>) 0.75

Cash Flow

$$\text{Cash Flow} = \text{Year-end Cash Balance} - \text{Beginning Year Cash Balance}$$

Cash Flow measures a school's change in cash balance from one period to another. This indicator is similar to days' cash on hand, but it provides insight into a school's long-term stability, as it helps to assess a school's sustainability over a period of time in an uncertain funding environment. A positive cash flow over time generally indicates increasing financial health and sustainability.

This indicator and accounts for **10 percent** of a school's aggregate final risk assessment.

Low	Acceptable	Moderate	High	Significant
Current Year Cash Flow is positive (+) and having an upward trend over three years or more	Current Year Cash Flow is positive (+) and having an upward or a down trend over three years or more	Current Year Cash Flow is either positive or negative (+/-) and having an upward or a downward trend over three years or more	Current Year Cash Flow is negative (-) and having an upward or a downward trend over three years or more	Current Year Cash Flow is negative (-) and having a downward trend over three years or more

Total Margin

$$\text{Total Margin} = \text{Net Income} \div \text{Total Revenue}$$

Total Margin measures the surplus or deficit a school yields out of its total revenues. This indicator is important because a school cannot operate at a deficit for a sustained period of time without the risk of closure. The intent of this indicator is not for the schools to be profitable, but is important for charter schools to operate within its available resources in a particular year and to build a reserve to support growth and sustainability.

This indicator is calculated by dividing net income by total revenue and accounts for **25 percent** of a school's aggregate final risk assessment.

Low	Acceptable	Moderate	High	Significant
Current Year Margin is positive (+) and having an upward trend over three years or more	Current Year Margin is positive (+) and having an upward or a downward trend over three years or more	Current Year Margin is either positive or negative (+/-) and having an upward or a downward trend over three years or more	Current Year Margin is negative (-) and having an upward or a downward trend over three years or more	Current Year Margin is negative (-) and having a downward trend over three years or more

Planning & Budgeting

Budget Variance

$$\text{Budget Variance} = \text{Actual Total Revenues} \div \text{Projected Total Revenues in the Charter School's Board-Approved Budget}$$

The budget variance depicts actual versus projected incoming revenues for a fiscal year. This indicator is important because revenues drive the development of a school's budget. While the per-pupil funding is the primary revenue source for charter schools, there are other sources (e.g. federal funds, grants, other state funds) that provide the basis for determining costs such as staffing and supplies. A budget based on revenues that are significantly more than its actual revenues may be at-risk of not meeting all of its budgeted expenses. Budgeted revenues that do not exceed actual revenues would not have a significant impact to the risk assessment rating scale.

This indicator accounts for **10 percent** of a school's aggregate final risk assessment.

Low	Acceptable	Moderate	High	Significant
Variance is greater than (>) 99%	Variance is between 96% – 98%	Variance is between 94% – 95%	Variance is between 91% – 93%	Variance is less than (<) 90%

Financial Management and Oversight

Compliance

The Commission ensures that the school complies with applicable laws, rules, regulations and provisions of the charter contract relating to financial reporting requirements, and to financial management and oversight expectations as evidenced by an annual independent audit or review, including but not limited to:

- Complete and on-time submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer and any reporting requirements if the board contracts with an Education Service Provider (ESP)
- On-time submission and completion of the annual independent audit and corrective action plans, if applicable
- No charging of tuition
- Adequate management and financial controls
- All reporting requirements related to the use of public funds
- An unqualified audit opinion
- An audit devoid of significant findings and conditions, material weaknesses or significant internal control weaknesses
- An audit that does not include a going concern disclosure in the notes or an explanatory paragraph within the audit report

If the School does not comply with the requirements of this Financial Performance Framework, the School is subject to the Intervention Protocol, provided in Exhibit D of this Charter Contract.¹

As provided in the Charter Contract:

14.1 Monitoring. The Commission shall continually monitor the performance and legal compliance of the School. The Commission shall have the authority to conduct or require oversight activities that enable the Commission to fulfill its responsibilities, so long as those responsibilities are consistent with the intent of Chapter 302D, HRS, and adhere to the terms of this Charter Contract.

¹ in accordance with §302D-17 Ongoing oversight and corrective actions;

(a) An authorizer shall continually monitor the performance and legal compliance of the public charter schools it oversees, including collecting and analyzing data to support ongoing evaluation according to the Charter Contract.

EXHIBIT B

ORGANIZATIONAL PERFORMANCE FRAMEWORK

The Organizational Performance Framework serves as the means by which the Commission addresses one of an authorizer's core responsibilities: protecting the public interest. The framework ensures that charter schools meet all applicable federal, state, and local laws and regulations as well as contractual requirements.

The Commission pledges to exercise its best efforts to meet NACSA's standards on performance evaluation and compliance monitoring by implementing an accountability system that effectively streamlines federal, state, and local performance expectations and compliance requirements while protecting schools' legally entitled autonomy and minimizing school's administrative and reporting burdens.

The Organizational Performance Framework requires the School to complete the Assurance of Compliance Statement (included in this framework) on an annual basis. The Assurance of Compliance Statement identifies the specific federal, state, and local laws and regulations and contractual requirements that the School is accountable to. Regardless of the specific references to law, rule, regulation, or contractual provision contained in the Statement, the School is required comply with all relevant laws and regulations at all times.

The Commission will evaluate and assess performance under the framework by:

1. Conducting audits of any compliance requirements associated with the references identified in the Statement;
2. Conducting at least one school site visit during the term of the Charter Contract;
3. Requiring submission of documentation verifying compliance through the Commission's online compliance management system; and
4. Reporting on the School's fulfillment of compliance requirements specified in this framework.

The level of oversight the School will receive may vary during the term of the Charter Contract. If the School does not comply with the requirements of this Organizational Performance Framework, the School is subject to the Intervention Protocol, provided in Exhibit D of this Charter Contract.

Within the first quarter of each fiscal year, the Commission will provide an annual Organizational Framework Report to the School that covers the previous year. The report will include a narrative of the School's performance under the framework, including any compliance breaches and actions required through the Intervention Protocol.

ASSURANCE OF COMPLIANCE STATEMENT

This document provides assurances to the Commission that the School is in compliance with the laws, rules, regulations, policies, and Charter Contract provisions set forth below. This document will be assigned to the School through the Commission's online compliance management system and must be completed, signed, and dated by the School's board chair and school leader annually.

In addition to this Assurance of Compliance Statement, the School is required to comply with all relevant laws and regulations at all times, regardless of the specific references in this document.

The School should read through each reference below, and then check the corresponding box to assure the Commission that the School is in compliance with the specified items identified below for the specified school year. A School with compliance breaches that require the Intervention Protocol will need to resolve the compliance breach by the end of the school year or be in the process of implementing a corrective action plan that resolves the compliance breach.

GOVERNANCE

- Section 302D-12(a), HRS: Governing Board Composition
- Section 302D-12(c), HRS: Governing Board Composition- Chair
- Section 302D-12(b), HRS: Governing Board Recruitment
- Section 302D-12(f), HRS: Oversight
- Section 302D-12(g), HRS: Procurement
- Section 302D-12(h), HRS: Open Meeting Requirements
- Section 302D-12(i), HRS: State Code of Ethics

HEALTH AND SAFETY

- Charter Contract Section 11.4: Facilities- Compliance with Codes
- Charter Contract Section 9.1: Safe Environment
- Chapter 12-45.2, Hawaii Administrative Rules: State Fire Code

ACCESS AND EQUITY

- Section 302D-34(a), HRS: Enrollment
- Charter Contract Section 7.3- Admissions
- Americans with Disabilities Act: 42 U.S.C. 12101
- Individuals with Disabilities Educational Act: 20 U.S.C. 1400 et seq.
- Section 302D-30, HRS: Special Education Services
- Section 504 of the Rehabilitation Act of 1973: 29 U.S.C 794
- Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974

Exhibit C: Education Service Provider Requirements

EXHIBIT C

EDUCATIONAL SERVICE PROVIDER REQUIREMENTS

For the purpose of this section an Educational Service Provider (ESP) is defined as a non-profit or for-profit entity that is contracted by the School to provide services that would otherwise be handled by employees of the School, which include, but are not limited to, operational back office functions and services related to the instructional design of the School, in return for fees. ESP arrangements sometimes give a third party substantial responsibility for the operation of a charter school and control over the school's finances.

While the Commission is not responsible for monitoring that contractual relationship, it does have an obligation to ensure that the School's governing board retains its statutory responsibilities and that the School-service provider relationship will not inhibit the Commission from fulfilling its oversight responsibilities. The following requirements ensure that both the School's governing board and the Commission retain authority to fulfill their legal rights and responsibilities under the Charter Contract and applicable law.

1. The ESP agreement shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter Contract.
2. The term of the ESP agreement shall not exceed the term of the Charter Contract.
3. No provision of the ESP agreement shall interfere with the duty of the governing board to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. No provision of the ESP agreement shall prohibit the School's governing board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with Chapter 302D, HRS.
4. The ESP agreement shall require the ESP to defend, indemnify, and hold harmless the State of Hawaii, the Commission and the School, 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 ESP or the ESP's employees, officers, agents, or subcontractors under the ESP agreement. The ESP agreement shall not require the School to defend, indemnify or hold harmless the ESP. The ESP agreement shall contain insurance and indemnification provisions outlining the coverage the ESP will obtain.
5. The ESP agreement shall describe the specific services for which the ESP is responsible and shall clearly delineate the respective roles and responsibilities of the ESP and the School in the management and operation of the School, including development, approval, and oversight of the School's budget; development, approval, and oversight of the School's curriculum; and oversight of the ESP's services.

6. The ESP agreement shall expressly provide that the School retains, at all times, ultimate responsibility for the School's budget and curriculum.
7. The ESP agreement shall include procedures by which the ESP will be accountable to the School including expressly addressing how the School will evaluate and hold the ESP accountable in relation to the Performance Frameworks (Exhibit B).
8. The ESP agreement shall be terminable by the School in accordance with its established termination procedures.
 - a) Upon default by the ESP, including without limitation any act or omission of the ESP that causes a default under the Charter Contract or that causes the School to be in material violation of applicable law; or
 - b) For other good cause as agreed by the School and the ESP.
9. The ESP agreement shall provide that the financial, educational, and student records pertaining to the School are School property and that such records are subject to the provisions of the Uniform Information Practices Act (Chapter 92F, HRS). All School records shall be physically or electronically available, upon request, at the School's physical facilities. Except as permitted under this Contract and applicable law, no ESP agreement shall restrict access to the School's records by the Commission, the DOE, the Office of the Auditor, or other authorized party in compliance with Section 14.3 of the Charter Contract.
10. The ESP agreement shall require that the ESP furnish the School with all information deemed necessary by the School or the Commission for the proper completion of the budget, quarterly reports, or financial audits required under the Charter Contract.
11. The ESP agreement shall provide that all financial reports provided or prepared by the ESP shall be presented in the format prescribed by the Commission.
12. The ESP agreement shall provide that all employees or contractors of the ESP who work in close proximity with students of the School shall be subject to criminal background check requirements in accordance with Section 12.7 of the Charter Contract.
13. The ESP agreement shall contain provisions requiring compliance with all requirements, terms, and conditions established by any federal or State funding source.
14. The ESP agreement shall provide that the School retains responsibility for selecting and hiring the auditor for the independent annual audit required by the Charter Contract.
15. If an ESP purchases equipment, materials, and supplies using public funds on behalf of or as the agent of the School, the ESP agreement shall provide that such equipment, materials, and supplies shall be and remain the property of the School.
16. The ESP agreement shall contain a provision that clearly allocates the respective proprietary rights of the School governing board and the ESP to curriculum or educational materials. At a minimum, the ESP agreement shall provide that the School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the School; or (ii) were

developed by the ESP at the direction of the School governing board with School funds dedicated for the specific purpose of developing such curriculum or materials. The ESP agreement may also include a provision that restricts the School's proprietary rights over curriculum or educational materials that are developed by the ESP from School funds or that are not otherwise dedicated for the specific purpose of developing School curriculum or educational materials. The ESP agreement shall recognize that the ESP's educational materials and teaching techniques used by the School are subject to state disclosure laws and the Uniform Information Practices Act.

17. If the School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements shall be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements shall comply with Chapter 37D, HRS, if applicable, and shall be consistent with the School's authority to terminate the ESP agreement and continue operation of the School.
18. The ESP agreement shall provide that Hawaii law governs any legal proceeding arising out of a dispute between the School and the ESP.

Exhibit D: Intervention Protocol

EXHIBIT D

INTERVENTION PROTOCOL

In accordance with Section 302D-17, HRS, this Intervention Protocol 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 this Charter Contract and consistent with nationally recognized principles and standards for quality authorizing. It enables the Commission to take timely and appropriate action to notify the School about performance and/or compliance concerns and provide the School a reasonable opportunity to remedy such problems.

NOTICE OF CONCERN PROTOCOLS

1. Upon finding that the School has failed to meet legal or contractual compliance obligations (including any goals, objectives, or outcomes set in the performance frameworks), the Commission may issue a Notice of Concern, pursuant to Section 2.10 Notices of this Charter Contract.

2. Upon receiving a Notice of Concern, the School's Governing Board will be required to provide a written response to the Commission within fourteen calendar days and the response must include at least one of the following:
 - i. a description of the remedy of the compliance breach, if the breach has been completely remedied, including evidence of such remedy;
 - ii. a written notification disputing the determination that a compliance breach has occurred with accompanying evidence in support of that assertion;
 - iii. a Corrective Action Plan designed to remedy the compliance breach that includes timelines and persons responsible for each action within the plan. If the submitted Corrective Action Plan is not mutually agreeable to both the School and the Commission staff, the matter will be brought to the Commission at a General Business Meeting.

3. If the School disputes the Notice of Concern, the Commission will consider the matter at a General Business Meeting and retract, modify, or uphold the Notice of Concern.

4. The Commission shall be updated on the issuance, remedy, and progress towards implementation of Corrective Action Plans in the Executive Director's Report during General Business Meetings.

ESCALATION OF NOTICES OF CONCERN

If the School fails to respond or make progress towards correcting the breach in the time as stated in the Corrective Action Plan, repeatedly fails to comply with applicable law or Contract provision(s), or when the breach presents an immediate concern for student or employee health and safety, the Commission may take any or all of the following actions:

1. Issue a Notice of Deficiency which may include prescriptive, specific action plans and conditions for the School; or
2. Issue a Notification of Warning which initiates revocation proceedings in accordance with Chapter 302D, HRS, and applicable administrative rules.

In accordance with Section 302D-17(c), HRS, this Intervention Protocol shall not apply in any circumstance in which the Commission determines that a problem or deficiency warrants revocation, in which case Chapter 302D, HRS, and the established rules, procedures and protocols for revocation shall apply.

Exhibit E: Renewal, Non-renewal, and Revocation

EXHIBIT E

RENEWAL AND NON-RENEWAL CRITERIA AND PROCESS

The School will begin the process for renewal or non-renewal in the fall of the final year of the contract. Soon after academic results are released for the previous school year, typically in September or October, the School will receive a Final Performance Report for each year of the contract. The Final Performance Report shall summarize the School's performance record to date as well as the due process afforded to the School through the administrative rules¹. Each school will have 30 days from the time of receipt of the Final Performance Report to complete the renewal application and respond to the Final Performance Report.

PROCESS FOR SCHOOLS THAT DID NOT RECEIVE A NOTICE OF DEFICIENCY DURING THE CONTRACT PERIOD

If the School did not receive a Notice of Deficiency during the contract period will submit a renewal application for a five-year contract after receiving the Final Performance Report. The School may also request a hearing pursuant to Sections 8-505-12(b)(2) or 8-505-16(3), HAR.

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

¹ The processes and procedures pertaining to renewal or nonrenewal of a charter contract are found in Sections 8-505-10 through 8-505-13, HAR.

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.

Exhibit 2

FY 2021-2022 Charter School Enrollment Report

Public Charter School	Org ID	Projected Enrollment as of May 15th	DOE OEC- Sept 1	October 15 Enrollment Count
Waialae	149	489	434	431
Kamaile	275	953	919	919
Ka`ohao ("Lanikai")	320	332	323	320
Laupahoehoe	377	330	333	322
Waimea Middle	394	230	211	204
Connections	396	360	366	362
Kanu o ka Aina	397	625	519	588
Na Wai Ola	398	150	133	117
WHEA	399	275	276	272
Kualapu'u	411	349	346	341
KANAKA	466	44	45	45
Halau Ku Mana	540	150	120	124
Voyager	541	300	284	288
University Lab School	543	450	449	447
Myron B. Thompson	544	584	542	514
Ka Waihona	545	775	632	603
Hakipu'u	546	62	61	56
Kamakau	547	148	125	128
Innovations	548	241	241	240
Ke Ana La'ahana	549	53	41	39
Malama Honua	550	180	173	170
Hawaii Tech Academy	551	1375	1363	1327
Kamalani	553	263	166	335
Kihei	554	771	723	731
Kapolei	555	199	161	162
Ke Kula Ni`ihau	556	60	55	53
Kua o Ka La	557	187	148	152
Alakai	558	180	172	194
Volcano	560	285	266	266
HAAS	561	721	706	732
Ka Umeke	562	210	240	236
Ke Kula 'o Nawahi	563	480	464	452
Kanuikapono	564	238	226	225
Kawaikini	565	173	155	152
Kona Pacific	566	244	210	217
SEEQS	567	180	182	178
DreamHouse Ewa Beach	568	300	287	292
Total		12,946	12,097	12,234

Exhibit 3

10.21.2021 Memo from B&F Director to Legislature

DAVID Y. IGE
GOVERNOR



CRAIG K. HIRAI
DIRECTOR

GLORIA CHANG
DEPUTY DIRECTOR

EMPLOYEES' RETIREMENT SYSTEM
HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND
OFFICE OF THE PUBLIC DEFENDER

STATE OF HAWAII'
DEPARTMENT OF BUDGET AND FINANCE
P.O. BOX 150
HONOLULU, HAWAII' 96810-0150

ADMINISTRATIVE AND RESEARCH OFFICE
BUDGET, PROGRAM PLANNING AND
MANAGEMENT DIVISION
FINANCIAL ADMINISTRATION DIVISION
OFFICE OF FEDERAL AWARDS MANAGEMENT (OFAM)

October 21, 2021

The Honorable Ronald D. Kouchi
President of the Senate
Thirty-First State Legislature
State Capitol, Room 409
Honolulu, Hawaii' 96813

The Honorable Scott K. Saiki
Speaker of the House of Representatives
Thirty-First State Legislature
State Capitol, Room 431
Honolulu, Hawaii' 96813

Dear Senate President Kouchi and Speaker Saiki:

For your information, the State Public Charter School Commission (SPCSC) has informed the Department of Education (DOE) and the Department of Budget and Finance (B&F) of an issue with an enrollment count discrepancy with one of the charter schools. The discrepancy is being investigated by SPCSC; however, the issue is not expected to be resolved before November 1, 2021. As such, B&F will be unable to meet the November 1 statutory deadline pursuant to Act 130, SLH 2012 (Chapter 302D-28, HRS), and Section 88 of Act 88, SLH 2021, which "trues up" non facility per-pupil general fund amounts allocated for DOE and charter school students based on actual student enrollments for school year 2021-2022.

Upon completion of the investigation by SPCSC and verification of the enrollment count, B&F will report the calculations and transfers made to ensure that non-facility per-pupil general fund amounts allocated for DOE and charter school students are based on actual school year 2021-2022 enrollments.

Should there be any questions, please have your staff contact Mr. Neal Miyahira, Administrator of this department's Budget, Program Planning and Management Division, at 586-1530.

Aloha,

A handwritten signature in black ink, appearing to read "Craig K. Hirai".

CRAIG K. HIRAI
Director of Finance

c: Honorable John M. Mizuno
Honorable Michelle N. Kidani

Exhibit 4

Notice of Concern to Kamalani Academy

DAVID Y. IGE
GOVERNOR

JOHN S.S. KIM
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) 586-377

October 28, 2021

VIA EMAIL: kuuipo.laumatia@kamalaniacademy.org

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

RE: NOC #2021.10.O.20 Admission, Enrollment, and Unauthorized Virtual Learning Program

Aloha Chair Murray:

This letter serves as a Notice of Concern, (“NOC”), as described in the Intervention Protocol, Exhibit D, of your State Public Charter School Contract effective July 1, 2017. Under HRS §302D-17, the Commission has the duty of ongoing oversight and corrective actions and shall continually monitor the performance and legal compliance of the public charter schools it oversees, including collecting and analyzing data to support ongoing evaluation according to the charter contract. The Commission has the authority to conduct or require oversight activities that enable the Commission to fulfill its responsibilities under this chapter, including conducting appropriate inquiries and investigations, so long as those activities are consistent with the intent of HRS Chapter 302D and adheres to the terms of the charter contract.

Should the Commission find that a public charter school’s performance or legal compliance appears to be unsatisfactory, the Commission shall promptly notify the public charter school of the perceived problem. The Commission has the authority to take appropriate corrective actions or exercise sanctions short of revocation in response to apparent deficiencies in public charter school or legal compliance. Under HRS §302D-17, such actions or sanctions may include, if warranted:

- (1) Requiring a school to develop and execute a corrective action plan within a specified time frame; and
- (2) Reconstituting the governing board of the charter school; provided that the following conditions are met:
 - (A) Reconstitution occurs only under exigent circumstances, including the following:
 - (i) Unlawful or unethical conduct by governing board members;
 - (ii) Unlawful or unethical conduct by the charter school's personnel that raises serious doubts about the governing board's ability to fulfill its statutory, contractual, or fiduciary responsibilities; and
 - (iii) Other circumstances that raise serious doubts about the governing board's ability to fulfill its statutory, contractual, or fiduciary responsibilities;
 - (B) The authorizer shall replace up to, but no more than, the number of governing board members necessary so that the newly appointed members constitute a voting majority in accordance with the governing board's by-laws; except that the authorizer may replace the entire governing board if the alternative is the initiation of revocation of the charter school's charter contract and the governing board opts instead for reconstitution; and
 - (C) Reconstitution occurs in accordance with processes set forth by the authorizer that provide the charter school's personnel and parents with timely notification of the prospect of reconstitution.

Issue of Concern

Charter schools are required to comply with the Charter Contract, including all attachments and exhibits, all relevant laws and regulations at all times. As such, your current Charter Contract requires the following:

Section 4.2 Material Elements of Educational Program

The material elements of the School's Educational Program, including but not limited to the School's mission and vision statements, are as set forth in Exhibit A to this Charter Contract. The School shall, at all times, operate in a manner consistent with its Educational Program as defined in Exhibit A. Revisions to any of the elements in Exhibit A (such as establishing, creating, or expanding a virtual or blended learning programs or expanding or eliminating a division) shall be considered a material change to the Charter Contract and shall require prior

written approval by the Commission. Where appropriate, this approval shall be informed by an analysis of the School's performance on the Performance Frameworks under Section 5.1 of this Charter Contract particularly to the extent that such changes are intended to improve educational outcomes.

Section 7.3 Admissions

The School shall comply with its admission policies and procedures as approved by the Commission. If the number of applicants exceeds the School's capacity of a program, class, grade level, or building, the School shall select students to enroll using a public lottery that shall be publicly noticed; provided that if the School is a conversion charter school serving as the home school for the DOE district, then the School shall follow Section 302D-34(c), HRS. These policies and procedures shall be readily accessible from the School's website, as described in Section 8.9 of this Charter Contract.

Our concern is that your school has failed to comply with the terms and conditions of the Charter Contract for the following:

- **Students are enrolled in an unauthorized Virtual Learning Program for SY 2021-2022:** Enrolling students in a Virtual Learning Program not approved by the Commission. Exhibit "A": Educational Program of Kamalani Academy's charter contract does not indicate a Commission approved Virtual Learning Program. The Commission has been made aware that for the current school year of 2021-2022, Kamalani Academy has enrolled students in grades Kindergarten to 8th grade (K-8) in a virtual learning program. The enrollment of students in grades K-8 in a virtual learning program is not consistent with the enrollment allowed by your charter contract.

Response Process

As specified by the Intervention Protocol found in Exhibit D of your 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. Attached please find the **SPCSC RESPONSE TO NOTICE OF CONCERN FORM**.

In addition to the written response, one of the following must be included:

- A description of the remedy of the compliance breach, if the breach has been completely remedied, including evidence of such remedy. Submit a response using the **SPCSC RESPONSE TO NOTICE OF CONCERN FORM** by the deadline;
- A written notification disputing the determination that a compliance breach has occurred with accompanying evidence support of that assertion; or

- The **SPCSC CORRECTIVE ACTION PLAN FORM**, attached for your convenience, describing how the School will remedy the compliance breach that includes timelines and persons responsible for each action within the plan.

Additional Requested Documentation:

A review of Kamalani Academy’s student enrollment counts for the Department of Education’s August official DOE enrollment count and the Charter Schools Official Enrollment count on October 15, 2021, has shown a significant enrollment irregularity that has major ramifications on the calculations affecting funding for all charter schools and the Department of Education. Until this irregularity can be investigated and resolved, the Department of Budget and Finance cannot complete the calculations of the final per-pupil funds to be transferred between charter schools and the DOE by their November 1st statutory deadline.

While your school Director has represented publicly in your September and October Governing Board meetings that your school has a Virtual Learning Program, and to determine the validity of your school’s claim of a Commission authorized Virtual Learning Program and the resulting applicability of per pupil funds for the students enrolled in the virtual learning program, provide the following information:

- Copies of Governing Board agendas and minutes from July 2021 up to and including the most recent (October 2021);
- Complete the requested information in the Kamalani Enrollment Documentation Form **(please download form from Share File)**;
- Copies of all applications, admission, and enrollment documents from August 16, 2021 up to and including October 15, 2021 for students listed on the Kamalani Enrollment Documentation Form **(please download form from Share File)**;
- A copy of Kamalani Academy’s Admission Policy and Procedures approved by the Commission;
- A description or documentation of Kamalani Academy’s internal process and procedures following the receipt of a completed student admission and enrollment;
- Documentation supporting a Commission approved Virtual Learning Program for Kamalani Academy; or Documentation supporting a Distance Learning Program following the requirements as adopted on May 13, 2021 at the Commission’s General Business Meeting;
- Complete the “Virtual and/or Blended Learning Requirements Form” as outlined in the Commission approved Hawai’i State Public Charter School Commission Online Virtual and Blended Learning Guidelines **(please download form from Share File)**;

- A list of teachers, including names and licensure information, for Kamalani's Virtual Learning Program; and
- Copy of any agreements entered into with Harmony Educational Services.

Due to FERPA requirements, documentation containing student records and other requested information will be provided through Share File (the secure online application used by the Commission to receive and provide any sensitive and/or confidential information). An email containing the information on how to access Share File will be sent to the school director, Amanda Langston Fung, as designated point of contact (via email: amanda.langston@kamalaniacademy.org). The documentation requested above is due on or before 4:30 PM on November 11, 2021 (14 calendar days from the date of this Notice of Concern). Because of the exigent circumstances and time sensitivity surrounding this issue, a special Commission meeting is scheduled for November 12, 2021 to determine the enrollment count for Kamalani based on evidence and documentation provided to the Commission of Kamalani's claim of an authorized Virtual Program and proper admission and enrollment of the students Kamalani is claiming in their October 15, 2021 count.

Should Kamalani Academy fail to produce the documentation by the November 11, 2021 deadline, the Commission will make a determination based on the information it has available at a special Commission meeting tentatively scheduled for November 12, 2021.

Please submit the requested documentation to frameworks.compliance@spcsc.hawaii.gov by **4:30 p.m. on November 11, 2021.**

Thank you for your attention to this matter.

Mahalo,



Yvonne Lau
Interim Executive Director

c: Amanda Langston Fung, School Director, Kamalani Academy (via email: amanda.langston@kamalaniacademy.org)

SPCSC RESPONSE TO NOTICE OF CONCERN FORM

School Name	NOC #	NOC Due Date
Kamalani Academy	NOC #2021.10.O.20	November 11, 2021

Select one of the following OPTIONS:

<input type="checkbox"/> Option 1: The issue of concern is completely remedied and no further action is needed.		
A description of the remedy (e.g., school staff uploaded the required documents to Epicenter) including evidence of such remedy	Evidence of Action Taken-attach documents if applicable	Date Remedied

<input type="checkbox"/> Option 2: The issue of concern is <u>not</u> completely remedied by the deadline, and a corrective action plan is attached.
<input type="checkbox"/> Completed Corrective Action Plan Form is attached

<input type="checkbox"/> Option 3: The school governing board would like to dispute the issue of concern before the Commission.		
A description of the basis for dispute	Evidence and supporting documentation (attach documents)	Additional Comments

On behalf of Kamalani Academy, I, Ku'uipo Murray, the school's governing board chair, hereby affirm the above option selected and the following:

I am aware that the issue of concern will be escalated to the Commission for consideration at a general business meeting if the school governing board fails to do any of the following:

- Respond to the Notice by the deadline using one of the options listed above.
- Submit a corrective action plan that is mutually agreeable to both the school governing board and Commission staff.
- Make progress toward remedying the issue of concern according to the accepted corrective action plan.

I also understand that the Executive Director's Report to the Commission during general business meetings shall include updates on issued Notices of Concern, remedies, and implementation of approved corrective action plans.

Signature
*Governing Board Chair
Kamalani Academy*

Date

SPCSC General Corrective Action Plan Form

Only to be completed if Option 2 was selected on the NOC Response Form

General Information	
School Name:	
Date:	
Contact Person (GB Chair or Principal):	
Contact's Email Address:	
Contact's Phone Number:	
Subject	
<input type="checkbox"/> Fire inspection <input type="checkbox"/> Facilities <input type="checkbox"/> Financial <input type="checkbox"/> Governance <input type="checkbox"/> School Administration/Operation <input type="checkbox"/> Academics	
<input type="checkbox"/> Other: Describe other subject	

Approach to Compliance					
Describe Issue to be Addressed (list each issue separately)	Plans or Implementation Schedule to Remedy and Address Issue (detail each step to be taken)	Person(s) Responsible	Start Date	Target Date Issue will be Remedied	Additional Comments
1) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.
2) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.
3) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.

4) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.
5) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.
6) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.
7) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.
8) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.
9) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.
10) Describe issue	List each step	First Name, Last Name	Start date.	End date.	Comments.

Reviewed and Approved by Governing Board Chair

GB Chair Signature: _____ Date : _____

Corrective Action Plan Proposed by School Director/Principal

School Director/Principal Signature: _____ Date: _____

Exhibit 5

NOC Response Form and Attachment

SPCSC RESPONSE TO NOTICE OF CONCERN FORM

School Name	NOC #	NOC Due Date
Kamalani Academy	NOC #2021.10.O.20	November 11, 2021

Select one of the following OPTIONS:

<input type="checkbox"/> Option 1: The issue of concern is completely remedied and no further action is needed.		
A description of the remedy (e.g., school staff uploaded the required documents to Epicenter) including evidence of such remedy	Evidence of Action Taken- attach documents if applicable	Date Remedied

<input type="checkbox"/> Option 2: The issue of concern is <u>not</u> completely remedied by the deadline, and a corrective action plan is attached.		
<input type="checkbox"/> Completed Corrective Action Plan Form is attached		

<input checked="" type="checkbox"/> Option 3: The school governing board would like to dispute the issue of concern before the Commission.		
A description of the basis for dispute	Evidence and supporting documentation (attach documents)	Additional Comments
See attached letter	See attached	See attached

On behalf of Kamalani Academy, I, Ku'uipo Murray, the school's governing board chair, hereby affirm the above option selected and the following:

I am aware that the issue of concern will be escalated to the Commission for consideration at a general business meeting if the school governing board fails to do any of the following:

- Respond to the Notice by the deadline using one of the options listed above.
- Submit a corrective action plan that is mutually agreeable to both the school governing board and Commission staff.
- Make progress toward remedying the issue of concern according to the accepted corrective action plan.

I also understand that the Executive Director's Report to the Commission during general business meetings shall include updates on issued Notices of Concern, remedies, and implementation of approved corrective action plans.



Signature
Governing Board Chair
Kamalani Academy

11/11/21

Date



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

November 11, 2021

VIA E-MAIL: commission.mail@spcsc.hawaii.gov; frameworks.compliance@spcsc.hawaii.gov

Re: NOC # 2021.101.O.20 Response from Kamalani Academy

Dear Honorable Commissioners:

A. OFFICIAL RESPONSE AS REQUIRED BY PROCESS OUTLINED IN KAMALANI ACADEMY CHARTER CONTRACT, EXHIBIT D, INTERVENTION PROTOCOL

On behalf of Kamalani Academy, we are responding to the NOC #2021.10.O.20 (the “NOC”) that we received from Yvonne Lau, Interim Executive Director of the Hawaii State Public Charter School Commission (“Commission”) dated October 28, 2021 in what we believe is at most a misunderstanding and miscommunication of sorts that should be easily cleared up and so as such we are formally providing this written response as is required, and Kamalani Academy is disputing the determination that there has been a compliance breach that has occurred because Kamalani Academy asserts and relies on the Commission’s action taken on May 13, 2021 by the Commission at it’s general business meeting whereby the Commission unanimously approved “the temporary extension for school year 2021-22” allowing “the temporary authorization for all 37 public charter schools to provide distance, virtual, or other alternative mode of instruction or education”.¹

¹ **Minutes of the May 13, 2021 General Business Meeting of the State Public Charter School Commission, Agenda Item IX, B. (approved unanimously):**

“B. Action on Temporary Authorization for all Hawaii Public Charter Schools to Provide Distance, Virtual, or Other Alternative Means of Education in Response to the Coronavirus (COVID-19) Threat adopted by the State Public Charter School Commission on March 27, 2020 and extended on June 25, 2020

...

Commission Chair Kim reiterated the motion on the floor. **Motion to approve the temporary extension for school year 2021-22 and include that:**

- 1. the temporary authorization for all 37 public charter schools to provide distance, virtual, or other alternative mode of instruction or education in line with the Hawaii Department of Health guidelines as delineated for their individual counties where they operate for the 2021-2022 school year.**
2. schools with existing virtual or blended programs, shall abide by their contractual limits as to the enrollment of students into their virtual or blended programs as stated in their current charter contract.
3. all 37 public charter schools must also continue to meet the requirements for equity and access for all public school students, as well as for the provision of a free and appropriate public education for special education students as delineated by the Hawaii Department of Education through the end of the 2021- 2022 school year.

As indicated in the NOC, as authored by Interim Executive Director Yvonne Lau, the NOC states that our school allegedly “failed to comply with the terms and conditions of the Charter Contract for the following:

- **Students are enrolled in an unauthorized Virtual Learning Program for SY 2021-2022:** Enrolling students in a Virtual Learning Program not approved by the Commission. Exhibit “A”: Educational Program of Kamalani Academy’s charter contract does not indicate a Commission approved Virtual Learning Program. The Commission has been made aware that for the current school year of 2021-2022, Kamalani Academy has enrolled students in grades Kindergarten to 8th grade (K-8) in a virtual learning program. The enrollment of students in grades K-8 in a virtual learning program is not consistent with the enrollment allowed by your charter contract.”

However, as indicated in Footnote 1 herein, which contains the minutes of the May 13, 2021, general business meeting by the Commission, Kamalani Academy was under the impression that it had the express authority to enroll students in an education program with a virtual learning component since the motion granting all 37 charter schools in Hawaii the temporary extension and authorization to do so was unanimously passed by the Commission without any nay votes.

Perhaps, at most, Kamalani Academy did not provide sufficient information or satisfactory information to the Commission for the 2021-22 school year regarding Kamalani Academy’s reopening plan, but it has certainly not violated the charge in this NOC that Kamalani Academy was not authorized to enroll students in a virtual learning program for the 2021-22 school year because the Commission at its May 13, 2021 general business meeting expressly authorized and granted all 37 charter schools the ability to have such virtual learning programs through the 2022 school year.

To reiterate, Kamalani Academy had express authority to allow students to enroll in a virtual learning program for the 2021-22 school year as granted by the Commission by its action taken on May 13, 2021 at its general business meeting when the action item contemplating a motion allowing such programs to exist for all charters schools passed unanimously and the record reflects that and Agenda Item IX, B provides evidence of this. It is also reasonable for the Commission to expect that pursuant to its action of passing that item that all 37 charter schools, and Kamalani Academy specifically, would rely on the action taken that day in preparing for the 2021-22 school year with a virtual learning component and communicating that to potential students contemplating enrolling in the charter school.

B. RESPONSE TO ADDITIONAL REQUESTED DOCUMENTATION

Kamalani Academy’s response above is what is required by its Charter Contract. The additional requested documentation by Yvonne Lau is an unauthorized overreach and what Kamalani Academy has determined to be a violation of FERPA and privacy concerns. In an abundance of caution, we are not going to be providing this information at this time and Kamalani Academy is awaiting a response from the Hawaii State Attorney General’s office and the deputy attorney general assigned to represent Kamalani Academy, but as of this

4. each of its thirty-seven (37) public charter schools shall provide a copy of its 2021-2022 reopening plan to the Commission, no later than two (2) weeks prior to the start of their 2021-2022 school year.

5. their plan shall include at a minimum: (1) for those public charter school’s whose charter contract authorizes the provision of in person learning (brick and mortar schools), a description of the school’s efforts to provide for safe in-person learning in alignment with the Department of Health guidelines (2) a description of the instructional delivery model or models they will be utilizing during the 2021-2022 school year, should their individual county restrict their learning model to a blended learning or full distance learning model; (3) a brief outline of how they plan to assess student progress under each of those circumstances; (4) the steps that their public charter school will be taking to ensure the health and safety of their students and employees; and (5) a copy of the Governing Board agenda and minutes that show this plan was presented in open public session at a school Governing Board meeting (Cleary/D’Olier). **The motion passed unanimously.”**

moment in time it has not heard back from its attorney regarding this matter and being that the due date for the response to the NOC is on a federal, state and local holiday (Veterans' Day), Kamalani Academy does not expect to hear back before the 4:30 PM deadline on Veterans' Day 2021, so it is preserving its right to deem the response complete pursuant to the requirements of the Charter Contract and upon hearing back and receiving legal guidance will provide information that is necessary but not violative of privacy and FERPA concerns.

To the extent that Kamalani Academy can provide additional requested documentation that is not violative of FERPA concerns it will do so and send any such documents in along with this official response. To reiterate, Kamalani Academy hereby preserves its rights to find that this is a complete and full response given the issues and concerns regarding additional documentation requested by Yvonne Lau that is not actually required pursuant to Exhibit D of the Charter Contract, which is the controlling document in this NOC.

In conclusion, Kamalani Academy appreciates the opportunity to respond to the NOC and clear up any miscommunication regarding its virtual learning program for the 2021-22 school year and will avail itself for the opportunity to discuss this at a public meeting whereby commissioners would have the opportunity to ask any questions directly to Kamalani Academy and its officials. Kamalani Academy still stands by its assertion that the NOC is unsubstantiated and unjustified but understands how it could be a misunderstanding or miscommunication and is happy to discuss at any time.

Should you have any questions, please feel free to reach out to either Amanda Langston Fung, School Director of Kamalani Academy or Ku'uipo Murray, Board Chair for Kamalani Academy.

Mahalo for your time,

/s/ Amanda Langston Fung

Amanda Langston Fung
School Director
Kamalani Academy

/s/ Ku'uipo Murray

Ku'uipo Murray
Board Chair
Kamalani Academy

Exhibit 6

09.24.2021 Email Chain to GB Chair and Vice Chair follow up on Per Kamalani Enrollment



Yvonne Lau <yvonne.lau@spcsc.hawaii.gov>

Fwd: Follow On Per Kamalani Enrollment

1 message

Pua Kaai <pua.kaai@spcsc.hawaii.gov>

Fri, Sep 24, 2021 at 9:32 AM

To: Kalani Fronda <kalani.frona@kamalaniacademy.org>

Cc: Yvonne Lau <Yvonne.Lau@spcsc.hawaii.gov>, PJ Foehr <pj.foehr@spcsc.hawaii.gov>, Danny Vasconcellos <Danny.Vasconcellos@spcsc.hawaii.gov>

Aloha e Kalani,
Hope your 'ohana is well. Please always take good care.

I am touching back with you about this issue. Might you let me know where you are at per Steve's email response below?

Mahalo nui!
Pua

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

From: **Steve Davidson** <Steve.Davidson@kamalaniacademy.org>

Date: Wed, Sep 15, 2021 at 11:57 AM

Subject: Re: Follow On Per Kamalani Enrollment

To: Yvonne Lau <yvonne.lau@spcsc.hawaii.gov>

Cc: Pua Kaai <pua.kaai@spcsc.hawaii.gov>, Amanda Langston <Amanda.Langston@kamalaniacademy.org>, PJ Foehr <pj.foehr@spcsc.hawaii.gov>, Danny Vasconcellos <Danny.Vasconcellos@spcsc.hawaii.gov>

Yes, Kalani Fronda will be contacting Amanda shortly.

Steve Davidson, Ed.D.

Governing Board Chair

Kamalani Academy

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A Leader in Me School

The
Leader in Me™

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From: Yvonne Lau <yvonne.lau@spcsc.hawaii.gov>
Date: Wednesday, September 15, 2021 at 9:12 AM
To: Steve Davidson <Steve.Davidson@kamalaniacademy.org>
Cc: Pua Kaai <pua.kaai@spcsc.hawaii.gov>, Amanda Langston <Amanda.Langston@kamalaniacademy.org>, PJ Foehr <pj.foehr@spcsc.hawaii.gov>, Danny Vasconcellos <Danny.Vasconcellos@spcsc.hawaii.gov>
Subject: Re: Follow On Per Kamalani Enrollment

Hi Steve:

May you ask your Vice-Chair to assist you in your absence? This is a matter that the Governing Board should be addressing and in your absence your Vice-Chair would be the appropriate respondent.

Have a safe trip, unfortunately the business of running public schools don't stop,

thanks!

Yvonne W.M. Lau

Interim Executive Director

Hawaii State Public Charter School Commission

[1164 Bishop Street, Suite 1100](#)

[Honolulu, Hawaii 96813](#)

Phone: 808.586.3777 Fax: 808.586.3776

Email: yvonne.lau@spcsc.hawaii.gov Website: <http://chartercommission.hawaii.gov>

On Wed, Sep 15, 2021 at 9:03 AM Steve Davidson <Steve.Davidson@kamalaniacademy.org> wrote:

Pua,

I am forwarding your questions to Amanda, for two reasons.

First, I am preparing right now to leave for a 3-week overseas trip and will not have the time to gather the information you have requested.

Second, Amanda has handled the development of this virtual solution for

families who are seeking same during the pandemic. She will be in a better position to respond to your request.

I will do my best, while traveling, to monitor the correspondence between you.

I hope this is acceptable to you.

Steve

Steve Davidson, Ed.D.

Governing Board Chair

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From: Pua Kaai <pua.kaai@spcsc.hawaii.gov>

Date: Tuesday, September 14, 2021 at 11:08 AM

To: Steve Davidson <Steve.Davidson@kamalaniacademy.org>

Cc: Yvonne Lau <Yvonne.Lau@spcsc.hawaii.gov>, PJ Foehr <pj.foehr@spcsc.hawaii.gov>, Danny Vasconcellos <Danny.Vasconcellos@spcsc.hawaii.gov>

Subject: Follow On Per Kamalani Enrollment

Aloha e Steve,

My hope is this email finds you and your family very well.

I wanted to follow on to our conversation on 9/9, post-Board meeting, with you and Principal Langston Fung

regarding the enrollment numbers as reported by Chris Helvey and Amanda in their respective reports.

In the 9/9 Board meeting it was reported that there are presently 166 in your blended program and 191 in a virtual program. My follow on query is focused on the reported 191 virtual students. Might you be able to help me with some expanded clarification around the following questions?

- LDS (DOE Longitudinal Data System) presently shows 164 enrollment for Kamalani.
 - *When were these additional 191 virtual students enrolled?*
 - *Where are these 191 virtual students coming from?*

I am assuming the published enrollment process for your school was followed for these 191 students.

As I mentioned in our post-Board meeting conversation, this will help me to have clarity and communicate accurately.

Mahalo nui for the time you will take to help me.

Be well,

Pua

--

Dr. Puanani Mills Ka'ai

School Improvement Specialist

Hawaii State Public Charter School Commission

[1164 Bishop Street, Suite 1100](#)

[Honolulu, HI 96813](#)

Email: pua.kaai@spcsc.hawaii.gov

Website: www.chartercommission.hawaii.gov

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--

Dr. Puanani Mills Ka'ai
School Improvement Specialist
Hawaii State Public Charter School Commission
[1164 Bishop Street, Suite 1100](#)
[Honolulu, HI 96813](#)
Email: pua.kaai@spcsc.hawaii.gov
Website: www.chartercommission.hawaii.gov

Exhibit 7

Kamalani Narrative Proposal - February 12, 2016



Kamalani Academy (KA)

Narrative Proposal

February 12, 2016

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I. School Overview

A. Executive Summary

1. **Mission.** A mission describes the fundamental purpose of the school. The proposed school’s mission statement should:
 - a. Describe the core school design components, what the proposed school will accomplish in concrete terms, and what methods it will use;
 - b. Be attainable and consistent with high academic standards;
 - c. Reflect the key values that teachers, administrators, and students know and support;
 - d. Be concise and clearly describe the proposed school’s purpose for the entire school community, external stakeholders, and individuals who may not be familiar with the proposed school; and
 - e. Be able to operationalize and guide the work and school culture.

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.”

2. **Vision.** The vision statement describes the proposed school’s highest priorities and long-term goals, identifying what will be accomplished when the school is successful in executing its mission over the long term. The vision statement should explain what success looks like in terms of students’ life outcomes and the impact on the community and society. A vision statement is a broad, powerful goal whose scope is bigger than daily activities and should indicate the school’s valued measures of success.

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

Because of the ever-increasing speed of change in the world, no one can predict what the future will hold. To succeed in such an uncertain future, today’s students will need to develop skills such as goal setting, collaboration, flexibility, self-confidence, communication, leadership of others and of self, and creativity. It is the Vision of KA that the students who attend our school will acquire such essential life skills.

3. **Geographic Location.** Briefly describe the geographic location and, if known, the address of the facility the proposed school plans to use.

It is planned that KA will be located within the facility previously occupied by Our Lady of Sorrows School, 1403-A California Avenue, Wahiawa, HI 96786.

4. **Anticipated Student Population.** Briefly describe the anticipated student population, including, the geographic area(s) that the proposed school plans to serve, students’

anticipated educational needs, and the non-academic challenges the proposed school is likely to encounter.

KA expects its student population to be representative of the surrounding community. To determine an anticipated student population, KA obtained enrollment information from the following schools: Wahiawa, Iliahi, Kaala, Wheeler, Hale Kula, Helemano and Solomon Elementary Schools and Wahiawa and Wheeler Middle Schools. All of the schools are within a three mile radius with the exception of Solomon Elementary. The student population is as follows: 640 students, 64% free and reduced lunch, 7% ELL and 11% with disabilities. KA anticipates a student population of 202 students in year 1, with subgroups representative of the identified demographics.

5. Community Engagement. Briefly describe how the applicant has assessed demand and/or solicited support for the proposed school. Include a description of any significant relationships or partnerships established to generate community engagement in and support for the proposed school.

KA has assessed demand for the school in several ways. KA has received the names of 80 children whose parents are interested in the KA alternative. We held several parent interest meetings in the community. Attendees expressed great enthusiasm for alternatives to the local public and private schools and for our arts integration curriculum. Members of the Board made presentations at several community meetings (i.e. a minister’s group, Rotary, Lion’s Club, and Neighborhood Board) and were strongly encouraged to proceed with the KA project. We had extensive meetings with area legislators who support our plan to establish a charter school in Wahiawa. See **Attachment Z** for evidence of KA’s community support. The most frequently cited reason for seeking an educational alternative is the poor academic performance of the local schools. The table below shows the academic performance of the schools in the KA area.

Site	Proximity	Level	ELA/Reading SBAC Results			Math SBAC Results			Science HCPS Results	
			3	4	5	3	4	5	4	
Elementary										
Hale Kula	2.75 mi.	K-5	38%	46%	45%	46%	47%	65%	52%	
Helemano	0.9 mi.	K-5	62%	67%	75%	67%	62%	70%	79%	
Iliahi	1.15 mi.	K-5	72%	52%	64%	79%	48%	43%	68%	
Ka`ala	1.45 mi.	K-5	33%	51%	45%	42%	54%	44%	61%	
Solomon	2.2 mi.	K-5	56%	49%	59%	61%	50%	41%	68%	
Wahiawa	0.2 mi.	K-5	32%	36%	49%	31%	28%	28%	28%	
Wheeler	1.85 mi.	K-5	50%	48%	53%	46%	38%	37%	48%	
Site	Proximity	Level	ELA/Reading SBAC Results			Math SBAC Results			Science HCPS Results	
			6	7	8	6	7	8		8
Middle										
Wahiawa	0.6 mi.	6-8	31%	32%	38%	25%	30%	37%		40%
Wheeler	1.8 mi.	6-8	53%	63%	55%	46%	50%	44%		55%

6. Contribution to Public Education System. Describe any anticipated contribution the proposed school would make to Hawaii’s public education system as a whole, including, if applicable, the Priority Needs identified in Section I.C of the RFP. If the proposed school would address either or both Priority Needs, provide an analysis, with relevant data, about that Priority Need and how the school would help address it. In addition to the Priority Needs, the examples of contributions to the public education system could include things like serving student demographic groups that the existing system has had challenges serving, meeting a particular curricular or instructional need or challenge in a way that has system-wide benefits, and forming partnerships or feeder-school relationships with existing public schools. Where the proposed school would model innovation in ways valuable to the system as a whole, describe any specific plans to disseminate the knowledge gained at the school to other public schools.

KA will make a contribution to the public schools with regard to the second priority need identified in Section I.C of the RFP, having to do with underperforming public schools. As the table provided in response to I.A.3 shows, many of the schools in the KA geographic area demonstrate poor academic performance. KA is committed, through its School Specific Measures (**Attachment X**) to improving academic performance. And, arts integration has been demonstrated to improve academic outcomes.

Cognitive studies draw relationships between academic success and artistic experience by suggesting skills practiced in an arts setting will transfer to other situations and content areas (for comprehensive literature reviews see Gullatt, 2008; and Burnaford, Brown, Dohery & McLaughlin, 2007). In North Carolina, an A+ elementary school dedicated to reform through school-wide arts integration demonstrated a marked improvement in test scores over a three-year period. For example, 2nd graders went from 45% passing scores to 71% in reading, from 68% passing scores to 84% in math, and from 25% passing score in science to 62% in science ("Re-investing in arts education; Winning America's future through creative schools," 2011). A scientific study in New Jersey compared middle school student achievement in language arts classrooms with robust theatre integration to those without (Walker, Tabone, & Weltsek, 2011). The authors discovered for both Math and Reading, “being in an arts-integrated classroom increased the odds of students passing the state assessment by 77%” (p. 370). In other words, having access to arts integrated instruction has a more powerful effect on student learning than either gender or socioeconomic background. What’s more, the authors discovered improved attendance rates as well as student abilities to sustain the benefits of arts integrated learning long after exposure to the arts integrated setting.

Similarly, Melnick, Witmer and Strickland (2011) used data from the Early Childhood Longitudinal study to compare proficiencies of fifth grade students nationwide that received arts instruction with those who did not. They discovered students who took arts lessons outperformed their peers who did not take arts lessons in reading and mathematics competencies concluding, “it is clear that student involvement in the arts has a positive relationship with higher student achievement at some level” (p. 161). In a synthesis of cognitive psychology, Rinne, Gregory, Yarmolinskaya, and Hardiman (2011) argue engagement in the arts has positive effects on long-term memory due to the effects of rehearsal, elaboration, generation, enactment, oral production, and effort after meaning, emotional arousal, and pictorial representation. In essence, the authors provide evidence of students retaining more content for longer when they are engaged in representing materials repetitively, naturally, and emotionally through the arts. While there are

many variables that help determine a student’s cognitive successes, and while test scores are only one measure of that success and may fluctuate given complex circumstances beyond a child’s school life, quantitative evidence consistently points to positive relationships between learning through the arts and cognitive performances.

Arts integration is still very new on Oahu. There is one very successful school on Maui and several schools on the Waianae coast beginning to use this approach. KA can contribute significantly to public education by introducing arts integration into the heart of Oahu. Educators from surrounding schools will be invited to participate in arts integration workshops at KA. KA has already developed a partnership with Dr. Jamie Simpson-Steele at the UH Institute for Teacher Education. This will permit UH students to student teach, to do internships, and to perform research at KA, where they will learn about arts integration first hand.

The Hawaii Arts Alliance provides arts education support and services to the public schools. KA, through its partnership with the Hawaii Arts Alliance, can contribute greatly to the development of arts education curricula that can benefit the entire DOE network of schools.

KA has begun discussions with DOE Specialists Gina Nakahara and Petra Schatz with an interest towards further enhancing arts integration in the public schools.

7. Reason for Conversion (Conversion applicants only). Explain the rationale for applying to convert to a charter school.
 - a. How will the charter school model lead to improved academic outcomes and non-academic operations?
 - b. Describe the stakeholder groups that were engaged in the conversion decision-making process, and explain their roles in the transition process.

Not applicable because the proposed school is not a conversion charter school.

8. Conversion Transition (Conversion applicants only). Explain if and how any programmatic elements of the school design will change or evolve with the transition to operation as a charter school, as opposed to the current school model.

Not applicable because the proposed school is not a conversion charter school.

B. Enrollment Summary

1. Enrollment Plan. Complete the Enrollment Plan (Exhibit 1), and include it as **Attachment A (required form)**, illustrating the proposed school’s five-year enrollment plan. Include a breakdown between students receiving a primarily on-site, face-to-face learning experience (brick-and-mortar) or *blended learning* and students receiving a primarily *online learning* experience (*virtual learning*).

The Enrollment Plan is provided in **Attachment A**.

2. Enrollment Plan Rationale. Describe the rationale for the number of students and grade levels served in each year and the basis for the enrollment plan illustrated in the

attachment. Include a discussion of the rationale for including non-entry level grades. Entry-level grades are generally kindergarten, sixth grade, and ninth grade.

KA will serve grades K-6 in its inaugural year and subsequently offer grades K-7 in year two and K-8 in year three. This projected enrollment will allow KA to grow into the proposed site in Wahiawa. The proposed site has 10 classrooms and KA will occupy 8 classrooms in year one. In year two, KA enrollment will grow to 250 students, and in year three, 300 students. In year three, KA will procure two portable classrooms to accommodate the growth. Kamalani offers two classes per grade in the middle school to be able to departmentalize the classes offered and to be able to offer a greater variety of classes.

KA will open with non-entry level grades 1-5 in year one to create a strong K-8 model. If the school opened with only Kindergarten and 6th grade, the school would have to increase the class size significantly to be financially viable. If the school were to dramatically increase the class size for the Kindergarten and 6th grade classes in the years following, it would create enrollment bubbles, making it difficult to staff the school from one year to the next. Additionally, because charter schools do not receive facility funding it would make it very difficult to make a lease payment on a 10 classroom facility site if the school chose to only open with Kindergarten and 6th grade. By opening grades K-6 in year one, KA is following the successful model of its affiliate Doral campuses in Nevada.

- 3. Enrollment Plan Justification.** Provide evidence justifying the enrollment plan described above. Include the estimated number of students in the geographic area(s) the proposed school plans to serve, including the number of students that currently attend existing schools (both public and private) in the geographic area for the grades the proposed school plans to serve. If research data, censuses, surveys, or other data sources were used, please describe these sources and provide a citation or attach copies of the sources, as **Attachment B (no page limit)**.

KA is in central Oahu and can draw students from anywhere on the island. The proposed location in Wahiawa is within two miles of five public elementary and two public middle schools. KA will market to surrounding areas, as well. Please see **Attachment B**.

II. Academic Plan

A. Academic Plan Overview, Academic Philosophy, and Student Population

1. [Academic Plan Overview](#). Provide a concise overview of the academic plan of the proposed school, including instructional methods, assessment strategies, and any non-negotiable elements of the proposed school's academic plan. Include a brief description of any *virtual or blended learning programs*, as defined in [Section IV.J of the RFP](#). Briefly describe any evidence that promises success for this academic plan with the anticipated student population.

The curriculum will be organized within two integrated blocks: a) Arts and Humanities (English Language Arts, Social Studies, Fine Arts) and, b) STEAM (Science, Technology, Engineering, Arts, Mathematics). Within each block, instruction will not only address specific knowledge, skills and dispositions unique to each content area, but also provide integrated processes and products through which students construct and demonstrate understandings across content. English Language Arts and Mathematics outcomes are drawn from Common Core State Standards (CCSS), Science outcomes are guided by the Next Generation Science Standards (NGSS), Social Studies outcomes are aligned with the College, Career, and Civic Life Framework for Social Studies (3C), and Fine Arts outcomes align with the National Core Arts Standards (NCAS). Each of these sets of standards were developed through research, with input from diverse stakeholders across the nation, and internationally benchmarked. They demonstrate a commitment to rigor and are well aligned with each other to prepare young people for college, career, and community. Through the arts, KA 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 *Nā Hopena A'o* (HĀ) will nurture a safe environment; the social and emotional growth of each child will be grounded in a sense of self and a sense of place. Arts integration instructional strategies, along with evidence based practices in the content areas and PBIS will support the KA vision. Ongoing assessments, data analyses, and results will identify improvement needs and guide instruction for benchmark mastery. Frequent data collection, particularly for students performing below grade level, is fundamental to improvement. Additionally, arts integrated performance assessments provide students with options for action and expression to share what they understand visually and kinesthetically as well as in writing. In classrooms, teachers will use the arts to differentiate instruction based on the needs of students.

2. [Academic Philosophy](#). Provide a concise description of the applicant's core beliefs and academic values and how those beliefs and values inform the design of key elements of the proposed school.

The academic philosophy of KA is clearly expressed by our vision (see Executive Summary, A2). *Ma ka hana ka 'ike*: "Through doing one learns." The *mana'o* (idea) behind this *'ōlelo no'eau* (Hawaiian proverb) is that we actively participate in our own learning processes by doing. At KA, arts integration lies at the heart of our "doing." Importantly, arts integration is not a curriculum, but a creative act by teachers who guide students through aesthetic expressions

of understanding. The core of this vision engages the arts to help children learn, get excited about being in school, express what they know, and participate as members of a compassionate community. In our philosophy, elements and principles of the arts are important, however the arts do not exist in a vacuum. They provide multiple pathways for students to make sense out of their world. Through the arts, diverse learners have access to the curriculum. The arts also provide experiences through which all members of the KA community share values of belonging, responsibility, aloha, well being, excellence, and an appreciation for Hawai'i's unique gifts.

- 3. Anticipated Student Population.** Describe the anticipated student population the proposed school plans to serve, including, among other things, the projected percentage of students eligible for free and reduced lunch. Explain why the proposed school anticipates that the student population described above will enroll in the proposed school. Include, as **Attachment C (5 page limit)**, a listing of the DOE complex area(s) that these students will most likely come from and a listing of both public and private schools with the grades the proposed school plans to offer that are located in the same areas that the proposed school plans to pull its student population from.

KA expects its student population to be representative of the surrounding community. To determine an anticipated student population, KA obtained enrollment information from the following schools: Wahiawa, Iliahi, Kaala, Wheeler, Hale Kula, Helemano and Solomon Elementary Schools and Wahiawa and Wheeler Middle Schools. All of the schools are within a three miles radius with the exception of Solomon Elementary. The average student populations are as follows: 640 students, 64% free and reduced lunch, 7% ELL and 11% with disabilities. As noted in I A. 3., KA will offer an alternative to the many underperforming public schools in the community.

B. Curriculum and Instructional Design

- 1. A clear description of course outcomes for each course at each grade level.**

At KA, students in grades K-5 study in two integrated learning blocks: Humanities (including discrete skills related to English Language Arts, Social Studies, Fine Arts) and STEAM (including Science, Technology, Engineering, Arts, Mathematics). Students will not only be proficient in the knowledge, skills, and dispositions of each content area, but also able to ask essential questions and develop enduring understandings with cross-cutting concepts and process integrated among content areas. KA's outcomes are designed to align with: Common Core State Standards in English Language Arts (CCSS-ELA), Common Core State Standards in Mathematics (CCSS-MA), Next Generation Science Standards (NGSS), College, Career, and Civic Life Framework for Social Studies (3C) and National Core Arts Standards (NCAS).

NOTE: In all grades, "Fine Arts" includes music, drama, visual arts, dance, and media arts. These are integrated in both the Humanities and STEAM blocks at the elementary level, and throughout the content-specific courses in middle school. Also, KA students engage in Mathematical and Science practices spanning from K-8. (See Attachment D.) The content outcomes listed here in Science and Math are developmentally tailored to each grade level. Starting in Middle School (grades 6-8) KA students study English and Mathematics content at

grade level. Classes in Social Studies, Science, and Fine Arts provide advanced instruction in focused content, offered as electives. Students continue to learn through arts integration.

KINDERGARTEN – FINE ARTS

In the Fine Arts (NCAS) kindergarten students will:

- Respond to artistic ideas and work with guidance and support.
- Express artistic ideas and work with guidance and support.
- Suggest alternatives in artistic work with guidance and support.
- Demonstrate artistic expression through presentation.
- Improvise artistic work for presentation safely.
- Share artistic work with others.
- Describe artistic works.
- Recognize meaning in artistic work.
- Identify preferences in artistic work.
- Use personal experiences to make art.
- Recognize the context of art to deepen understanding.

KINDERGARTEN - HUMANITIES

In English Language Arts (CCSS – ELA), kindergarten students will:

- Identify key ideas and details in literature and informational text with prompting and support.
- Identify elements of craft and structure in both literature and informational text.
- Integrate knowledge and ideas from literature and informational text.
- Engage in group reading activities with a range of reading and level of text complexity.
- Demonstrate understanding of print concepts.
- Demonstrate phonological awareness.
- Know and apply phonics and word analysis skills.
- Read emergent text with purpose and understanding
- Use a combination of text types to communicate different purposes
- Produce and distribute writing with guidance and support from adults.
- Research to build and present knowledge with guidance and support from adults.
- Discuss a range of kindergarten topics and texts with their peers with comprehension.
- Describe knowledge and ideas orally with visual displays.
- Demonstrate command of the conventions of Standard English.
- Acquire new vocabulary and use new vocabulary in varying kindergarten.

In kindergarten Social Studies (3C), students will:

- Experience Hawai‘i’s culture, history, language and arts practices.
- Ask questions with guidance and support.
- Use sources to help them answer their questions.
- Identify civic and political institutions.
- Demonstrate civic virtues and participate in democratic principles.
- Know processes, rules and laws.
- Participate in economic decision-making.
- Recognize dynamics of financial exchange.
- Develop geographic representations.

- Recognize human-environment interactions of place, region and culture.
- Recognize patterns of human populations and their movements.
- Recognize global interconnections.
- Represent historical change, continuity and context.
- Identify diverse historical perspectives.
- Use historical sources as evidence.
- Describe historical cause and effect.
- Identify a source and determine its reliability.
- Communicate independent ideas support them with details.
- Identify community problems and take action.

KINDERGARTEN - STEAM

In Mathematics (CCSS-MA) content kindergarten students:

- Know number names and the count sequence.
- Count to tell the number of objects.
- Compare numbers.
- Understand addition as putting together, and understand subtraction as taking apart.
- Work with numbers 11-19 to gain foundations for place value.
- Describe and compare measurable attributes.
- Classify objects and count the number of objects in each category.
- Identify and describe shapes.
- Analyze, compare, create, and compose shapes.

In Science (NGSS), kindergarten students will:

- Experience the complex land systems and ecology unique to Hawai‘i.
- Formulate answers to questions such as: “What happens if you push or pull an object harder? Where do animals live and why do they live there? What is the weather like today?”
- Develop understanding of patterns and variations in local weather and the purpose of weather forecasting to prepare for, and respond to, severe weather.
- Apply an understanding of the effects of different strengths or different directions of pushes and pulls on the motion of an object to analyze a design solution.
- Develop understanding of what plants and animals (including humans) need to survive and the relationship between their needs and where they live.

GRADE 1 – FINE ARTS

In the Fine Arts (NCAS) grade 1 students will:

- Explore artistic ideas and work.
- Engage in artistic ideas and work.
- Suggest changes in artistic work.
- Express artistic understandings through presentation.
- Demonstrate range in artistic work safely.
- Perform or share artistic work.
- Describe artistic work.
- Explain artistic work.
- Identify preferences in artistic work.

- Demonstrate understanding of how personal choices influence art work.
- Apply arts understandings to other subject areas.

GRADE 1 - HUMANITIES

In English Language Arts (CCSS-ELA), grade 1 students will:

- Describe key ideas and details in both literature and informational text.
- Identify elements of craft and structure in both literature and informational text.
- Integrate knowledge and ideas from literature and informational text.
- With prompting and support, engage in a range of reading and level of text complexity in both literature and informational text.
- Demonstrate understanding of print concepts.
- Demonstrate phonological awareness.
- Know and apply phonics and word analysis skills.
- Read grade-level text with accuracy and fluency.
- Write a variety of texts for a variety of purposes: opinion, informative and narrative text.
- Produce and distribute writing with guidance and support from adults.
- Research to build and present knowledge with guidance and support from adults.
- Discuss a range of grade 1 topics and texts with their peers.
- Describe knowledge and ideas orally with visual displays.
- Demonstrate command of the conventions of standard English.
- Acquire new vocabulary and use new vocabulary in varying grade 1 contexts.

In grade 1 Social Studies (3C), students will:

- Interact with Hawai‘i’s culture, history, language and arts practices.
- Ask compelling and supporting questions with guidance and support.
- Identify sources to help them answer their questions.
- Identify civic and political institutions.
- Demonstrate civic virtues and participate in democratic principles.
- Connect processes, rules and laws.
- Participate in economic decision-making.
- Recognize dynamics of exchange markets and global economy.
- Develop geographic representations, or spatial views of the world
- Recognize human-environment interactions of place, region and culture.
- Recognize patterns of human populations, their movements and global interconnections.
- Represent historical change, continuity and context.
- Identify diverse historical perspectives.
- Use historical sources as evidence.
- Describe historical cause and effect.
- Gather more than one source and determine their reliability.
- Communicate ideas by supporting them with details.
- Identify community problems and take action.

GRADE 1 - STEAM

In Mathematic (CCSS-MA) content, grade 1 students will:

- Represent and solve problems involving addition and subtraction.

- Understand and apply properties of operations; relationship between addition - subtraction.
- Add and subtract within 20.
- Work with addition and subtraction equations.
- Extend the counting sequence.
- Understand place value.
- Use place value understanding and properties of operations to add and subtract.
- Measure lengths indirectly and by iterating length units.
- Tell and write time.
- Represent and interpret data.
- Reason with shapes and their attributes.

In Science (NGSS), grade 1 students will:

- Interact with the complex land systems and ecology unique to Hawai‘i.
- Formulate answers to questions such as: “What happens when materials vibrate? What happens when there is no light? What are some ways plants and animals meet their needs so that they can survive and grow? How are parents and their children similar and different?”
- Develop understanding of the relationship between sound and vibrating materials as well as between the availability of light and ability to see objects.
- Develop understanding that light travels from place to place through determining the effect of placing objects made with different materials in the path of a beam of light.
- Develop understanding of how plants and animals use their external parts to help them survive, grow, and meet their needs as well as how behaviors of parents.
- Develop understanding that young plants and animals are like, but not the same as parents.
- Observe, describe, and predict some patterns of the movement of objects in the sky.

GRADE 2 – FINE ARTS

In the Fine Arts (NCAS) grade 2 students will:

- Improvise new artistic ideas and work.
- Communicate artistic ideas and work by collaborating with others.
- Make changes in artistic work.
- Express artistic understandings through presentation.
- Demonstrate range and control in artistic presentation.
- Perform or share artistic work.
- Recognize artistic choices in artistic work.
- Explain meaning in artistic work.
- Respond with preferences in artistic work.
- Demonstrate understanding of how daily life influences art work.
- Apply arts understandings to other subject areas.

GRADE 2 - HUMANITIES

In English Language Arts (CCSS-ELA), grade 2 students will:

- Demonstrate understanding of key ideas and details in literature and information.
- Describe elements of craft and structure in both literature and informational text.
- Integrate knowledge and ideas from literature and informational text.
- Read and comprehend literature and informational text in the grades 2-3 complexity.

- Know and apply phonics and word analysis skills.
- Read grade-level text with accuracy and fluency.
- Write a variety of texts for a variety of purposes: opinion, informative and narrative.
- Produce and distribute writing with guidance and support from adults.
- Research to build and present knowledge with guidance and support from adults.
- Discuss a range of grade 2 topics and texts with their peers with comprehension.
- Recount knowledge and ideas orally and with audio recording media.
- Demonstrate command of the conventions of standard English.
- Use language and its conventions when writing, speaking, reading or listening.
- Acquire new vocabulary and use new vocabulary in varying grade 2 contexts.

In grade 2 Social Studies (3C), students will:

- Describe Hawai‘i’s culture, history, language and arts practices.
- Construct compelling and supporting questions with guidance and support.
- Determine the kinds of sources that will help them answer their questions.
- Describe civic and political institutions.
- Participate deliberately in civic virtues and participate in democratic principles.
- Explain processes, rules and laws.
- Explain economic decision-making.
- Describe dynamics of exchange markets, and a global economy.
- Construct and use geographic representations, or spatial views of the world.
- Explain human-environment interactions of place, region and culture.
- Explain patterns of human populations and their movements.
- Describe global interconnections.
- Demonstrate understanding of historical change, continuity and context.
- Compare diverse historical perspectives.
- Identify historical sources as evidence.
- Generate reasons for historical causation.
- Gather and evaluate multiple sources.
- Construct an argument with reasons
- Identify a range of problems and take action.

GRADE 2 - STEAM

In Mathematic (CCSS – MA) content, grade 2 students will:

- Represent and solve problems involving addition and subtraction.
- Add and subtract within 20.
- Work with equal groups of objects to gain foundations for multiplication.
- Understand place value.
- Use place value understanding and properties of operations to add and subtract.
- Measure and estimate lengths in standard units.
- Relate addition and subtraction to length.
- Work with time and money.
- Represent and interpret data.
- Reason with shapes and their attributes.

In Science (NGSS), grade 2 students will:

- Describe the complex land systems and ecology unique to Hawai‘i.
- Formulate answers to questions such as: “How does land change and what are some things that cause it to change? What are the different kinds of land and bodies of water? How are materials similar and different from one another, and how do the properties of the materials relate to their use? What do plants need to grow?”
- Develop an understanding of what plants need to grow and how plants depend on animals.
- Compare the diversity of life in different habitats.
- Develop understanding of observable properties of materials through analytic classification.
- Apply understanding of the idea that wind and water can change the shape of the land to compare design solutions to slow or prevent such change.
- Use information and models to identify and represent the shapes and kinds of land and bodies of water in an area and where water is found on Earth.

GRADE 3 – FINE ARTS

In the Fine Arts (NCAS) grade 3 students will:

- Improvise new artistic ideas and work.
- Communicate artistic ideas and work by collaborating with others.
- Make changes in artistic work.
- Express artistic understandings through presentation.
- Demonstrate range and control in artistic presentation.
- Perform or share artistic work.
- Recognize artistic choices in artistic work.
- Explain meaning in artistic work.
- Respond with preferences in artistic work.
- Demonstrate understanding of how daily life influences art work.

GRADE 3 - HUMANITIES

In English Language Arts (CCSS-ELA), grade 3 students will:

- Demonstrate understanding of key ideas and details in both literature and informational text.
- Determine elements of craft and structure in both literature and informational text.
- Integrate knowledge and ideas from literature and informational text.
- Read and comprehend both literature and informational text in grades 3 -4 text complexity.
- Know and apply phonics and word analysis skills.
- Read grade-level text with accuracy and fluency.
- Write a variety of text types for a variety of purposes: opinion, informative and narrative text.
- Produce and distribute writing with guidance and support from adults.
- Conduct research to build and present knowledge.
- Write routinely over extended time frames.
- Discuss a range of grade 3 topics and texts with their peers with comprehension.
- Report on knowledge and ideas orally and with audio recording media.
- Demonstrate command of the conventions of standard English.
- Use knowledge of language and its conventions when writing, speaking, reading or listening.
- Demonstrate understanding of new vocabulary and use new vocabulary in grade 3 contexts.

In grade 3 Social Studies (3C), students will:

- Explain Hawai‘i’s culture, history, language and arts practices.
- Explain the importance of constructing compelling and supporting questions.
- Determine the most helpful sources to answer their questions.
- Explain the dynamics of civic and political institutions.
- Apply civic virtues and participate in democratic principles.
- Compare processes, rules and laws.
- Compare economic decision-making.
- Explain dynamics of exchange markets, national economy, and global economy.
- Construct and use geographic representations, or spatial views of the world.
- Explain human-environment interactions of place, region and culture.
- Analyze patterns of human populations and their movements.
- Explain global interconnections.
- Create sequences of historical change, continuity and context.
- Explain diverse historical perspectives.
- Compare historical sources and infer their meanings.
- Explain possible causes and effects.
- Distinguish information provided by multiple sources.
- Use evidence to develop and critique claims for an argument
- Explain strategies and approaches for identifying problems and taking action.

GRADE 3 - STEAM

In Mathematic (CCSS-MA) content, grade 3 students will:

- Represent and solve problems involving multiplication and division.
- Understand properties of multiplication, the relationship between multiplication and division.
- Multiply and divide within 100.
- Solve problems involving the four operations, and identify and explain patterns in arithmetic.
- Use place value understanding and properties of operations to perform multi-digit arithmetic.
- Develop understanding of fractions as numbers.
- Solve problems involving measurement and estimation of time, liquid, and masses of objects.
- Represent and interpret data.
- Understand concepts of area and relate area to multiplication and to addition.
- Recognize perimeter as an attribute of plane figures and distinguish between linear and area.
- Reason with shapes and their attributes

In Science (NGSS), grade 3 students will:

- Explain the complex land systems and ecology unique to Hawai‘i.
- Formulate answers to questions such as: “What is typical weather in different parts of the world and during different times of the year? How can the impact of weather-related hazards be reduced? How do organisms vary in their traits? How are plants, animals, and environments of the past similar or different from current plants, animals, and environments? What happens to organisms when their environment changes?”
- Organize and use data to describe typical weather conditions expected during a season.
- Make a claim about the merit of a design solution that reduces the impacts of hazards.
- Develop an understanding of the similarities and differences of organisms’ life cycles.

- Develop an understanding that organisms have different inherited traits, and that the environment can also affect the traits that an organism develops
- Construct an explanation using evidence for how the variations in characteristics among individuals of the same species may provide advantages in surviving and reproducing.
- Develop an understanding of types of organisms and environment that lived long ago.
- Develop an understanding of the idea that when the environment changes some organisms survive and reproduce, some move, some are transformed, and some die.
- Determine the effects of balanced and unbalanced forces on the motion of an object and the cause and effect relationships of electric or magnetic interactions between two objects.
- Apply their understanding of magnetic interactions to define a simple design problem.

GRADE 4 – FINE ARTS

In the Fine Arts (NCAS) grade 4 students will:

- Explore new artistic ideas and work.
- Organize artistic ideas and work.
- Revise artistic work.
- Prepare for presentation.
- Vary use of technique in artistic presentation.
- Evaluate shared artistic work.
- Analyze messages in artistic work.
- Interpret purposes for artistic work.
- Apply criteria to artistic work.
- Respond to community and social issues through art works.
- Relate arts understandings to history, culture and society.

GRADE 4 - HUMANITIES

In English Language Arts (CCSS-ELA), grade 4 students will:

- Use evidence to determine key ideas and details in both literature and informational text.
- Explain elements of craft and structure in both literature and informational text.
- Integrate knowledge and ideas from literature and informational text.
- Read and comprehend literature and informational text in the grades 4-5 text complexity.
- Know and apply phonics and word analysis skills.
- Read grade-level text with accuracy and fluency.
- Write a variety of text types for a variety of purposes: opinion, informative and narrative text.
- Produce and distribute writing with guidance and support from peers and adults.
- Conduct research to build and present knowledge.
- Write routinely over extended time frames.
- Discuss a range of grade 4 topics and texts with their peers with comprehension.
- Report on knowledge and ideas orally, with audio and visual support.
- Demonstrate command of the conventions of standard English.
- Use knowledge of language and its conventions when writing, speaking, reading or listening.
- Demonstrate understanding of new vocabulary in varying grade 4 contexts.

In grade 4 Social Studies (3C), students will:

- Explain Hawai‘i’s culture, history, language and arts practices.

- Explain the importance of constructing compelling and supporting questions.
- Determine the most helpful sources to answer their questions.
- Explain the dynamics of civic and political institutions.
- Apply civic virtues and participate in democratic principles.
- Compare processes, rules and laws.
- Compare economic decision-making.
- Explain dynamics of exchange markets, national economy, and global economy
- Construct and use geographic representations, or spatial views of the world
- Explain human-environment interactions of place, region and culture.
- Analyze patterns of human populations and their movements.
- Explain global interconnections.
- Create sequences of historical change, continuity and context.
- Explain diverse historical perspectives.
- Compare historical sources and infer their meanings.
- Explain possible causes and effects.
- Distinguish information provided by multiple sources.
- Use evidence to develop and critique claims for an argument
- Explain strategies and approaches for identifying problems and taking action.

GRADE 4 - STEAM

In Mathematic content (CCSS-MA), grade 4 students will:

- Use the four operations with whole numbers to solve problems.
- Gain familiarity with factors and multiples.
- Generate and analyze patterns.
- Generalize place value understanding for multi-digit whole numbers.
- Use place value understanding and properties of operations to perform multi-digit arithmetic.
- Extend understanding of fraction equivalence and ordering.
- Build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.
- Understand decimal notation for fractions, and compare decimal fractions.
- Solve problems involving measurement and conversion of measurements from larger units.
- Represent and interpret data.
- Geometric measurement: understand concepts of angle and measure angles.
- Draw and identify lines and angles, and classify shapes by properties of their lines.

In Science (NGSS), grade 4 students will:

- Explain the complex land systems and ecology unique to Hawai‘i.
- Formulate answers to questions such as: “What are waves and what are some things they can do? How can water, ice, wind and vegetation change the land? What patterns of Earth’s features can be determined with the use of maps? How do internal and external structures support the survival, growth, behavior, and reproduction of plants and animals? What is energy and how is it related to motion? How is energy transferred?”
- Use a model of waves to describe patterns of waves in terms of amplitude and wavelength.
- Develop understanding of the effects of weathering on water, ice, wind, or vegetation.

- Apply their knowledge of natural Earth processes to generate and compare multiple solutions to reduce the impacts of such processes on humans.
- Analyze and interpret data from maps.
- Develop an understanding that plants and animals have internal and external structures that function to support survival, growth, behavior, and reproduction.
- Describe that an object can be seen when light reflected from its surface enters the eye.
- Use evidence to construct an explanation of the relationship between the speed of an object and the energy of that object.
- Develop an understanding that energy can be transferred from place to place by sound, light, heat, and electric currents or from object to object through collisions.
- Apply their understanding of energy to design, test, and refine a device that converts energy.

GRADE 5 – FINE ARTS

In the Fine Arts (NCAS) grade 5 students will:

- Conceptualize original artistic ideas and work.
- Devise artistic ideas and work.
- Rehearse artistic work.
- Prepare for presentation.
- Vary use of technique in artistic presentation.
- Evaluate shared artistic work.
- Reflect on personal reactions to artistic work.
- Provide evidence to support interpretations of artistic work.
- Evaluate artistic work with criteria.
- Identify how arts are used to influence individuals and communities.
- Relate arts understandings to history, culture and society.

GRADE 5 - HUMANITIES

In English Language Arts (CCSS-ELA), grade 5 students will:

- Use evidence to determine key ideas and details in both literature and informational text.
- Explain elements of craft and structure in both literature and informational text.
- Integrate knowledge and ideas from literature and informational text.
- Read and comprehend literature and informational text in the grades 4-5 text complexity.
- Know and apply phonics and word analysis skills.
- Read grade-level text with accuracy and fluency.
- Write a variety of text types for a variety of purposes: opinion, informative and narrative text.
- Produce and distribute writing with guidance and support from peers and adults.
- Conduct research to build and present knowledge.
- Write routinely over extended time frames.
- Discuss a range of grade 5 topics and texts with their peers with comprehension.
- Report on knowledge and ideas with multimedia components.
- Demonstrate command of the conventions of standard English.
- Use knowledge of language and its conventions when writing, speaking, reading or listening.
- Demonstrate understanding of new vocabulary and use new vocabulary in grade 5 contexts.

In grade 5 Social Studies (3C), students will:

- Analyze Hawai‘i’s culture, history, language and arts practices.
- Explain the importance of constructing compelling and supporting questions.
- Determine the most helpful sources to answer their questions.
- Explain the dynamics of civic and political institutions.
- Apply civic virtues and participate in democratic principles.
- Compare processes, rules and laws.
- Compare economic decision-making.
- Explain dynamics of exchange markets, national economy and global economy
- Construct and use geographic representations, or spatial views of the world
- Explain human-environment interactions of place, region and culture.
- Analyze patterns of human populations and their movements.
- Explain global interconnections.
- Create sequences of historical change, continuity and context.
- Explain diverse historical perspectives.
- Compare historical sources and infer their meanings.
- Explain possible causes and effects.
- Distinguish information provided by multiple sources.
- Use evidence to develop and critique claims for an argument
- Explain strategies and approaches for identifying problems and taking action.

GRADE 5 - STEAM

In Mathematic (CCSS – MA) content, grade 5 students:

- Write and interpret numerical expressions.
- Analyze patterns and relationships.
- Understand the place value system.
- Perform operations with multi-digit whole numbers and with decimals to hundredths.
- Use equivalent fractions as a strategy to add and subtract fractions.
- Apply and extend multiplication and division to multiply and divide fractions.
- Convert like measurement units within a given measurement system.
- Represent and interpret data.
- Understand concepts of volume and relate volume to multiplication and to addition.
- Graph points on the coordinate plane to solve real-world and mathematical problems.
- Classify two-dimensional figures into categories based on their properties.

In Science (NGSS), grade 5 students will:

- Analyze the complex land systems and ecology unique to Hawai‘i.
- Formulate answers to questions such as: “When matter changes, does its weight change? How much water can be found in different places on Earth?”
- Describe how matter is made of particles too small to be seen through a telescope.
- Develop an understanding of the idea that total weight of matter is conserved.
- Determine whether the mixing of two or more substances results in new substances. Describe ways the geosphere, biosphere, hydrosphere, and/or atmosphere interact.
- Describe and graph data to provide evidence about the distribution of water on Earth.
- Develop an understanding that plants get materials they need for growth from air and water.

- Describe the movement of matter among plants, animals, decomposers, and the environment and that energy in animals' food was once energy from the sun.
- Develop an understanding of patterns of daily changes in length and direction of shadows, day and night, and the seasonal appearance of some stars in the night sky.

MIDDLE SCHOOL FINE ARTS INTEGRATION

In the **Fine Arts (NCAS)**, Middle School (grades 6-8), students will:

- Generate and conceptualize artistic ideas and work.
- Organize and develop artistic ideas and work.
- Refine and complete artistic work.
- Develop and refine artistic work for presentation.
- Convey meaning through the presentation of artistic work.
- Interpret intent and meaning in artistic work.
- Apply criteria to evaluate artistic work.
- Synthesize and relate knowledge and personal experiences to make art.
- Relate artistic ideas and works with societal, cultural, historical context.

GRADE 6 – ENGLISH

In **English Language Arts (CCSS-ELA)**, grade 6 students will:

- Cite evidence to determine key ideas and details in both literature and informational text.
- Analyze elements of craft and structure in both literature and informational text.
- Integrate knowledge and ideas from literature and informational text.
- Read and comprehend literature and informational text in the grades 6-8 text complexity.
- Write a variety of text types for a variety of purposes: argument, informative, and narrative.
- Produce and distribute writing with guidance and support from peers.
- Conduct research to build and present knowledge.
- Write routinely over extended time frames.
- Discuss a range of grade 6 topics and texts with their peers with comprehension.
- Present knowledge and ideas with multimedia components.
- Demonstrate command of the conventions of standard English.
- Use knowledge of language and its conventions when writing, speaking, reading or listening.
- Demonstrate understanding of new vocabulary and use new vocabulary in grade 6 contexts.

GRADE 6 – MATH

In **Mathematic (CCSS-MA)** content, grade 6 students will:

- Understand ratio concepts and use ratio reasoning to solve problems.
- Apply previous understandings of multiplication and division to divide fractions by fractions.
- Multiply and divide multi-digit numbers and find common factors and multiples.
- Apply and extend previous understandings of numbers to the system of rational numbers.
- Apply and extend previous understandings of arithmetic to algebraic expressions.
- Reason about and solve one-variable equations and inequalities.
- Represent quantitative relationships between dependent and independent variables.
- Solve real-world and mathematical problems involving area, surface area, and volume.
- Develop understanding of statistical variability.
- Summarize and describe distributions.

GRADE 7 – ENGLISH

In English Language Arts (CCSS-ELA), grade 7 students will:

- Cite evidence to determine key ideas and details in both literature and informational text.
- Analyze elements of craft and structure in both literature and informational text.
- Integrate knowledge and ideas from literature and informational text.
- Read and comprehend literature and informational text in the grades 6-8 text complexity.
- Write a variety of text types for a variety of purposes: argument, informative, and narrative.
- Produce and distribute writing with guidance and support from peers.
- Conduct research to build and present knowledge.
- Write routinely over extended time frames.
- Discuss a range of grade 7 topics and texts with their peers with comprehension.
- Present knowledge and ideas with multimedia components.
- Demonstrate command of the conventions of standard English.
- Use knowledge of language and its conventions when writing, speaking, reading or listening.
- Demonstrate understanding of new vocabulary and use new vocabulary in grade 7 contexts.

GRADE 7 - MATH

In Mathematics (CCSS-MA) content, grade 7 students will:

- Analyze proportional relationships and use them to solve real-world problems.
- Apply and extend previous understandings of operations with fractions to add, subtract, multiply, and divide rational numbers.
- Use properties of operations to generate equivalent expressions.
- Solve real-life mathematical problems using numerical, algebraic expressions and equations.
- Draw, construct and describe geometrical figures, describe the relationships between them.
- Solve real-life mathematical problems involving angle measure, area, surface area, and volume.
- Use random sampling to draw inferences about a population.
- Draw informal comparative inferences about two populations.
- Investigate chance processes and develop, use, and evaluate probability models.

GRADE 8 – ENGLISH

In English Language Arts (CCSS-ELA), grade 8 students will:

- Cite evidence to determine key ideas and details in both literature and informational text.
- Analyze elements of craft and structure in both literature and informational text.
- Integrate knowledge and ideas from literature and informational text.
- Read and comprehend literature and informational text in the grades 6-8 text complexity.
- Write a variety of text types for a variety of purposes: argument, informative, and narrative.
- Produce and distribute writing with guidance and support from peers.
- Conduct research to build and present knowledge.
- Write routinely over extended time frames.
- Discuss a range of grade 8 topics and texts with their peers with comprehension.
- Present knowledge and ideas with multimedia components.
- Demonstrate command of the conventions of standard English.
- Use knowledge of language and its conventions when writing, speaking, reading or listening.

- Demonstrate understanding of new vocabulary and use new vocabulary in grade 8 contexts.

GRADE 8 – MATH

In Mathematics (CCSS-MA) content, grade 8 students will:

- Know there are numbers that are not rational, and approximate them by rational numbers.
- Work with radicals and integer exponents.
- Understand the connections between proportional relationships, lines, and linear equations.
- Analyze and solve linear equations and pairs of simultaneous linear equations.
- Define, evaluate, and compare functions.
- Use functions to model relationships between quantities.
- Understand congruence using physical models, transparencies, or geometry software.
- Understand and apply the Pythagorean Theorem.
- Solve real-world problems involving volume of cylinders, cones and spheres.
- Investigate patterns of association in bivariate data.

MIDDLE SCHOOL SCIENCE ELECTIVES

In Middle School, Physical Science (NGSS), grades 6-8, students will:

- Formulate an answer to the question, “How do atomic and molecular interactions explain the properties of matter that we see and feel?”
- Apply understanding that pure substances have characteristic physical and chemical properties and are made from a single type of atom or molecule.
- Provide molecular level accounts to explain states of matters and changes between states,
- Explain that chemical reactions involve regrouping of atoms to form new substances, and that atoms rearrange during chemical reactions.
- Apply an understanding of the design and the process of optimization in engineering.
- Formulate an answer to the question, “How can one describe physical interactions between objects and within systems of objects?”
- Apply Newton’s Third Law of Motion to relate forces to explain the motion of objects.
- Apply ideas about gravitational, electrical, and magnetic forces to explain a variety of phenomena including ideas about why some materials attract each other while others repel.
- Develop understanding that gravitational interactions are always attractive but that electrical and magnetic forces can be both attractive and negative.
- Develop ideas that objects can exert forces on each other even though the objects are not in contact, through fields.
- Apply an engineering practice and concept to solve a problem caused when objects collide.
- Formulate an answer to the question, “How can energy be transferred from one object or system to another?”
- Develop their understanding of important qualitative ideas about energy including that the interactions of objects can be explained and predicted using the concept of transfer of energy from one object or system of objects to another, and the total change of energy in any system is always equal to the total energy transferred into or out of the system.
- Develop understanding that objects that are moving have kinetic energy and that objects may also contain stored (potential) energy, depending on their relative positions.
- Differentiate between energy and temperature, and begin to develop an understanding of the relationship between force and energy.

- Apply an understanding of design to the process of energy transfer.
- Formulate an answer to the question, “What are the characteristic properties of waves and how can they be used?”
- Describe and predict characteristic properties and behaviors of waves.
- Apply an understanding of waves as a means to send digital information.

In Middle School, Life Science (NGSS), grades 6-8, students will:

- Formulate an answer to the question, “How can one explain the ways cells contribute to the function of living organisms?”
- Gather information and use this information to support explanations of the structure and function relationship of cells.
- Communicate understanding of cell theory.
- Develop a basic understanding of the role of cells in body systems and how those systems work to support the life functions of the organism.
- Construct an explanation for how environmental and genetic factors affect organisms.
- Connect this to the role of animal behaviors in reproduction of animals as well as the dependence of some plants on animal behaviors for their reproduction.
- Formulate an answer to the question, “How does a system of living and non-living things operate to meet the needs of the organisms in an ecosystem?”
- Analyze and interpret data, develop models, and construct arguments and demonstrate a deeper understanding of resources and the cycling of matter and the flow of energy.
- Study patterns of the interactions among organisms within an ecosystem.
- Consider biotic and abiotic factors in an ecosystem and the effects these factors.
- Evaluate competing design solutions for maintaining biodiversity and ecosystem services.
- Formulate an answer to the question, “How do living organisms pass traits from one generation to the next?”
- Describe ways gene mutations and sexual reproduction contribute to genetic variation. Formulate an answer to the question, “How do organisms change over time in response to changes in the environment?”
- Construct explanations based on evidence to support fundamental understandings of natural selection and evolution.
- Use ideas of genetic variation in a population to make sense of organisms surviving and reproducing, hence passing on the traits of the species.
- Use fossil records and anatomical similarities of the relationships among organisms and species to support their understanding.

In Middle School, Earth and Space Sciences (NGSS), grades 6-8, students will:

- Formulate an answer to questions such as: “What is Earth’s place in the Universe, What makes up our solar system and how can the motion of Earth explain seasons and eclipses? How do people figure out that the Earth and life on Earth have changed through time?”
- Examine the Earth’s place in relation to the solar system, Milky Way galaxy, and universe.
- Use models of the solar system to explain astronomical and other observations of patterns.
- Connect to engineering through the instruments and technologies that have allowed us to explore the objects in our solar system and obtain the data that support the theories.
- Examine geoscience data in order to understand the processes and events in Earth’s history.

- Formulate an answer to questions such as: “How do the materials in and on Earth’s crust change over time? How does the movement of tectonic plates impact the surface of Earth?”
- Develop understanding of how Earth’s geosystems operate by modeling the flow of energy and cycling of matter within and among different systems.
- Investigate the controlling properties of important materials and construct explanations based on the analysis of real geoscience data.
- Develop understanding of ways that geoscience processes provide resources needed by society but also cause natural hazards that present risks to society.
- Develop understanding of the factors that control weather.
- Examine the feedbacks between systems as energy from the sun is transferred between systems and circulates through the ocean and atmosphere.
- Formulate an answer to questions such as: “How is the availability of natural resources related to naturally occurring processes? How do human activities affect Earth systems?”
- Develop understanding of the ways that human activities impacts Earth’s other systems.
- Develop understanding of the significant and complex issues surrounding human uses of land, energy, mineral, and water resources and the resulting impacts of their development.

MIDDLE SCHOOL SOCIAL STUDIES ELECTIVES

In Civics (C3), Middle School (grades 6-8) students will:

- Explain how experts view compelling and supporting questions.
- Determine sources that will provide multiple perspectives in response to questions.
- Explain the roles of civic and political institutions.
- Analyze principle of civic virtues and democratic principles.
- Assess processes, rules and laws.
- Evaluate possible causes and effects.
- Evaluate information provided by multiple sources.
- Construct and adapt arguments using claims and counterclaims.
- Critique arguments for credibility.
- Analyze procedures for making decisions and taking action.

In Economics (C3), Middle School (grades 6-8) students will:

- Explain how experts view compelling and supporting questions.
- Determine sources that will provide multiple perspectives in response to questions.
- Explain economic decision-making.
- Analyze dynamics of exchange markets.
- Explain and evaluate dynamics of the national economy.
- Explain dynamics of a global economy.
- Evaluate possible causes and effects.
- Evaluate information provided by multiple sources.
- Construct and adapt arguments using claims and counterclaims.
- Critique arguments for credibility.
- Analyze procedures for making decisions and taking action.

In Geography (C3), Middle School (grades 6-8) students will:

- Explain how experts view compelling and supporting questions.
- Determine sources that will provide multiple perspectives in response to questions.

- Construct and use geographic representations, or spatial views of the world
- Evaluate human-environment interactions of place, region and culture.
- Analyze relationships between human populations and their movements.
- Explain global interconnections.
- Evaluate possible causes and effects.
- Evaluate information provided by multiple sources.
- Construct and adapt arguments using claims and counterclaims.
- Critique arguments for credibility.
- Analyze procedures for making decisions and taking action.

In History of the Pacific (C3), Middle School (grades 6-8) students will:

- Explain how experts view compelling and supporting questions.
 - Determine sources that will provide multiple perspectives in response to questions.
 - Analyze historical change, continuity and context.
 - Analyze diverse historical perspectives.
 - Classify and evaluate historical sources.
 - Evaluate possible causes and effects.
 - Evaluate information provided by multiple sources.
 - Construct and adapt arguments using claims and counterclaims.
 - Critique arguments for credibility.
 - Analyze procedures for making decisions and taking action.
2. A clear description of the rigorous academic standards that will be used at the proposed school. The description must include, provided as **Attachment D (no page limit)**, a map or list of each standard that will be addressed in each course at each grade level and demonstrates vertical alignment from grade level to grade level. The description must also include a rationale for inclusion each set of standards that proposed school plans to adopt that demonstrates an understanding of how each set of standards will contribute to the success of student learning under the Academic Plan.

ARTS AND HUMANITIES

National Core Arts Standards (NCAS) have been devised to support artistic literacy through overarching common values and expectations for learning across five arts disciplines: visual arts, music, dance, drama, and media arts. These standards frame the arts as the media of today’s society, providing powerful and essential means of communication. The arts provide unique symbol systems and metaphors that convey and inform life experience. These standards facilitate participation in each of the arts as students become creators, performers, and audience members to discover and develop their own creative capacity. Such participation also enhances mental, physical, and emotional well-being. This set of standards honors how the arts have historically provided essential means for individuals and communities, including those of Hawai‘i, to express their ideas, experiences, feelings, and deepest beliefs. Understanding artwork provides insights into individuals’ own and others’ cultures and societies, while also providing opportunities to access, express, and integrate meaning across a variety of content areas. Finally, these standards provide means for individuals to collaborate and connect with others in an inclusive environment as they create, prepare, and share artwork (National Coalition for Core Arts Standards, 2014). At KA, the NCAS standards are integrated in both Humanities and STEM subject areas.

Common Core State Standards – English Language Arts (CCSS-ELA) require students to read stories and literature, as well as more complex texts that provide facts and background knowledge about the world around us. The skills and knowledge captured in the ELA/literacy standards are designed to prepare students for life outside the classroom. They include critical-thinking skills and the ability to closely and attentively read texts in a way that will help them understand and enjoy complex works of literature. Students learn to use cogent reasoning and evidence collection skills. The standards also lay out a vision of what it means to be a literate person who is prepared for success in the 21st century. Anchor standards in reading, writing, speaking and listening, and language carefully articulate developmentally appropriate goals within overarching strands across grade levels (National Governors Association Center for Best Practices, Council of Chief State School Officers, 2010).

College, Career, and Civic Life (3C) Framework for Social Studies State Standards call for students to recognize societal problems; ask good questions and develop robust investigations into them; consider possible solutions and consequences; separate evidence-based claims from parochial opinions; and communicate and act upon what they learn. Most importantly, they must possess the capability and commitment to repeat that process as long as is necessary. Young people need strong tools for, and methods of, clear and disciplined thinking in order to traverse successfully the worlds of college, career, and civic life. These standards are organized into four dimensions: 1. Developing questions and planning inquiries; 2. Applying disciplinary concepts and tools; 3. Evaluating sources and using evidence; and 4. Communicating conclusions and taking informed action (National Council for the Social Studies, 2013).

Rationale for Integrating Arts and Humanities Standards. The arts and humanities are often taught hand in hand because the unique processes of writing, reading, and researching symbiotically support artistic processes of describing, interpreting, and evaluating. Definitions of text now include a range of media, and literacy has come to embrace visual and auditory information beyond the written word. Research tells us arts integration with young children can improve story recall, verbal skills, and understanding of written material. In particular, drama activities can improve social skills and language use for remedial readers. They also improve both attitudes toward reading and reading achievement for disadvantaged students (Deasy, 2002; Fisk, 1999). The arts support students as they activate schema, make inferences, and develop imagery when reading – all powerful tools to develop comprehension (Keene & Zimmerman, 2007). Research shows positive effects on both quantity (McNaughton, 1997) and quality (McKean & Sudol, 2002) when comparing the writing of children with arts experiences to those without. Finally, the arts provide students tremendous opportunities to experience empathy and perspective; foundational to social sciences. They provide opportunities to rehearse for life as learners making choices that impact others and explore their own identities.

For example, 4th grade students engage in an exploration: *How does the wind shape and reflect the culture of Hawai‘i?* Students learn a traditional chant that characterizes various winds in Hawai‘i, and in doing so, construct meaning behind the *kaona*, or the multiple meanings that lie within the expressive language in the poetry. They create their own metaphors, similes, and personifications of the wind. Next, they read *Calabash of the Winds*, the story of how Maui, ambitious to fly his kite high and fast, let loose the winds from *Ipu Nui* and destroyed the village. Students engage in tableaux (frozen, dramatic physical group images) to portray the interdependence of the all those within the village given their varying responsibilities. They role-

play within a town meeting to determine the how to create rules, establish order and develop consequences so that this type of destruction is not repeated. Through this inquiry, 4th graders:

- Demonstrate understanding of figurative language (CCSS.ELA-Literacy.L.4.5).
- Refer to details when drawing inferences from the text (CCSS.ELA-Literacy.RL.4.1).
- Determine a theme of a story, and summarize the text (CCSS.ELA-Literacy.RL.4.2).
- Identify evidence a speaker provides to support points (CCSS.ELA-Literacy.SL.4.3).
- Examine the origins and purposes of rules and laws (3C-D2.Civ.3.3-5).
- Explain how groups of people make rules to create responsibilities (3C-D2.Civ.4.3-5).
- Describe ways people are challenged by working together (3C-D2.Civ.6.3-5).
- Explain how people change rules and laws (3C-D2.Civ.12.3-5).
- Articulate the visual details of imagined worlds, and improvised stories (TH:Cr1.1.4).
- Collaborate to devise original ideas for a drama (TH:Cr2.1.4).
- Share small-group drama/theatre work, with peers as audience (TH:Pr6.1.4).

STEAM

Next Generation Science Standards (NGSS) are built upon a vision of what it means to be proficient in science; it rests on a view of science as both a body of knowledge and an evidence-based, model and theory building enterprise that continually extends, refines, and revises knowledge. It presents three dimensions combined to form each standard: 1. The practices describe behaviors that scientists engage in as they investigate and build models and theories about the natural world and the key set of engineering practices that engineers use as they design and build models and systems; 2. Crosscutting concepts have application across all domains of science. As such, they are a way of linking the different domains of science. 3. Disciplinary core ideas have the power to focus K–12 science curriculum, instruction and assessments on the most important aspects of science (NGSS Lead States, 2013). The practices, cross cutting concepts, and disciplinary core ideas in NGSS easily lend themselves to address the specific context of the people and environment in Hawai‘i, from *mauka* to *makai*.

Common Core State Standards – Mathematics (CCSS – MA) concentrate on a clear set of math skills and concepts. The standards encourage students to solve real-world problems. They endeavor to stress conceptual understanding of key ideas, but also organizing principles such as place value and the laws of arithmetic to structure those ideas. The Standards for Mathematical Practice describe varieties of expertise that mathematics educators at all levels should seek to develop in their students. These practices – such as problem solving, reasoning and proof, communication, representation, and connections – rest on important “processes and proficiencies” with longstanding importance in mathematics education (National Governors Association Center for Best Practices, Council of Chief State School Officers, 2010). Such practices can be easily applied as ethnomathematics to meet the interests and concerns of our unique place in the Pacific.

Rationale for Integrated STEAM Standards. Fusing STEM subjects (Science, Technology, Engineering, Math) with art addresses a popular and growing concern that our schools are failing to produce creative thinkers who will meet the demands of the future (Bronson & Merryman, 2010; Robinson & Azzam, 2009; Wagner, 2012). Creativity involves aspects of novelty, innovation, or ingenuity (often highly valued in the disciplines of art) and task-specific purposefulness to solve real-world problems (often valued in the fields of science and engineering). STEAM is an ideal place for creativity to thrive. Such integration has the potential

to help students make connections to the scientific practices needed to successfully meet the expectations of NGSS (Tzou, Conner, Guthrie, & Pompea, 2014), mathematical practices required of CCSS, and creative problem solving through visual and kinesthetic modalities.

For example, in a 4th grade STEAM project, students explore the question: *How does energy transform?* This inquiry challenges students to measure wind speed with an anemometer, represent and interpret the data they gather, engineer a wind turbine, interview engineers at a wind farm, process and reflect on information in science notebooks, improvise creative movement to represent energy, and create dance choreography to demonstrate the transformation of wind energy. Students engage in creative movement as a process for making sense out of crosscutting concepts such as energy and matter, and also choreograph and performed original dances to demonstrate their new understandings. Finally, students form an argument and about the use of wind for energy in Hawai‘i and present their ideas and performances through a *ho‘ike* to community members. Through this STEAM inquiry, 4th grade students:

- Use evidence to explain the speed of an object and energy of that object (NGSS - 4-PS3-1).
 - Make observations that energy can be transferred by electric currents (NGSS - 4-PS3-2)
 - Ask questions and predict outcomes about the changes in energy (NGSS 4-PS3-3).
 - Design, test, and refine a device that converts energy (NGSS 4-PS3-4).
 - Solve problems involving measurements and conversions (CCSS.Math.Content.4.MD.A.2)
 - Represent and interpret data (CCSS.Math.Content.4.MD.B.4)
 - Develop an idea for choreography based on the concept of energy (NCAS DA: Cr 1.1.4)
 - Demonstrate fundamental dance skills (NCAS DA:Pr5.1.4)
 - Revise movement based on peer feedback and self-reflection (NCAS DA: Cr3.1.4)
3. [A description of the materials that have been selected and an explanation that clearly demonstrates how the materials support the Academic Plan. For grade levels and courses that do not have curriculum materials selected, a reasonable and sound timeline and description of how the materials will be developed or selected and a list of individuals that will be involved in the development or selection process. If the proposed Academic Plan includes a *virtual or blended learning program*, include a clear description of the online learning curriculum program\(s\) and a reasonable rationale for the selection of the curriculum program\(s\).](#)

KA’s curriculum materials meet the following criteria: a) Aligned with course outcomes and standards (See II.B1 and II.B2); b) Designed to support students with diverse needs; c) Supported by research evidence; d) Articulated within and between grade levels; e) Connected across content areas; f) Open-ended for integration through the arts. While KA teachers use these materials to focus on the knowledge, skills and dispositions fundamental to each content area, they also integrate these materials to explore essential questions and enduring understandings that cut across content areas (Wiggins, 2007). Many of these materials are already organized to do so, with units of study anchored with big questions that tie together the STEAM subjects, or Humanities questions. These materials are not prescriptive in dictating *how* teachers should teach. They provide content worthy of exploration and pedagogical supports for teachers, but do not script the methods. Through the arts, KA teachers bring the content of these materials to life, providing students personal experiences from which they develop schema and make meaning out of overarching questions and concepts.

For example, 1st grade KA students read *Rain School* by James Rumsford, a story in the *Wonders* literature anthology to explore: *How do pictures tell stories?* (CCSS.ELA-

Literacy.RL.1.7). Students pantomime before, during and after reading *Rain School*. By making images with their bodies, students connect their own experiences with the illustrations in the story to help them describe characters, settings, and events. They engage in Visual Thinking Strategies (see B6) to describe and interpret both the pantomimes and the illustrations. In addition, KA teachers utilize curriculum materials that have been developed locally to help them ask and answer questions unique to Hawai‘i. These curricula challenge students to connect with the characteristics of our community, ecology, and history to define the place we call home. These place-based materials also encourage methodologies that extend beyond traditional print-based instruction; thus lending themselves well to arts integration. For example, through *mo‘olelo* (story), *mele* (song) and *ki‘i* (image) children with diverse interests and abilities come to understand dynamics of interdependence of the *loko i‘a* (fishpond) and represent a food chain of that ecosystem through a collaborative mural.

English Language Arts. Elementary (K-5): *Reading Wonders* is designed specifically for the Common Core State Standards for English Language Arts. Combining research-based instruction with new tools to meet today's challenges, every component and every lesson is designed for effective and efficient CCSS instruction. The range of reading and writing materials provide support for building a strong reading foundation, accessing complex text, finding and using text evidence, engaging in collaborative conversations, writing to sources. For Middle (6-8): *SpringBoard* is characterized by: a) content that is continuously informed by practicing teachers to work in the context of today’s classrooms; b) integration including vertical alignment so that all students benefit from coherence, rigor, and a consistent culture of high expectations; and c) technology that provides teachers and students with functionality that supports deep engagement with the text, standards alignment, and enhanced communication. A balance of investigative, guided, and directed activities build content knowledge, encourage exploration, modeling, collaboration, practice, and application. For reading assessment, the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) are a set of procedures and measures for assessing the acquisition of early literacy skills from kindergarten through sixth grade. They are designed to be short (one minute) fluency measures used to regularly monitor the development of early literacy and early reading skills. STAR Early Literacy is the most widely used computer-based diagnostic assessment for determining early literacy and numeracy progress for emerging readers in grades PreK-3. Educators receive valid, reliable, actionable data in about 10 minutes, so an entire class can be assessed in one period. Reading, writing, and speaking and listening curricula will be augmented with a library of literature written by authors of Hawai‘i for children of Hawai‘i. Examples of authors of local children’s literature include: Ikuwa, Rumsford, Matsumoto, Carolan, Avelino, Ka’awa, Kawai’ae’a, Kruger, and Keolanui.

Mathematics. In Elementary (K-5): *Investigations* materials are designed to support students to make sense of mathematics and become mathematical thinkers. It focuses on computational fluency with whole numbers as a major goal of the elementary grades. *Investigations* also develops important areas of mathematics—rational numbers, geometry, measurement, data, and early algebra—and connections among them. It emphasizes reasoning about mathematical ideas, and engages the range of learners in understanding mathematics. The 3rd edition of *Investigations* (Fall 2016) will maintain its standard of excellence as a focused, coherent program that embodies the Common Core State Standards for Mathematical Practice and aligns to the Content Standards. For Middle School (6-8) *SpringBoard* materials are characterized by: a) content that is continuously informed by practicing teachers to work in the context of today’s classrooms; b) integration including vertical alignment so that all students benefit from

coherence, rigor, and a consistent culture of high expectations; and c) technology that provides teachers and students with functionality that supports deep engagement with the text, standards alignment, and enhanced communication. A balance of investigative, guided, and directed activities build content knowledge, encourage exploration, modeling, collaboration, practice, and application. In assessment, *TenMarks* provides personalized online math practice and enrichment programs for first through twelfth graders using a structured approach of practice, on-demand hints, video lessons and real-time results. Aligned to CCSS, it provides immediate feedback through formative assessments.

Science. For all grades, *FOSS* is a research-based science curriculum for grades K-8 and an ongoing research project dedicated to improving the learning and teaching of science. *FOSS* program materials are designed to meet the challenge of providing meaningful science education for diverse students. Development of the *FOSS* program was, and continues to be, guided by advances in the understanding of how people think and learn. The *FOSS Next Generation K-5* program is the latest edition of *FOSS* for elementary classrooms, developed to meet the requirements of the Next Generation Science Standards (NGSS). Science curricula will be augmented with *Aloha Aina* (K-3) and *Malama Honua* (4-8), digitally available at ulukau.org. These curricula integrate traditional, ecological knowledge through science, culture, and the arts as place based learning. They also connect the classroom to the community and the unique places and people who are keepers of Hawaii's knowledge.

Social Studies. For all grades, TCI Interactive Text: *Social Studies Alive!* Materials teach students about the world around them in ways that make them excited to learn every day. Activities like the Revolutionary War tug-of-war capture their imagination and help them long remember key content. Lessons start with a big idea — Essential Question — and incorporate graphic note taking, group work, and step-by-step discovery. Students are the center of instruction that taps a variety of learning styles, allowing students of all abilities to succeed. At grade 4, *Hawaiians of Old—Nā Kānaka Maoli o ka Wā Kahiko* is the 4th edition of this history book. This textbook details the migrations, practices, lives, and societies of Hawaiian people before Western explorers arrived in the islands. The text incorporates many different perspectives about the history of Hawai'i during that time. This new edition uses Hawaiian language throughout. At grade 7: *Pacific Nations and Territories* offers information on all the island groups of Micronesia, Melanesia, and Polynesia, covering geography, geology, migration, history, climate, and pre-contact lifestyles. Additional Social Studies materials include: Classroom map, globe, compass, local and national newspaper subscriptions, monthly subscription to *Times for Kids*, and a subscription to *BrainPop*. Curricula will be augmented with *Imi ike: Systems and the Ahupua'a*, (digitally available at ulukau.org). This curriculum covers the physical system of the ahupua'a, the historic governance of the ahupua'a, and modern problems along with student recommendations. The goal of this curriculum is to bring traditional Hawaiian teaching and learning styles into the classroom.

Fine Arts. Instruments include hand percussion, orf instruments, recorders, ukulele.

Exemplars consist of: Dance DVD library (e.g. Alvin Ailey, Pilobolous, Black Grace, Merrie Monarch); Visual Arts Reprints (e.g. Honolulu State Foundation for Culture and the Arts collection including artists Kane, Pau, and Enos, classical paintings including Picasso, Van Gogh, Monet, and contemporary artists such as Kandinski, Ringgold, Pollock); Drama/Theatre DVD library (e.g. Marcel Marceau, Royal Shakespeare Company, August Wilson); Music CD/DVD library (e.g. STOMP, West African Rhythm, Vivaldi, Bocelli, McFerrin, Yo Yo Ma,

Chappelle, Kaapana, Makana). **Supplies** include: Drawing pencils, sharpie pens, permanent ink, white sulfite drawing paper, newspaper, tracing paper, card stock, tempera paints, watercolor paints, acrylic brushes of different sizes and shapes, watercolor paper, canvas, water-based printing inks, brayers, inking plates, Styrofoam for printing, linoleum for printmaking, linoleum knives, exacto knives, metal rulers, wood blocks, various printing papers, printing screens, clay, assortment of clay tools, clay glazes. **Mobile Technology Labs** include carts with a class set of 25 tablets, and a cart with a class set of 25 laptops.

4. A clear list of academic goals and targets and a description of how the proposed school assesses the progress of individual students, student cohorts, and the school as a whole on the identified goals and targets. The description must clearly explain the how the identified assessments will accurately measure progress toward the identified goals and targets.

KA has identified two overarching academic goals detailed here. The plan for assessing progress of individuals, cohorts, and the school as a whole is outlined in II.B5 and Attachment X.

SSP Goal # 1 – Student Success in ELA/Literacy, Math, and Science. Measure: SBAC in ELA, Math, and Science. Metric: Baseline – SY 2017-2018. Collect and assess data points for various cohorts. Minimum expected student gains per year (based on complex targets): 4% ELA/Literacy, and 5% Math. Target: KA will meet the goals set for Leilehua Complex schools. In year 3 and beyond, the culture-based, arts integrated curriculum coupled with RtI strategies will support students to exceed the complex targets

Goal # 2 – Academic growth of at least one (1) year in Reading and Math. Measure: DIBELS, STAR, TenMarks. Metric: Baseline collected followed by quarterly reports. Target: Goal allows KA to demonstrate student growth on an individual and cohort basis, thus ensuring clearly visible and attainable targets for students and their families

5. A clear and comprehensive description for how instructional leaders and teachers will use student data to administer, collect, and analyze the results of diagnostic, formative, benchmark/interim, and summative assessments to inform programmatic and instructional planning decisions and make adjustments to curricula, professional development, and other school components. The description must clearly explain the roles and responsibilities of the instructional leadership team in overseeing teachers’ progress toward helping students meet their identified goals and targets and clearly describe the formalized process and supports that will enable teachers to reflect on student progress and adjust their instruction accordingly.

At KA, students develop a growth portfolio with evidence of content integrated arts processes and products, along with self-assessments, reflections, and future goals. Well-designed portfolios represent contextualized learning that requires complex thinking and expressive skills. Starting in kindergarten, teachers explicitly guide students in understanding the purpose of the portfolio and developing the skills for meeting explicit criteria to meet grade level expectations. Students will populate and review their portfolios quarterly, developing awareness of their learning process and deepening their understanding of core arts strategies. Portfolio artifacts will include students’ artwork, video clips of dance and drama projects, audio, creative writing, and verbal and written responses to artwork. For example, a typical 4th grade student’s arts integration may contain the following artifacts for the first quarter:

First Quarter Arts Integrations Portfolio: Table of Contents		
Artifacts	Description	Standards
1. Cover Page	A checklist of criteria for quality portfolio accompanied with Q1 class goals & individual student goals.	
2. Drawing: Leaf	Photograph of an oil pastel drawing, including scientific observations, labels and questions.	NGSS.4LS1-1, CCSS. MATH. 4.NF.B.3.d, NCAS.VA:Cr3.1.4
3. Painting: Mauka & Makai	One photograph of a painting of the ocean juxtaposed with another painting of the mountain (including foreground, middle ground, and background) with contrasting use of arts media.	NGSS.4-ESS2-1, C3. D2.Geo.2.3-5., NCAS.VA:Cr2.3.4, NCAS.4. VA:Cr2.1.4, NCAS.4. VA:Cr3.1.4
4. Drama: Ahupua‘a	A photograph of a tableaux depicting roles and responsibilities of various groups in the ahupua‘a, including writing-in-role: a day in the life in ancient Hawai‘i.	CCSS. ELA-Literacy.W.4.2, CCSS.ELA-Literacy.W.4.3, C3.D2.Geo.4.3-5., NCAS.4., TH:Cr1.1.4, NCAS.4. TH:Cr2.1.4,
5. Music: Oli & Mele	One audio clip of the class’s oli and mele performed chorally, another audio clip with one phrase individually performed, with an explanation for how this phrase was selected.	C3.D2.Geo.5.3-5, NCAS.4. MU:Pr6.1.4, NCAS.4. MU:Pr4.1.4
6. Dance: Ka Makani	A video clip of student improvised creative movement of varying types of wind, with a poem integrating vocabulary of dance with descriptions of winds.	NGSS – 4-PS3-2, CCSS.ELA-Literacy.L.4.5, NCAS. DA:Pr4.1.4, NCAS.DA:Cr2.1.8
7. Reflection	A written self-reflection of Q1 arts integration experience with reference to artifacts.	NCAS. Anchor Standard #9: Apply criteria to evaluate artistic work.
8. Self-Assessment	A rubric with self-assessment of creative processes and products as well as the criteria of a quality portfolio, including goal setting for Q2.	

For the arts integration portfolio, teachers create developmentally appropriate performance rubrics with clear criteria for achievement as a grade level, articulated and aligned between grade levels. Teachers facilitate portfolio sharing among cohorts of students, who articulate strengths and areas for growth. Teachers also conference with individual students semi-annually before presenting portfolios to families during parent-teacher-student conferences. Finally, teachers meet in professional learning communities to engage in protocols to analyze the results of their portfolio assessments and engage in qualitative analyses of exemplars.

The School will participate in and comply with all federal and statewide assessments under the Strive HI Performance System. In addition to the data collected from the statewide assessments, KA will monitor the academic growth of the school, including individual students and subgroups utilizing the Hawai‘i Growth Model tools, such as the Longitudinal Data Systems (LDS). Universal screening in reading and math, as well as teacher created assessments, with the framework of triangulation of data, C.O.P. (Conversations, Observations, Performance/Products) will inform teachers. School staff will collaboratively

use the data to guide and enhance instruction to meet the needs of all students. KA uses DIBELS, STAR and TenMarks to regularly monitor all students. These instruments have a record of validity and reliability. Additionally, the tests align with the Common Core Standards. Students will be assessed three times per year for universal screening (early identification) and general education progress monitoring using the online computer programs. We track students over time: those who are performing above grade level are assessed monthly; those performing at grade level are assessed every two weeks, and those performing below grade level are assessed weekly. We monitor at-risk students closely, evaluate the effectiveness of instructional strategies, write individualized goals with the students and provide a system to report results to students, parents, teachers and administrators. KA teachers also support students with a variety of formative and summative assessments to determine student growth and ensure progress monitoring within their class. School-based assessments to be used in all courses may include: weekly teacher-generated quizzes; unit assessments and chapter tests; class projects and/or investigations based on thematic units of inquiry; class participation rubrics; and arts integration portfolios.

Hawai'i State assessment will be provided by the SBAC for grades 3-8 (reading and mathematics) and grades 4 and 8 (science). KA will administer the assessments authorized by the State's accountability system, and comply with all required state assessments aligned with schedules provided by the Hawai'i Department of Education and any other authority as may be applicable. Strive HI Performance Index measures provide a summative snapshot of the school's progress. These measures include: Student achievement (proficiency scores on SBA and HAS Science), Growth (measuring individual student's growth in learning from year to year), Readiness (attendance & Gr. 8 ACT scores), and Achievement Gap (the achievement gap between "high needs and non-high needs" students). Longitudinal data analysis, per Hawai'i Growth Model tool, LDS, will be collected annually to measure success and will consist of:

1. A pupil baseline developed during the first year using testing results.
 2. A comparison of annual results with the baseline scores to assess progress.
 3. Grade-level and school composite scores.
 4. A graph of annual results showing year-to-year change.
 5. A graph of school scores relative to state and national averages.
 6. Sub-analysis of a variety of variables to identify areas for improvement.
6. A clear description of the instructional strategies that the proposed school will use that adequately explains how these strategies support the mission, vision, and academic philosophy of the proposed school and are well-suited to the anticipated student population. The description must also include the interventions and modifications that will be made to instructional strategies if students are not meeting identified goals and targets. If the proposed school's Academic Plan contains a *virtual or blended learning program*, the description must adequately explain how the proposed instructional strategies will work with the online learning components to result in a coherent instructional program.

KA is inspired by a school close to home with a proven track record of success; Pomaika'i Elementary School on Maui has developed a model in which: a) all teachers are trained and supported in arts integration throughout the year; b) part-time arts specialists provide instruction in discrete art forms; c) all students receive residencies from local teaching artists; d) the arts, culture, land, and history of Hawai'i are central to learning. This model is unique

because students are engaged with traditional practices (such as oli, hula, and mo‘olelo) and also express their identities as children of Hawai‘i through student-centered practices such as creative movement, drama, and original song composition. The strong emphasis on the arts as an expression of identity, community and culture is essential for meeting the needs of our anticipated student population at KA.

KA’s instructional strategies include those that are art specific and others more broadly established as best practices. What’s more, arts integration practices often cross over with general education frameworks and strategies. General instructional strategies that complement the arts integration core of KA’s academic philosophy include but are not limited to:

Differentiated Instruction (DI): DI embraces cultural, familial, and academic differences among students. Teachers modify instruction to address the naturally occurring diversity in their classrooms while meeting curricular objectives. DI “focuses on the quality of activities versus the quantity of work assigned” (Smith & Throne, 2007). The arts provide teaching methods for designing lessons based on students’ learning styles, grouping students with arts-alike interests and skills, formatively assessing student understanding, and developing a safe and supportive environment to support student differences. **Place-Based Learning:** Place-based learning involves students in the civic life of their community. It immerses students in local heritage, cultures, landscapes, opportunities and experiences, using these as a foundation for the study of subjects across the curriculum (Place-based Education Evaluation Collaborative, 2010). As an integral component of culture, the arts provide windows for peering into peoples and places both close to home and around the globe. **Project-Based Learning:** Project-Based Learning is a student-centered strategy that requires students to conduct investigations independent of the teacher, unless otherwise directed or guided through the process of discovery. Students learn to ask and answer their own questions through a process of research and discovery. The arts provide strong means of communication for students to share their discoveries with others. **Cooperative Learning:** Small, heterogeneously grouped students work on questions and problems together to improve their understandings of a topic. Students tackle problem solving in collaborative groups and explain, act, and create their responses. Performing arts experiences require students to collaborate, communicate, compromise, and coordinate – all skills essential for cooperative learning experiences. **Visual Representations:** Students use visual tools and manipulatives in the process of learning. For example, problem-solution organizers, spider webs, diagrams, concept maps, drawings, charts, thinking maps, graphic organizers, sketch to stretch, storyboards, foldable can be used in the discovery and problem-solving stages of learning. Through the arts, students enact ideas, embody models, and draw visual representations of stories, systems, and concepts. **Inquiry Learning:** Students engage multiple thinking processes, constructivist practices, investigations, and explorations to socially construct knowledge. They use inductive and deductive reasoning to question current events, predict the outcomes of stories, or find new ways to solve math problems. The arts nurture creativity, innovation and a sense of wonder inherent in an inquiry process. **Technology-Based Instruction:** When technology supports interactive learning environments, it leads to higher engagement and learning gains. Students play an active role in their learning and receive frequent, personalized feedback through technology that they also critically analyze and actively create media messages. Through technology, teachers can connect classroom activities to the world outside the classroom. The arts support the production of media by helping students present their ideas with confidence (through vocal and physical skill building), providing them with creative tools, and challenging them to “read” visual and audio media as one might read a book. Examples of integration

strategies specific to arts disciplines include: **Visual Thinking:** Students develop creative, analytical, interpretative skills when responding to artwork of others, whether the artist is a peer or a master. The learning goal of this response process is not to seek “right” answers or reward students for their prior knowledge. The quality of this interaction is dependent upon detailed observation, precise language, and the ability to infer meaning based on evidence. Students develop a healthy curiosity by questioning and imagining possibilities. Skills embedded in this protocol are valuable in the development of critical literacy, connecting well with English Language Arts. **Role-Play:** In role-play, students are invited to explore situations assuming different characters. Students respond as that person would think, feel, and speak expressing attitudes, and point of views in response to questions, situations, relationships, and problems to be solved. Role-play builds an understanding and empathy for people encompassing historians, scientists, math thinkers, and characters in literature (The Right Brain Initiative). **Tableaux:** Individuals, pairs, small groups, or the full group creates an image or “human statue” using their bodies. The image crystallizes the dynamics of relationships, ideas, or feelings around an issue. Tableaux can communicate more than words alone as participants interpret subtle and complex ideas, making them concrete. **Expressive Movement:** Expressive movement can be used to represent ideas, feelings, concepts and actions. The representation can be literal or abstract. Expressive movement may consist of body shapes, movements, sequences of shapes, sequences of movements, sequences of shapes and movements, and freezes. For example *ABA* is a simple compositional form that can be created individually, with a partner, or in small groups. It has an A movement phrase, a B movement phrase, and a return to the A movement phrase. *Move and Freeze* is an exploration of independent, spontaneous movement to represent concepts or ideas. **Expressive Percussion:** Expressive sounds, sequenced into rhythm, can represent characters, moods, or actions. Students may generate sounds through body percussion, found objects, created instruments, or percussion instruments. By creating short phrases of sound and silence, a student demonstrates understanding of concepts. **Drawing:** Students observe shapes, perspectives, and proportions closely in order to represent objects or settings through drawing. They may use a variety of art media to draw, such as pencils, pastels, or crayons and may draw through a variety of strategies and techniques. *Gesture Drawing* requires spontaneous, quick lines to represent shapes and actions. In *Contour Drawing*, the artist sketches the contour of a subject by drawing lines that result in a drawing that is essentially an outline. Alternatively, students might utilize *Shape Within a Shape* to recognize the basic geometric shapes that lie within figures and settings.

KA’s classrooms will be filled with students who have unique linguistic and cultural backgrounds, diverse skill sets, and individual interests. Universal Design for Learning (UDL) suggests any classroom includes multiple, natural and intersecting variations among learners, and the arts will enhance KA’s ability to respond to that variability: “The arts push us to recognize and consider the multiple, flexible ways in which people learn and interact with the world” (Glass, Meyer & Rose, 2013). UDL provides a Tier 1 foundation for meeting the needs of all students through arts and technology, regardless of their strengths and struggles. However, when students do struggle, the school will identify them through a process of universal screening (see II.B5). Students performing below baseline and not making progress will receive interventions and supports through Response to Intervention (RtI) process. Teachers use evidence-based practices (EBPs) to guide Tier 2 and Tier 3 interventions. For example, struggling readers at the end of Kindergarten are identified through a DIBLES assessment and those who are reading below

baseline will be provided *Sound Partners* tutoring. EBPs, such as *Sound Partners*, have proven successful in accelerating low-performing students, especially in reading and mathematics. Importantly, struggling students will not be removed from the classroom during arts integrated instruction to receive their interventions, as is often the case in traditional education settings. The arts will continue to provide students with options for representation, engagement, and expression.

7. Graduation Requirements.

- a. A clear description of the course and credit requirements for graduation, including a description of how GPA will be calculated, that meets BOE's graduation requirements.
- b. If graduation requirements for the proposed school will differ in any way from BOE Policy 4540, an explanation of how they will differ (including exceeding BOE graduation requirements), including compelling reasons and justification for the differences, and a reasonable and sound plan for adjusting graduation requirements (including any necessary adjustments to other components of the Academic Plan) in the event the BOE does not grant a waiver from its policy.

These criteria are not applicable because the proposed school is K-6 and eventually K-8.

8. Virtual and Blended Learning.

This is NA. The proposed school doesn't contain a virtual/blended learning program.

If the proposed school's plan contains a *virtual or blended learning program*, as defined in the RFP:

- a. A clear overview of any *virtual or blended learning program* that is adequate for the anticipated student population and clearly demonstrates that all students receive adequate support, including:
 - i. A description of the level of instruction that uses *online learning* methods (*e.g.*, unit/lesson, single course, entire curriculum);
 - ii. A description of the general organization of the *online learning* schedule (*e.g.*, fixed daily schedule, modified schedule, open entry/open exit), including an adequate explanation of how schedules will be modified, if at all, for students that fail to meet learning goals;
 - iii. For *blended learning programs*, an explanation of whether and how the program enhances or transforms classroom instruction or does both;
 - iv. A description of the teacher's role (*e.g.*, teacher leads instruction, teacher supports instruction, no teacher involvement), the student's role (*e.g.*, teacher driven learning, teacher guided learning, independent learning), and the parent's role (*e.g.*, are not support required, parent support recommended, no parent involvement) in any *online learning* program;
 - v. A description of the degree of support provided to students using any *online learning* program (*e.g.*, little or no support, school based mentoring support, school or home mentoring support); and

- vi. A description of the student to teacher ratio in the *online learning* program (e.g., traditional classroom ratio, 2-3 times traditional classroom ratio, instructional helpdesk model).

NA. The proposed school doesn't contain a virtual/blended learning program.

- b. A video demonstration, as a URL to a video on a browser-viewable platform (like YouTube), of the proposed *virtual or blended learning program* curriculum that clearly portrays the student and teacher experience with the *online learning* curriculum, including both the student and teacher user interfaces.

NA. The proposed school doesn't contain a virtual/blended learning program.

- c. For *blended learning programs*, a reasonable and sound description of how classroom instruction and the *online learning* components will be seamlessly integrated to result in a coherent instructional program.

NA. The proposed school doesn't contain a virtual/blended learning program.

- d. An explanation of how the proposed school will define, monitor, verify, and report student attendance (e.g., seat time, logins), student participation in a full course load, credit accrual, and course completion that provides sufficient evidence that all students will be accounted for and engaged in a complete and rigorous educational program.

NA. The proposed school doesn't contain a virtual/blended learning program.

- e. A description of the proposed school's online attendance policy that adheres to state and federal reporting requirements.

NA. The proposed school doesn't contain a virtual/blended learning program.

- f. A sound plan for administering and proctoring mandated assessments, including a reasonable budget that is reflected in the Financial Plan Workbook.

NA. The proposed school doesn't contain a virtual/blended learning program.

- g. A reasonable plan to uphold the academic integrity of the *virtual or blended learning program* that describes the systems and procedures for validating the authenticity of student work.

NA. The proposed school doesn't contain a virtual/blended learning program.

- h. An adequate explanation of measures the proposed school will take to ensure student safety, both technologically and educationally, that are compliant with applicable federal privacy laws (FERPA, CIPPA, and COPPA).

NA. The proposed school doesn't contain a virtual/blended learning program.

- i. An adequate explanation of how the proposed model ensures that there are minimal interruptions to learning, should technological challenges arise, including a description of

the plan for technical support and troubleshooting for students, teachers, parents or guardians, and administrators.

NA. The proposed school doesn't contain a virtual/blended learning program.

- j. A clear description of the platform dependencies for the proposed curricular materials and instructional strategies and an adequate explanation of how the proposed technology selection supports those dependencies. (For example, the proposed curriculum runs a Microsoft Windows-based application, and therefore requires Windows-compatible laptops and tablets rather than iPads.)

NA. The proposed school doesn't contain a virtual/blended learning program.

C. Special Populations and At-Risk Students

1. An outline of the overall plan to serve *educationally disadvantaged students* and students with special needs that demonstrates an understanding of, and capacity to fulfill, state and federal obligations and requirements pertaining to *educationally disadvantaged students* and students with special needs, including but not limited to the following subgroups: students with IEPs or Section 504 plans; ELL students; students performing below grade level; students identified as intellectually gifted; homeless students; and students at risk of academic failure or dropping out. The plan must identify any other special needs populations and at-risk subgroups that the proposed school expects to serve, whether through data related to a specifically targeted school or geographic area or more generalized analysis of the population to be served, and describe the evidence or data that was used to determine that the proposed school should anticipate serving the population.

As cited in the Kennedy Center's 2012 report, "The Intersection of Arts and Special Education: Exemplary Programs and Approaches," "for all students whether integrated into the curriculum or taught as a separate subject, can lead to increased academic, social and functional skill development and knowledge (Catterall, 2009; Deasy, 2002). Furthermore, "for students with disabilities, knowledge and skill development gained through the arts can play a crucial role in their overall success (Hillier, Greher, Poto, & Dougherty, 2012; Mason, Steedly, & Thormann, 2008). KA will meet the diverse needs of all students by providing curriculum, daily schedule, instructional needs strategies, and resources differentiated for all students. KA will support the least restrictive environments, as appropriate, to increase interactions of students of special populations with general education students. For students with IEP's, KA will work closely with the District Educational Specialist (DES) to provide appropriate services in inclusion environments as required by students' IEPs. During Year 1, KA will work with the DES to ensure that the student will receive resource room services at his/her home school. Related services (e.g. speech and language therapist, occupational therapists, etc.) will be provided according to students' IEPs. Accommodations for English Language Learners (ELL) and other special population students (at-risk, intellectually gifted, 504, etc.) will be provided in an inclusion setting by the general education teacher. KA's general program of instruction for students of special populations shall be responsive to the required sequence of courses and related curricular activities provided for all students. Instructional methods will utilize validated research-based methods, instructional techniques, and curriculum including differentiated instruction and

explicit intensive validated instruction (see intensiveintervention.org). All students will be universally screened in the beginning of the school. Students identified as academically at-risk will be referred to the Response to Intervention (RtI) team. The RtI team will notify parents that their child will be entering the RtI program that provides interventions in areas of deficit. The RtI team writes a goal for the student in the area of deficit, provides intensive interventions, and monitors progress and growth weekly. Student progress is monitored every four weeks to adjust instruction. After 12 to 16 weeks of intervention, the RtI team either continues with RtI or refers the student to the school psychologist for an evaluation. KA will adhere to the provisions of IDEA, ADA, and Title III to assure all students with disabilities, 504, ELL, etc. are accorded a free, appropriate public education (“FAPE”).

Example of General Process for Special Education Identification and Support: Initial referral process for special education begins with a Prior Written Notice to the parent to meet, review RtI data, and to sign Consent to Evaluate. Initial referrals for evaluation for special education services will be supported by documented interventions such as the Response to Intervention (RtI) model approach, using data to identify student strengths and weaknesses or as otherwise appropriate, so long as it is consistent with state and federal law. The multi-disciplinary team will include the parent, general education teacher(s), designated specialists/interventionists, school psychologist and DES. Team meetings will review prior interventions, accommodations and modifications and recommend further interventions as appropriate. Upon review of accumulated data, observation and review of records, the team may determine that assessment is necessary to determine possible eligibility for special education programs and related services. Assessments will be conducted, within legal timelines, after receiving the parents’ written consent. For identification purposes, initial evaluations will be comprehensive and include assessing all areas (e.g. cognitive, academic, behavioral, health and development, adaptive, and emotional) assessments that are considered best practice or mandated by state law for the eligibility area. All students will be assessed using validated, standardized assessments to prevent misidentification. A licensed school psychologist will give all assessments. Consistent with federal and state special education laws and regulations regarding the IEP process, the IEP team will convene and make decisions regarding eligibility, goals, program (including staffing and methodology), placement at the school, and/or exit from special education.

Compliance with Special Education Regulations: KA will comply with the applicable requirements of Section 504, the ADA and all OCR mandates for students enrolled in the KA. A 504 plan will provide accommodations to provide access to the general education learning environment. A 504 meeting begins with a Prior Written Notice to the parent to meet, explanation of Procedural Safeguards, review of medical records or parental concerns for the need of a 504. The 504 Plan is written by the 504 team that includes the parent, general education teacher, and 504 administrator. The 504 plan will be reviewed and updated at least once annually. Copies of all 504 plans will be given to the general education teachers.

Example of Support for Other Diverse Learners: All students upon enrollment are provided an A Home Language Survey (HLS) as part of the registration packet. Based on the answers provided to the questions in the HLS, students are administered the WIDA ACCESS screener for English proficiency and may qualify for ELL services. Eligible students are provided services based upon their needs through differentiated instruction and other best practices. KA will serve the needs of students who are gifted and talented. It is expected that

after the first year, Special Education services will be funded by the DOE and additional Special Education staff may be hired through this funding. Classroom teachers will be encouraged to gain certification in ESL/TESOL. Certified paraprofessionals will provide support. Instructional Approach for Special Populations: KA's general program of instruction for students of special populations shall be responsive to the required sequence of courses and related curricular activities provided for all students. Best practices that utilize validated research-based methods, instructional techniques, and curriculum including differentiated instruction and explicit intensive validated instruction (see intensiveintervention.org). Progress monitoring will ensure that students are receiving the appropriate continuum of services and equitable access to the general education curriculum. Progress monitoring by special education staff will be done on a weekly basis to determine the effectiveness of the instructional program. Adjustments to instructional program will be made as student progress or lack of progress is determined based on progress monitoring. Revisions to IEPs will occur as adjustments are needed to student's academic program towards a more or less restrictive environment based on progress. Assessment and standardized testing procedures shall be implemented, including guidelines. IEP teams will meet annually to review and revise the student's IEP. Every three years as mandated by IDEA, a reevaluation will take place to reassess the student and determine continued eligibility under IDEA. Annual meetings will be held with the parent and teaching staff to update the 504 Plan. ELL students will be progress monitored regularly as all of our students will be through the chosen standard to monitor their academic gains. ELL students will take the WIDA ACCESS each year for reclassification. The ACCESS assess the pupil's proficiency to comprehend, speak, read and write English. The pupil obtains a score on the examination that is equal to or greater than a score for a person who is fluent in speaking, reading and writing English. KA will monitor any student reclassified as ELL who has not yet met exit criteria. Once a student meets language proficiency, KA will continue to monitor these students for a minimum of two years. The purpose of this monitoring is to ensure that the students' academic grades do not fall and that they are no longer in need of language acquisition assistance.

2. For **each** of the aforementioned subgroups of students with special needs (and any other subgroups the applicant identifies), a comprehensive and compelling plan or explanation for:
 - a. The percentage of the anticipated student population that will likely have special needs and how the evidence or data that was used to make this determination was derived;
 - b. The curriculum, daily schedule, staffing plans, instructional strategies, and resources that will be designed to meet the diverse needs of all students;
 - c. Methods for appropriate identification of potential students with special needs, how these methods will be funded, and how misidentification will be avoided;
 - d. Specific instructional programs, practices, and strategies the proposed school will employ to do things like provide a continuum of services; ensure students' equitable access to general education curriculum; ensure academic success; and opportunities the proposed school will employ or provide to enhance students' abilities;

- e. Monitoring, assessing, and evaluating the progress and success of students with special needs, including plans for ensuring each student with special education needs attains IEP goals and for exiting ELL students from ELL services;
- f. For proposed schools that have a high school division, plans for promoting graduation;
- g. Plans to have qualified staff adequate for the anticipated special needs population, especially during the beginning of the first year; and
- h. If the proposed school’s plan contains a *virtual or blended learning program*, a clear description of how the virtual component addresses students with special needs, which may include IEP meetings and modifications, as necessary, for transitioning to a fully or partially online learning program.

a. Based on available statistical data (ARCH SY 2014-2015), KA anticipates serving the following special needs student populations:

Student Population	Percentage	Number	Evidence
IEP	10.8%	10-15, initial year	Complex Area Trend Report for 2014-15
504 Plan	2.0 – 3.0 %	3-5, initial year	Complex Area Trend Report for 2014-15
GT	5.0 – 8.0%	7-12, initial year	Unable to find hard data
Homeless	1%	1-2, initial year	Hawaii Report (National Center on Family)
ELL	4%	5-6, initial year	Complex Area Trend Report for 2014-15

b. KA will meet the diverse needs of all students by providing research-based best practice curriculum as described and outlined in II. Academic Plan, B. Curriculum and Instructional Design. The daily schedule maximizes student achievement and mirrors the HSTA collective bargaining agreement.

SY 2017 – 2018 KA Grades K – 8 Bell Schedule

	Time	M, Tu, Thu, F			Time	Wed	
		Instr.	Non-Instr.			Instr.	Non-Instr.
Opening	7:45 – 8:00		15	Opening	7:45 – 8:00		15
Block 1	8:00 – 9:15	75		Block 1	8:00 – 8:54	54	
Recess	9:15 – 9:30		15	Passing	8:54 – 8:59		5
Block 2	9:30 – 10:45	75		Block 2	8:59 – 9:53	54	
Recess	10:45 – 11:00		15	Passing	9:53 -9:58		5
Lunch	11:00 – 11:30		30	Block 3	9:58 – 10:52	54	
Block 3	11:30– 12:45	75		Recess	10:52 – 11:07		15
Block 4	12:45 –2:00	75		Lunch	11:07 – 11:37		30
Dismissal	2:00			Block 4	11:37 – 12:30	53	
Teacher Prep	2:00 – 2:45		45	Study Hall/ Activity	2:30 – 1:15		45
				Dismissal	1:15		

				Teacher Prep	1:15 – 2:00		45
				Meetings	2:00 – 2:45		45
Total		300	120			215	205

Student day begins at 7:45 and ends at 2:00 daily, except Wednesday (1:15). This schedule provides 2100 weekly minutes of instructional time (1415) and non-instructional time (685). As the Department issues additional regulations and/or policies, the school day will be adjusted to reflect those changes.

SY 2017 – 2018 KA – Grades K – 8 Bell Schedule: Option 2 (1525 Instructional Minutes)

	Time	Mon., Tues, Thurs., Fri.			Time	Wednesday	
		Instruc tional	Non- Instr.			Instruc tional	No n-Inst r.
Opening	7:45 – 7:50		5		7:45 – 7:50		5
Block 1	7:50 – 9:10	80			7:50 – 9:02	72	
Recess	9:10 – 9:25		15		9:02 – 10:13	71	
Block 2	9:25 – 10:45	80			10:13 – 10:28		15
Recess	10:45 – 11:00		15		10:28 – 11:39	71	
Lunch	11:00 – 11:30		30		11:39 – 12:09		30
Block 3	11:30– 12:45	75			12:09 – 1:20	71	
Block 4	12:45 – 2:00	75			Dismissal	1:20	
Dismissal	2:00				Teacher Prep	1:20– 2:05	45
Teacher Prep	2:00 – 2:45		45		Meetings*	2:05 – 2:45	40
Total		310	110			285	135

* Wednesday meeting time adjusted to allow for instructional minutes as required by Act 167 as well as to honor the Teacher Prep time as required by collective bargaining. Per Act 167, schools are required to implement a 180-day school year that includes 1080 hours beginning with the 2016-2017 school year. “Those hours include all times that students are on campus, including recess and lunch, and absorbing the [General Learner Outcomes](#)”. There appears to not be agreement on this definition. The following chart depicts instructional time requirements pursuant to changes made by Act 21:

School Year	Elementary Schools	Secondary Schools
2015-2016	A minimum of 915 student hours (302A-251(b)(2), HRS). 180 days , excluding professional development days and other non-instructional days negotiated pursuant to chapter 89, HRS (302A-251(a), HRS)	A minimum of 990 student hours (302A-251(c), HRS). 180 days , excluding professional development days and other non-instructional days negotiated pursuant to chapter 89, HRS (302A-251(a), HRS)

2016-2017 and forward	A minimum of 1080 student hours (302A-251(d), HRS). 180 days , excluding professional development days and other non-instructional days negotiated pursuant to chapter 89, HRS (302A-251(d), HRS)	A minimum of 1080 student hours (302A-251(d), HRS). 180 days , excluding professional development days and other non-instructional days negotiated pursuant to chapter 89, HRS (302A-251(d), HRS)
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Please note: The hour requirements as listed in the law represent the **minimum** number of required hours. Schools may include more hours, provided that the total amount of time does not violate the relevant Collective Bargaining Agreement. The school will devote a minimum of 1415 minutes of instructional time and 1525 minutes of student learning time per week.

In addition to the regular staffing allocation and to meet the diverse needs of all students, KA will include an Arts Integration Specialist and Special Area Teachers for the initial year of operation. KA will provide the least restrictive environment as appropriate to increase interactions of students of special populations with general education students. For students with IEP's, service will be provided in inclusion environments as required by students' IEPs. In the event that a student requires a resource room setting, KA will work with the DES to provide a resource setting at the student's home school. Related services (e.g. speech and language therapist, occupational therapists, etc.) will be provided according to students' IEPs and will be delivered by the appropriate complex area specialist (speech and/or occupational therapists, etc.). ELL students and other special population (at risk, intellectually gifted students, 504, etc.) will have accommodations provided in an inclusion setting by the general education teacher.

c. KA will adhere to the provisions of IDEA, ADA, and Title III to assure that all students with disabilities, 504, ELL, etc. are accorded a free, appropriate public education ("FAPE"). For special education this includes related services. The School will also ensure that no student otherwise eligible to enroll in their KA will be denied enrollment on the basis of their special education status. Upon enrollment, parents will be asked to provide current copies of IEP, 504, and/or other accommodation plans.

Example of General Process for Special Education Identification and Support: Refer to II.C.1, Special Populations and At-Risk Students for an example of this process.

d. The continuum of services offered by KA begins in regular education classes. Arts integration provides learning pathways for all students, including those who struggle. (See response to II.B6 for a description of how arts integration meets the needs of diverse students.) A universal progress monitoring assessment will be administered to all students monthly. The data will be analyzed during the quarterly "Data Day", which allows the school to discuss children scoring in the bottom 15%, or another cut score as determined by the school. Students scoring in the bottom 15% and failing will be discussed and an intervention plan will be developed to help the student gain academically or behaviorally. In general education, daily intervention periods provide specific instructional level academics to all students. In addition, after school tutoring clubs and online learning programs provide instructional level interventions. Students not showing progress with universal progress monitoring will be placed in the RtI program. During RtI, a goal is written in the deficit academic area, the student is provided with additional interventions, and the student has weekly progress monitoring related to the goal. The data is graphed and every

analyzed every 6-8 points. A lack of progress as indicated by the points plotted on the grade level trend line will result in a review of the plan and one or more of the following interventions: increased intensive instruction, time in RtI sessions or review of and adjustments to teaching methodology. If after 12-16 data points, the student's graph still shows a lack of progress, the student will be referred to the designated DOE Student Services Coordinator for possible testing. Once the student is in special education, the student will receive support in regular education with supplementary aides and services. Progress monitoring continues. If student shows no academic growth, resource room is added. Resource Room can be added up to 50% of the day to provide the necessary interventions to show academic growth. Students with severe intellectual disabilities also can benefit from combining inclusion with resource room. In the regular education classroom, using peer-assisted learning and online programs can help the student remain with typical peers and receive intensive instructional level instruction. Students with severe emotional disabilities also can benefit from combining inclusion with resource room. In addition, a mentor will be assigned to the student and daily progress monitoring sheets will ensure a secure and consistent line of communication between the school and home. Parents will be expected to take an active role in supporting their child's progress. Depending on students' needs, the mentor will check the student at least three times daily or more as needed. In addition, the school counselor will help the family with locating appropriate community support.

e. KA will conduct regular reviews of IEPs and 504 Plans as required by IDEA and the Hawaii Department of Education policies and regulations. Collaboration between Regular Education teachers, special education teachers, and related service personnel is necessary for student growth. General Education teachers post their lesson plans through an online tool. Special Education teachers have access to this tool. During regularly scheduled meetings the Special and General Education teachers review students' IEP goals and the regular education teachers' lesson plans to interconnect the lessons. A collaboration plan is written, implemented, monitored, and re-evaluated as appropriate. Daily Special Education lessons are planned and provided to the General Education teacher and all instructional assistants that interconnect IEP goals and core instruction. KA encourages and expects team teaching and planning on a regular basis and will provide time as appropriate for these processes to occur consistently. IEP/504 timelines require regularly scheduled reviews of each plan. Should it be determined that an adjustment needs to be made to a plan, the District Educational Specialist will be contacted and a request will be made for testing as indicated. Such testing, if conducted, may result in the creation of a new plan, addition or removal of specific services or decertification. Regular meetings of the IEP team, classroom observations, anecdotal records, parent input, student work samples, and disaggregation of student performance data will provide the data points necessary to review and make informed decisions with regard to the student's progress toward IEP/504 Plan goals. KA is committed to providing our ELL community with quality services designed to enhance learning opportunities for all students. As with our IDEA/Section 504 population, a team that includes ELL and Regular Education teachers, educational assistants, and parents will design and implement an appropriate plan for each student to ensure optimal learning through scaffolding instruction to meet diverse needs. A variety of assessments will be used to determine ongoing progress. Assessments include but are not limited to:

- WIDA English Language Proficiency (ELP) Standards
- WIDA Consortium English Language Proficiency Standards Resource Guide

- Hawaii English Language Proficiency Standards (HELPS)
- Common Core State Standards

f. NA – KA is structured as a K-8 school.

g. During Year 1, KA will contract with District/Complex Area Special Education Office (DES) to ensure that all required special education and related services are being provided and that all IEPs and 504 Plans include the following:

- a statement of the child's present level(s) of educational performance
- a statement of annual goals, including short-term instructional objectives
- a statement of the specific special education and related services to be provided
- the extent that the child will be able to participate in regular educational programs
- the projected dates for initiation of services and the anticipated duration of the services appropriate objective criteria and evaluation procedures and schedules for determining, on at least an annual basis, whether the objectives are being achieved

Although general education teachers will be able to rely on the support of our in-house Special Education Teacher and (DES), KA believes it is important for all instructional staff to receive substantial professional development in the implementation of IEPs and 504 Plans and interventions in the classroom. Therefore, KA's administration will work closely with DES to provide training prior to the start of each school year to all staff on topics, such as IEP and 504 Plan implementation, evaluation and reporting requirements, and the necessity for confidentiality relating to student records. Additionally, the following will also be provided:

- assessment tools that evaluate student progress and provide individualized instruction
- real-time reporting that tracks progress and pinpoints areas of weakness so educators can appropriately and effectively intervene
- adaptable preferences that support each student's individual needs
- engaging and interactive programs that provide students with a personalized learning experience

Classroom teachers deliver appropriate interventions/accommodations for Section 504 students as specified in their 504 plans. They will also access LINCS (<http://lincs.ed.gov>), a federally funded professional development network that provides teachers of English language learners opportunities to engage in evidence-based learning activities that maximize student outcomes. **(English Language Learner University (ELL-U): [/programs/ell-u](#))**. Teachers will also use the Center on Instruction for English Language Learners <http://centeroninstruction.org/topic.cfm?k=ELL>

h. NA – KA will use several online curriculum tools as supplemental materials but does not plan a virtual or blended learning program.

3. A clear illustration of how the proposed curriculum and Academic Plan will accommodate the academic needs of students performing below grade level and a clear description of the supports and instructional strategies beyond special education that will support underperforming students in meeting and exceeding standards.

Arts integration practices, along with evidence-based practices and PBIS, create a strong instructional approach to develop the whole child. As referenced in KA 's Academic Philosophy (III.A.2), "the arts can engage students who are not typically reached through traditional teaching methods, including those from economically disadvantaged backgrounds, reluctant learners, and those with learning disabilities" (Deasy, 2002; Fiske, 1999; Stevenson & Deasy, 2005). The instructional strategies and behavioral management

strategies (PBIS) include research-based strategies that have proven effective for students at all levels (III.B.7). Students will be assessed throughout the school year (III.B.3-4) and teachers will use assessment data to guide instruction (III.B.3-4). Progress monitoring will ensure that all students and especially those who are at risk of learning, are not overlooked. Teachers will use a variety of strategies including differentiated instruction to target different levels of learners by providing enrichment to high performing students and remediation to lower performing students.

4. A clear description of how the proposed school will identify students who would benefit from accelerated learning opportunities through its assessment of students' needs, a clear illustration of how the proposed curriculum will accommodate those performing above grade level, and a comprehensive description of the supports and instructional strategies that will ensure these students are challenged and able to access the level of rigor that aligns with students' individualized needs.

A student who is gifted and talented will be provided differentiated educational activities weekly through accelerated learning activities, differentiation of curriculum, curriculum compacting, ability grouping, honors and/or advanced coursework, and real world immersion activities. Curriculum will be vertically and horizontally enriching, providing those students who have mastered the grade-level standards with a wealth of opportunities for extended learning beyond the classroom.

D. School Culture

1. A clear and coherent description of the shared beliefs, attitudes, traditions, and behaviors of the proposed school community, and a detailed plan describing how these shared beliefs, attitudes, customs, and behaviors will be developed and implemented and create a school culture that will promote high expectations and a positive academic and social environment that fosters intellectual, social, and emotional development for all students.

What makes Hawai'i, Hawai'i – a place unlike anywhere else – are the unique values and qualities of the indigenous language and culture. KA's shares beliefs, attitudes, traditions, and behaviors are rooted in Hawai'i and our school community. Na Hopena A'o (or HĀ) are six outcomes as described below, aimed to strengthen every student over the courses of his/her K-8 learning journey. When taken together, these outcomes become the core BREATH that every student can draw on for strength and stability throughout school and beyond. Underlying these outcomes is the belief that student need both social and emotional learning (SEL) skills and academic mindsets to succeed in college, careers and communities locally and globally. Thus, HĀ learning outcomes emphasize the competencies that include application and creation of knowledge along with the development of important skills and dispositions.

Strengthened Sense of Belonging. Every student stands firm in his/her space with a strong foundation of relationships. A sense of *Belonging* is demonstrated through an understanding of lineage and place and a connection to past, present, and future. S/he is able to interact respectfully for the betterment of self and others.

Strengthened Sense of Responsibility. Every student willingly carries his or her responsibility for self, family, community and the larger society. A sense of *Responsibility* is demonstrated by a commitment and concern for others. S/he is mindful of the values, needs and welfare of others.

Strengthened Sense of Excellence. Every student believes s/he can succeed in school and life and is inspired to care about the quality of his/her work. A sense of *Excellence* is demonstrated by a love of learning and the pursuit of skills, knowledge and behaviors to reach his or her potential. S/he is able to take intellectual risks and strive beyond what is expected.

Strengthened Sense of Aloha. Every student shows care and respect for his/her self, families, and communities. A sense of *Aloha* is demonstrated through empathy and appreciation for the symbiotic relationship between all. S/he is able to build trust and lead for the good of the whole.

Strengthened Sense of Total Well-being. Every student learns about and practices a healthy lifestyle. A sense of *Total Well-being* is demonstrated by making choices that improve the mind, body, heart and spirit. S/he is able to meet the demands of school and life while contributing to the well being of family, 'aina, community and world.

Strengthened Sense of Hawai'i. Every student is enriched by the unique of this prized place. A *Sense of Hawaii* is demonstrated through an appreciation for its rich history, diversity and indigenous language and culture. S/he is able to navigate effectively across cultures and communities and be a steward of the homeland.

Teachers will explicitly teach these learning outcomes through **school wide essential questions**. For example, during the first month of the school year, the school-wide question asks: *How does connecting with others create community?* Teachers facilitate arts integrated activities especially through music and drama, to help students develop explicit skills that help them use each others' names, appreciate each others' assets, compromise, make and accept offers, and play different roles to support common goals. Teachers conduct instructional conversations to help students reflect on these skills as well as ask and answer questions related to the essential question. Moreover, **arts integrated units** include a focus on one or more HĀ principle so students continually develop metacognitive awareness, growing and self-assessment as they are learning and producing. Arts integration is an elegant fit for the HĀ principles: the arts require collaboration, risk-taking, physical and emotional engagement, and self-directed habits for attaining quality. The arts level the "playing field" for all learners, requiring trust, working with others, and caring about the task. When each individual contributes meaningfully to a group that achieves, together, a collaborative culture of learning thrives. HĀ principles also become a part of the fabric of the school through **professional development for teachers**. HĀ principles are embedded in all workshops and meetings, with content and processes strategically combined. All teachers are school leaders, each valuing their role of communicating and sharing of instructional practices weekly through PLCs. As teachers learn arts integration strategies together by working (and playing) together, they learn how to nurture a culture of excellence. Arts learning for teachers inspire possibilities and renewed commitment to school vision. Joyful teachers create joyful classrooms. More so, a teacher who is challenged to tap her own creativity will construct an engaging classroom environment filled with inquiring students who investigate, try out new ideas, enjoy learning, and have the stamina for purposeful work together. KA hosts **celebrations of learning**, or recognition events and opportunities (in the halls, on the walls, in assemblies, website, newsletters, and more). These opportunities deliberately include descriptive examples of all stakeholders' actions that embody KA's school vision and values. Practices of caring for each other, our school, and our community (land and people) are strategically accomplished throughout the school year, nurturing each individual with a responsibility beyond the self. Community celebrations, with a purposeful focus to recognize and educate about KA's shared mission and values, are held quarterly, highlighting

achievements and explaining creative processes. These celebrations mark key transitions with honor and gratitude for our friends, families, and larger community. Finally, KA teachers conduct **quarterly assessments** of HĀ, engaging students in discussions to help them identify their assets and set goals. Teachers will review behaviors that exemplify each of the HĀ principles and ask students to do the same. This assessment takes the form of a short anecdotal report, with achievement marked on a continuum from “Developing” to “Accomplished” for each of the HĀ principles. It is provided to families to bridge the home and school cultures and so parents and guardians continue working on each child’s individualized goals at home.

2. A sound plan for developing a proposed school culture that is conducive to a safe learning environment for all students and how the proposed school will adequately identify, assess, monitor, and address the social, emotional, behavioral, and physical health needs of all students on an ongoing basis.

KA’s culture of collaboration and commitment to academic achievement through arts integration guide all endeavors of our school. Students, teachers, parents and administrators take active roles in the development of values through arts integration in many different ways. It is the *kuleana* (privilege and responsibility) of all to keep the positive culture of the school authentic and alive. To do so, KA will practice:

- Incremental school wide essential questions explicitly based on the HĀ principles;
- Arts integrated learning incorporating the HĀ principles;
- Arts integrated professional development for teachers in to internalize HA principles;
- Celebrations of learning to extend the community beyond the borders of classrooms;
- Quarterly assessments of the HĀ principles.

(See detailed descriptions of each of these five core practices within the II.D1 narrative.) In addition, a safe learning environment is established and maintained through Positive Behavioral Instructional Support (PBIS). “Core behavioral supports can go a long way in preventing misbehavior and promoting desired classroom engagement” (Sayeski and Brown, 2011). PBIS is validated to improve the learning environment for all students as well as help self-efficacy (Sayeski & Brown, 2011). KA teachers receive training in PBIS core features:

Foundations: **a)** Settings – the physical layout of the classroom designed to be effective (and support kinesthetic engagement); **b)** Routines – predictable classroom routines taught and rehearsed; **c)** Expectations – 3-5 classroom rules clearly posted, defined and explicitly taught; **d)** Values – shared values collaboratively developed with student self-reflection.

Prevention: **a)** Supervision – reminders, prompts, and active interaction between teacher and students; **b)** Opportunity– high rates and varied opportunities for all students to respond; **c)** Acknowledgement – using specific praise and positive reinforcements to let students know they are meeting classroom expectations; **d)** Prompts and Pre-corrections – reminders, before a behavior is expected, clearly describing appropriate interactions

Response: **a)** Error Correct – brief, contingent, and specific statements when misbehavior occurs; **b)** Other Strategies – other ways to preempt escalation, minimize inadvertent reward of the problem behavior, create a learning opportunity for emphasizing desired behavior, and maintain optimal instructional time.

Data Systems: **a)** Counting – how often or how many times a behavior occurs (frequency); **b)** Timing – how long a behavior lasts (duration); **c)** Sampling – estimation of how often a

behavior occurs during and interval; **d**) ABC Cards, Incident Reports, or Discipline Referrals – information about the events that occurred before, during, and after a behavior incident; **e**) The results of data collected inform classroom interventions and supports. At the school level, KA provides a multi-tiered framework, including strategies for identifying and teaching expectations, acknowledging appropriate behavior, and responding to inappropriate behavior. The school-wide framework is guided by school-wide discipline data and appropriate supports for staff are provided, including leadership teaming, supporting policy, coaching, and implementation monitoring. At the classroom level, system for teaching expectations, providing acknowledgments, and managing rule violations are linked to the school-wide framework. Classroom management decisions are based on classroom behavioral data. KA teacher implement effective instructional strategies to the greatest extent possible and curriculum is matched to both student need and supporting data (*Ideas that Work*, U.S. Office of Special Education Programs).

3. A reasonable and sound plan for the school culture and staff that will intentionally expose students to post-secondary educational and career opportunities at all grade levels. The plan must identify the curricular or extracurricular programs that will provide students with access to college or career preparation and include research-based evidence that these programs increase educational aspirations for the anticipated student population.

KA has examined research produced by the SEED Foundation (FSG Social Impact Advisor, 2010) that identifies four key levers to increase college graduation rates:

Academic Rigor and Curriculum: KA offers rigorous college preparatory curricula with the appropriate mix of content areas and deep development of writing and critical thinking skills so that students are prepared for college level coursework. Arts Integration is the pathway to critical thinking that engages students with rigorous content.

College & Career Matching: Although K-8 students at KA are college and career bound (but not yet ready for that transition) we focus on exposing students to options and opportunities. KA is committed to place-based education, bringing children into relationships with community places, people, and resources. Hence, we intentionally expose student to a variety of post-secondary educational and career opportunities at all grade levels. The school hosts guest speakers and a career day to highlight diverse fields. Additionally, the school retains visiting artists to facilitate residencies that expose students to a variety of careers in the arts. KA has partnerships with University of Hawaii and BYU Hawaii where students will visit and research the variety of opportunities afforded by different lines of study. In the 8th grade, students research schools that are a good match for them academically, socially, and financially.

Social and Non-Cognitive Skills. KA supports students to develop critical social, emotional, and/or non-cognitive skills (e.g., self-advocacy, self-awareness, persistence, self-discipline) to persist in the face of obstacles. Arts integration is key to developing skills in young learners.

Financial Aid and Scholarships. Starting in middle school, KA engages students and families with information and tools that position them to be active participants in searching for and acquiring financial aid and scholarship resources for their college experience. As a part of their Social Studies curriculum, students prepare to be economically independent and resourceful. Research shows that first-generation and low-income students need to be prepared and supported academically, socially, and financially to complete their postsecondary education. These levers address each of these areas respectively. SEED schools have a 92% high school graduation rate, 97% college acceptance rate, and 95% college matriculation rate. KA aspires to replicate these

successes through academic and social supports, focused academic remediation in the early grades with a more rigorous curriculum at middle school, a college counseling program, and school-wide use of data.

4. A clear description, provided as **Attachment E (1 page limit)**, of a typical school day from the perspective of a student in a grade that will be served in the proposed school's first year of operation that aligns with the proposed school's vision and plan for school culture.

A description of a student's typical school day is provided as **Attachment E**.

5. Student Discipline.

- a. A clear description of the proposed school's philosophy on cultivating positive student behavior and a student discipline policy that provides for appropriate, effective strategies to support a safe, orderly school climate and fulfillment of academic goals, promoting a strong school culture while respecting student rights.
- b. Legally sound policies for student discipline, suspension, dismissal, and crisis removal, including the proposed school's code of conduct and procedural due process for all students, including students afforded additional due process measures under IDEA.
- c. Appropriate plan for including teachers, students, and parents or guardians in the development and/or modification of the proposed school's policies for discipline, suspension, dismissal, and crisis removal.
- d. Legally sound list and definitions of offenses for which students in the school must (where non-discretionary) or may (where discretionary) be suspended or dismissed.

a. As described in II.D.2, Positive Behavior Instructional Support (PBIS) provides the foundation for the student behavioral philosophy at KA. We have chosen PBIS because it is a collaborative, assessment-based approach to developing effective preventions and interventions for problem behavior. The "use of PBIS decreases the need for more intrusive or aversive interventions (i.e., punishment or suspension) and can lead to both systemic as well as individualized change" (Cohn, 2001). Positive behavioral support can target the entire school as well and individual student behaviors, as "it does not focus exclusively on the student, but also includes changing environmental variables such as physical setting, task demands, curriculum, instructional pace, and individualized reinforcement" (Cohn). This is especially important for students who are at-risk. PBIS emphasizes the proactive, educative, and reinforcement-based strategies to achieve meaningful and long-lasting positive behaviors. When PBIS strategies are implemented school-wide, it builds environments that are conducive to learning for all students. Research has shown that "schools that implement system-wide [PBIS] interventions also report increased time engaged in academic activities and improved academic performance" (Cohn). In the implementation of a PBIS, it is important to collaborate with parents, staff, and faculty. As part of this collaboration, individuals (faculty, staff, and parents) learn more about their own behavior, to work together, and support each other as a community of learners.

b. Due process will be afforded to all students. No suspension greater than ten days, disciplinary transfer or dismissal will take place without review and approval from the Board of Directors (substituted for "Complex Area Superintendent" where applicable and permissible by law) and all other Due Process Requirements as set forth in HAR §8-19-9. The School will adhere to

additional due process measures under IDEA. Under IDEA, students in special education can have 10 days of suspension before a Manifestation Determination IEP meeting is required. At the Manifestation Determination IEP meeting, a disciplinary change of placement occurs. Before making a disciplinary change of placement, the school must determine whether the student's behavior is a manifestation of the student's disability. Services must be provided to a student who has been removed from his/her placement on the 11th and any subsequent day of removal in a school year. IDEA requires that in the case of a student whose behavior impedes the student's learning or the learning of others, the IEP committee must consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior. If the conduct is not a manifestation of the student's disability: 1. the school may take the disciplinary action that was planned and impose disciplinary sanctions that it would otherwise apply to a student without disabilities, in the same manner, for the same duration; 2. services must be provided on the 11th and any subsequent day of removal during the school year; the school conducts an IEP meeting, and the IEP committee determines the removal setting and the extent of the services that must be provided to enable the student to continue to participate in the general education curriculum, and to progress toward meeting the goals in the student's IEP. If appropriate, the student must receive a Functional Behavior Analysis (FBA) FBA and Behavior Intervention Plan (BIP) services designed to address the behavior so it does not recur.

c. KA subscribes to a progressive discipline policy that will adhere to the Hawaii Administrative Rules (HAR), Chapter 19 Student Misconduct Discipline. This progressive discipline policy addresses and corrects inappropriate behavior by providing clear and constructive feedback through a series of increasingly formal steps. The school's discipline policy aims to establish that culture which enables students to improve their academic abilities and self-esteem through a community of trust with high expectations will yield an improvement in ever student's self-efficacy. Upon the establishment of the School, the principal and teachers, and parents will further refine the progressive discipline policy and create a Code of Conduct compact. The School's policies will continue to be developed and reviewed by the Board of Directors annually with the goal of providing a learning environment that is safe and conducive to learning. Upon enrollment in KA, students, parents, and teachers will be given a copy of the progressive discipline policy in their registration packets. It is expected that parents and students will review and acknowledge by signature the progressive discipline policy.

d. KA will comply with HAR §8-19-5 which states "the principal or designee shall consider the intention of the offender, the nature and severity of the offense, the impact of the offense on others including whether the action was committed by an individual or a group of individuals such as gang, the age of the offender, and if the offender was a repeat offender."

KA will comply with the Prohibited student conduct; class offenses set forth in HAR §8-19 and further defined in HAR. §8-19-2. KA will comply with all discretionary and non-discretionary suspensions and expulsions.

E. Professional Culture and Staffing

1. Professional Culture

- a. [A sound plan for the creation, implementation, and maintenance of a professional culture and clear explanation of how the professional culture will contribute to staff retention, how](#)

faculty and staff will be involved in school level decisions and in developing new initiatives, and how success will be assessed. Professional development and evaluation is covered in [Criteria II.E.2](#) and should not be discussed here.

KA's professional culture will be one of caring and collaboration that fosters empathy among all its members. All staff (administration, teachers, and support staff) understands that whole child learning means educating to develop a child's intellectual, emotional and social skills. Teachers and administrators actively engage in a variety of collaborative learning tasks to develop, learn, and implement arts integration strategies within the curriculum. The arts level the "playing field" for all learners. Teachers will be encouraged to take initiative in the development of the implementation of KA's academic plan. Teachers will take on leadership roles within the school participating in different committees (Data Team , RtI , and others). All staff will be involved in school level decision-making, problem solving, and in developing new initiatives. The Principal will take the initiative to create and maintain this environment through modeling, team building, highlighting - strengths, and encouraging all to participate. It is especially important for a charter school to have this type of environment; an environment that empowers all staff members will lead to a successful school. School Performance Goal #7 will serve as a tool to measure the professional culture of the school.

- b. If a high proportion of economically disadvantaged students is a part of the anticipated student population, a clear description of how the proposed school will address the anticipated academic challenges posed by the lack of socioeconomic diversity and the concentration of poverty among its students.**

Learning is *Kākou* ~ Inclusive of All. KA's value for a collaborative culture includes all students. The arts integrated approach makes this inclusion tangible and accessible for every child. Arts integrated instructional strategies rely on both linguistic AND non-linguistic representations of learning. Students who are challenged with English and traditional methods of processing concepts and skills can use other modalities and intelligences to solve the creative learning tasks. Drama involves using their bodies, mind/imagination and their voices. Visual arts require spatial intelligences. Dance heavily relies on kinesthetic and musical intelligences. Music requires reading of different symbols, notation that all students are learning together. All of the art forms require using language to communicate when students collaborate, as well as reflect on the qualities of their products and performance. The content of other curricular subjects become the content for the arts processes. ALL children have more than one intelligence that they can use to build their understanding. Our arts integration approach creates strong community in the classroom and in the school. When all students are able to contribute to a group's learning task meaningfully, true mutual respect and recognition for each other's strengths grow. Students have real purposes in these social tasks, developing their own self-worth as well as empathy, understanding, and appreciation for others. KA's arts integrated approach supports all learners of all levels; it "evens the playing field." Students, who struggle in traditional educational approaches that heavily rely on linear, paper and pencil methods of learning, thrive in arts integration. Active learning, using non-linguistic modalities challenges all students to think metaphorically and process ideas socially. The social and kinesthetic processing gives all students access into the learning. The most important tools that are required are the student's body, voice, and imagination/mind. The skills they develop to process all content areas are collaboration and concentration. Students process information and construct understanding, using all modalities

and several different intelligences, such as interpersonal, body-kinesthetic, and spatial intelligences. This collaborative instruction actively includes the use of four of the nine “High Yielding Instructional Strategies” according to Marzano: non-linguistic representation, reinforcing effort and providing recognition, cooperative learning, and setting objectives and providing feedback. The arts integrated strategies engage the students, struggling and excelling, yet challenges all of them to attain high levels of competencies because of its emphasis on descriptive and specific criteria, goal setting, and feedback. Where traditional methods fail, arts integration engages.

- c. A clear description, provided as **Attachment F (1 page limit)**, of a typical school day from the perspective of a teacher in a grade that will be served in the proposed school’s first year of operation that aligns with the proposed school’s vision and plan for professional culture.

A description of a teacher’s typical school day is provided as **Attachment F**.

2. Professional Development

- a. A clear description of the appropriate goals and data-driven strategy of the proposed school for ongoing professional development, including whole staff development, grade/level/course teams, and instructional coaching. The description must explain how professional development topics will be identified and how the professional development plan will be driven by data to improve teaching and learning as well as school performance. The description must also include the process for evaluating the efficacy of the professional development.

Professional development is fundamental to the success of Data Driven Instruction. Professional development will be continuous and ongoing from the initial planning year. The school principal will survey the faculty and conduct a needs assessment to determine which onsite professional development activities will take priority. Vescio, Ross, & Adams (as cited in Barton & Stepanek), insist that for Professional Learning Communities (PLCs) to be most effective “[they] must be able to articulate their outcomes in terms of data that indicate changed teaching practices and improved student learning.” Accordingly, planning time will be utilized to evaluate school data and develop intervention strategies. Deliberate effort to review data to improve and highlight effective instructional practices will increase literacy and academic achievement for all sub-groups. The KA will provide onsite and offsite professional development through the affiliation agreement with Doral Inc. based on identified needs. Academic services will include but not be limited to researched based arts integration instructional strategies, differentiated instruction, and Positive Behavioral Instructional Support (PBIS). Onsite coaching and arts integration training will be provided for all teachers. Professional development on differentiated instruction will include but not be limited to: teacher modeling, scaffolding, questioning, group practice, peer teaching, integration, practice and review. Positive Behavioral Instructional Support (PBIS) professional development will be ongoing to ensure that the behavioral philosophy of the school is effectively implemented. The depth and frequency of the training will depend on formal observations and the staff’s prior experience (or lack thereof) as determined by teacher needs. Each teacher will develop a professional development growth plan annually and co-review with both colleagues and administrators for long-term continuous development.

- b. A description of professional development opportunities, leadership, and scheduling that effectively support the Academic Plan and are likely to maximize success in improving student achievement, including an adequate induction program. The description must explain what will be covered during the induction period and how teachers will be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional framework and methods.

Professional Development. KA utilizes community partnerships to provide a series of school-based professional development opportunities throughout the year. For example, we work with Honolulu Theatre for Youth (HTY) and Hawaii State Foundation for Culture and the Arts (HSFCA) to attain grants that support both professional development workshops and residencies in the classroom with direct services to students. In this way, teachers learn and practice new strategies with each other but also by observing, participating, and teaching alongside professional teaching artists as they engage children. In the first two years, KA’s focus will be on specific anchor strategies in the arts: teachers gain proficiency using “Snapshots” and “Tableaux” to support literacy in their Arts and Humanities block and they will facilitate “Drawing” and “Visual Thinking” to support their work in the STEAM block. Although teachers are exposed to multiple strategies in the arts, these four strategies are explicitly taught, rehearsed, documented, and analyzed. Professional development workshops include: a) rationale/theory/research; b) engagements with arts integrated learning as if students; c) reflection and analysis of those experiences; and d) application of practice through rehearsal facilitation. Professional development workshops occur at the school at least once a month by local and national teaching artist, and each is followed by a Professional Learning Community (PLC) in which small groups of teachers share what they implemented, look at student work, assess, and set goals. When teaching artists lead residencies with students, teachers are expected to be fully engaged in developing their own skills. They are required to: a) meet with the teaching artist in advance to co-plan the residency; b) complete an observation form that targets specific facilitation skills; c) assess student performance; d) co-teach with the teaching artist; and e) reflect and assess with the teaching artist. Each teacher will develop a professional development growth plan annually and co-review with both colleagues and administrators for long-term continuous development. **Leadership.** A leadership team of teachers will be identified to include one teacher at each grade level. Teacher leaders will: a) have experience teaching in traditional and non-traditional school settings; b) have experience integrating the arts; and c) have dispositions of leaders, including communication and collaboration skills. The leadership team will rotate based on the needs and assets of each grade level. They will receive support from the Curriculum Coordinator who will be responsible for the selection and training of the leadership team. Leadership team members are responsible for mentoring new teachers, facilitating PLC meetings, and guiding decisions about the professional needs of the faculty at each grade level. **Professional Induction.** At the beginning of each school year, KA faculty will meet for two days to develop their own community and commit (or re-commit) to the school’s vision. This will occur through arts integrated learning. Thus, new teachers receive a strong dose of arts integrated experiences while engaging in vision of the school and also exploring teaching methodology articulated within the academic plan. Differentiated professional development will offer newest teachers a definition of arts integration while challenging more experienced teachers at a higher level. KA’s newest teachers will also receive support from the teacher leader at their grade level who will serve as their mentor for two years. The teacher leader engages his or her new teachers in one

observation of classroom instruction per semester. This includes a pre-observation meeting to address the plans, struggles, and questions of the new teacher, as well as a post-observation meeting for reflection and goal setting. The Curriculum Coordinator will also conduct one model arts-integrated lesson plan per semester in each new teacher's classroom, followed by reflection and discussion with the new teacher. Each new teacher will belong to a "New Teacher Hui" for two years, meeting each semester with other new faculty members to connect and reflect, trouble shoot, and share community. Finally, for two years, new teachers will receive professional development support funding to attend workshops beyond the walls of the KA community.

- c. A clear description of the expected number of days or hours for regular professional development throughout the school year that includes an explanation of how the proposed school's calendar, daily schedule, and staffing structure accommodate this plan; the time scheduled for common planning or collaboration; and an explanation for how such time will typically be used. The description must identify ways the professional development scheduling conflicts with Master Collective Bargaining Agreements, explain any specific amendments that may be needed through supplemental agreements, and provide an adequate contingency plan in the event such amendments cannot be negotiated under supplemental agreements.

KA intends to honor the Unit 5 Collective Bargaining Agreement, specifically Appendix X, which allows for 21 additional hours, contiguous to the teacher's workday and without students (to be) used as follows:

For use in multiples of not less than one (1) hour increments at the discretion of the Employer to require teachers to participate in job-embedded professional development that extends the workday of teachers. The focus of these 21 hours will be on Common Core State Standards, data teams and formative instruction, response to intervention, and teacher evaluation; Although teachers will be compensated for three, 7 hour days (21 hours total) because the twenty-one (21) hours are contiguous to the teacher's work day, there is no increase in the number of days that the teacher must report to work during the school year. In accordance with Article XX, Salaries, paragraph L, the Department will provide Professional Development (PD) credits for select activities conducted during these 21 additional hours; and in no event shall the workday extend beyond 4:30 pm and proper notification (at least one week's notice) shall be given when scheduling for job-embedded professional development. School Administrators, in consultation with the teachers and other members of the school community, will have the flexibility to determine whether additional time throughout the year should be repurposed for heightened focus on core strategic priorities, through use of other administrator directed time, including student shortened days, six (6) teacher preparation periods per semester, a portion of the two administrator days at the beginning of the school year, and any other appropriate time that may be available during teachers' work days. Ideally, these additional hours will be used for the above stated professional development activities. By agreeing to provide job-embedded time, the involved parties recognize the following benefits: Teachers are fully trained and consistently supported on the priorities of the school and HIDEOE; a) The use of training and learning time is systematized by creating a formal structure; b) Teachers are not pulled from classes for training; c) Costs are reduced to due to less demand for substitute teachers; and d) State and complex area professional development efforts are more focused.

- d. A description identifying the person or position with the time, capacity, and responsibility for coordinating professional development and a reasonable plan for identifying ongoing professional development needs, including sufficient funds and resources (Title II funds, etc.) for implementing the professional development plan.

The Arts Integration Curriculum Specialist (AICS) has the primary responsibility for directing professional development activity at KA. This individual is responsible for identifying the long-term goals (e.g. integrating visual arts meaningfully throughout STEAM units) and short-term goals (e.g. preparing short arts strategies to introduce HA principles during the first week of school) of teacher development. The AICS uses a combination of data from the teacher evaluations, surveys from teachers themselves, and observational data to determine these needs. The needs will include target skills in arts integration, target PBIS goals, and target curricular needs in core content areas. The AICS is responsible for developing community partnerships that will both support the financial plan and the services for meaningful professional development experiences. For example, the AICS will work with Honolulu Theatre for Youth, a Kennedy Center Partner, to pursue local funds from organizations such as McNerny, Campbell or Atherton as well as national funds to support teacher development and student learning in drama.

3. Staff Structure

- a. A complete staffing chart for the proposed school, using the Staffing Chart Template (Exhibit 2) and provided as **Attachment G (required form)**, that clearly indicates all positions, is aligned with the Academic Plan, and proposes a salary structure that is in alignment with the proposed school's budget.

A staffing chart is provided as **Attachment G**.

- b. A description of a reasonable rationale for the staffing plan, as demonstrated in the staffing chart, that clearly explains how the relationship between the proposed school's leadership or management team and the rest of the staff will be managed and includes justifiable teacher-student and total adult-student ratios for the proposed school.

In its first year KA will open with 25 students per grade serving grades K-5 and 52 students in grade 6. Once the charter is granted the principal will advertise, interview, and hire qualified candidates who are highly qualified. Subject to demand and enrollment the school assumes it will need to hire eight core teachers to service 202 students K-6. The school will hire one arts integration specialist and two specialists for Physical Education, Art, Music and Health. One teacher assistant will be hired to work with core teachers on a rotational basis. The school will hire one office manager who will be responsible for fiscal matters including preparation of purchase orders, cash, payroll, enrollment data, state reporting systems, and other duties as applicable. One school operations support staff member will assist with school security and other tasks. In its second year the school will expand one grade to service grades K-7. The school expects enrollment to be 254 students with 25 students in grades K-5 and 52 in grades 6 and 7. The school will hire two additional qualified core teachers. The school will hire a total of three specialists for the elementary and middle school. The office manager and school operations support staff positions will be maintained. In its third year the school will expand one grade to service grades K-8. The school expects enrollment to be 306 students with 25 students enrolled in grades K-5 and 52 enrolled in grades 6-8. The school will employ a total of 12 qualified core teachers, three specialists, and one arts integration coach for the elementary and middle school.

A receptionist will be added in the third year of operation. KA expects that enrollment will remain stable after year 3 of operation. The school also expects to maintain the same staffing for the school years following year 3 if the enrollment remains at 306 students.

- c. If the proposed school has a *virtual or blended learning program*, a clear description for the identification of the position(s) dedicated to IT support and a reasonable plan that clearly ensures sufficient capacity for deploying and managing technology inventory and network needs with minimal interruptions to teaching and learning, including troubleshooting support for school staff and students.

Not applicable because the proposed school does not contain an online learning program.

4. Staffing Plans, Hiring, Management, and Evaluation

- a. A clear description of the proposed school’s recruitment and hiring strategy, criteria, timeline, and procedures that are likely to result in a strong teaching staff that meet “Highly Qualified” requirements in accordance with the Elementary and Secondary Education Act (“ESEA”) and are well-suited to the proposed school, including other key selection criteria and any special considerations relevant to the proposed school’s design. The description must also explain strategies, including compensation packages, that are likely to attract and retain high-performing teachers.

In order to recruit “Highly Qualified” teachers, KA will:

- Coordinate efforts to partner with postsecondary institutions to serve as a host school for teacher interns whenever possible (as a means to train and recruit potential staff)
- Recruit teachers locally and nationally through an annual Charter School Teacher Job Fair and nationwide events/job fairs
- Advertise in local newspapers, website, and other online tools
- Visit local universities as appropriate

KA will seek applicants whose credentials comply with the Hawaii Teacher Standards Board (HTSB) licensure requirements. The U.S. DOE and NCLB Act of 2001 require all core academic teachers be “highly qualified”. KA will not employ an individual if that individual’s educator certificate or license is suspended or revoked by this or any other state. KA’s vision, mission, and commitment to a culture-based arts integrated curriculum will attract teachers passionate to educate, create, innovate, and produce a high quality education for students. Inclusiveness and shared leadership are inherent in KA’s shared beliefs in a culture-based and arts-integrated curriculum. Arts integration fosters and requires collaborative risk taking. Teachers grow professionally and in community through learning arts integration strategies collaboratively. The arts inspire possibilities as they enrich each teacher special talents and gifts. Engaged and creatively challenged teachers create rich, innovative classroom environments filled with inquiring students, investigating, experimenting, and enjoying purposeful work together. As part of the affiliation agreement, KA will partner with Doral Academy, Inc. to provide professional development opportunities in Hawai`i as well as out-of-state (contingent on funding). Opportunities to participate in arts integration conferences and workshops locally and nationally will also be dependent on available funding. KA will also participate, as appropriate, in professional development opportunities sponsored by the HIDOE. The KA administration

believes that teachers and staff vested in the school’s vision and mission will embrace leadership opportunities ensuring teacher efficacy and retention.

- b. If the proposed school offers a *virtual or blended learning program*, a clear description of the proposed school’s recruitment and hiring strategy, criteria, timeline, and procedures that are likely to result in strong online learning teachers that have the requisite subject-matter knowledge, technological proficiency, communication skills, and other capabilities necessary to teach effectively in the online learning environment.

Not applicable because the proposed school does not contain an online learning program.

- c. A clear description of realistic and legally sound procedures for hiring and dismissing school personnel, including procedures for conducting criminal history record checks.

KA will develop a system for hiring and dismissing personnel, which abides by the Master Collective Bargaining Agreements. An employment application form will effectively determine licensing, qualifications, and permission to perform a criminal history check. To determine whether a prospective employee or agent is suitable for working in close proximity to children, KA will follow all Federal and State laws regarding hiring and firing. A resume, transcripts, licenses, references, and other supporting documents will complete the packet.

Document/Source	Purpose	Other info
Resume	“Snapshot” of prospective employee	
Hawaii Criminal Justice Data Center	Fingerprint check to determine adult criminal history record including non-conviction data	Used exclusively for hiring purposes; includes a fee for processing
Federal Bureau of Investigation	National database of adult criminal history record	
College or University of record	Educational background check	Bachelor’s degree or higher in education
Hawaii Teacher Standards Board	Credential verification - State certification/license for position	Provisional, Standard, or Advanced License
Recommendations from previous employers or professional references	Ascertain employability of individual based on recommendation and/or evaluation	
Interview	Evaluate presentation and interpersonal communication skills, including personal belief system/educational philosophy, knowledge and belief in KA’s vision and mission; discuss interest and/or prior experience in arts-integration	Face-to-face opportunity; Face Time and Skype or other online tools will be used for off-island interviews

A screening committee comprised initially of the principal and lead staff, and eventually of other school administrators, teachers, and lead staff will interview potential employees. Initial screening interviews, credential verification, and official recommendations to hire will be made to the principal, who will make the final hiring decision for faculty and support staff. No official

offer of employment will be made until the background check is complete and clear. All such decisions shall be subject to applicable federal laws and regulations currently or hereafter in effect. KA will utilize a local vendor to provide hiring support services related to new employee forms, payroll services, and conducting background checks. Teacher and staff will be evaluated in writing with proper notice, pursuant to the Master Collective Bargaining Agreement. When necessary and available, the employee will be offered support in the form of peer mentoring, coursework, professional development, etc., in order to ensure improvement in their performance. Evaluations deemed less than satisfactory (with proper documentation) shall be given to the employee no later than the third Friday in May, unless KA and the Association mutually agreed to an alternative date. If an unsatisfactory rating results in disciplinary action, the teacher or the Association may appeal. Adverse evaluations used for disciplinary action against a teacher shall be subject to the grievance process as described in the Master Collective Bargaining Agreement.

- d. A thoughtful plan for supporting, developing, and annually evaluating school leadership and teachers that is likely to produce and retain a successful staff, including a description of the processes, protocols, framework, criteria, and/or tools that will be used for conducting evaluations, delivering feedback, and coaching. The plan must cite any evidence or existing research supporting the effectiveness of utilizing the specified approach. If already developed, the plan should provide any leadership evaluation tool(s) as **Attachment H (no page limit)** and any teacher evaluation tool(s) as **Attachment I (no page limit)** that are likely to be effective. Evaluation tools must align with the criteria outlined in BOE Policy 2055 and related provisions of any Master Collective Bargaining Agreements, unless specific amendments are executed in a supplemental agreement. If amendments will be needed, the plan must describe the specific amendments that would be necessary to implement the evaluation tool(s), demonstrate an understanding of the employment environment, and include a reasonable plan for contingencies if the amendments cannot be negotiated under a supplemental agreement.

The school leadership and teachers will be evaluated annually using the Comprehensive Evaluation System for School Administrators (CESSA) and the Hawaii Educator Effectiveness System (EES) for teachers. Both of these tools have built-in processes, protocols, and criteria for conducting evaluations, delivering feedback, encouraging reflection on practice, coaching, and resources for continued professional development, improvement, and corrective action as needed. The Board of Directors shall evaluate the Principal annually. The evaluation process will give the administrator an opportunity to set personal and professional goals in alignment with the charter prior to the beginning of the school year. The formal evaluation will consist of documentation giving evidence of the Principal's progress toward meeting school and professional goals and setting new goals. The evaluation process should also provide opportunities to recognize exemplary performance or correct concerning behavior. The teacher evaluation and support system examines teacher practices, student growth, and learning measures. Teacher practices included classroom observations, walk-throughs/instructional rounds, and professional growth as evidenced through and measured with the Danielson Framework for Teaching. The framework organizes teaching into four domains, twenty-two components, and seventy-six elements. The observation tool is based on the framework, focusing on the components that most closely impact student success (Domain 2, The Classroom

Environment and Domain 3, Instruction). An evaluation cycle includes conferencing, planning, observation, debriefing, reflection, and goal setting. Teachers will write and implement a Student Learning Objective (SLO) that will align with the Danielson Framework, CCSS, and the Hawaii State Standards. The SLO includes a measurable goal based on available data that reflects the most important learning for the block/quarter semester/year. Student growth will be measured by the identified performance assessments. Professional development will be aligned to the strengths and growth areas identified through the above tools, as well as anecdotal records, teacher feedback, and guided by the vision and mission of our culture-based, arts integrated curriculum that supports the whole child. Professional development workshops will be held at least quarterly (utilizing the School Planning/Collaboration Days, six-hours scheduled in 30-minute intervals for in-service training, and one faculty meeting per month. Grant and other funds will be sought to cover the cost of whole school professional development opportunities as appropriate). The arts integration specialist will provide ongoing coaching in culture-based, arts integrated strategies and curriculum to engage students in higher-level collaborative learning.

- e. An effective plan that explains how the proposed school intends to promote or incentivize satisfactory and exceptional school director, management team, and teacher performance and handle unsatisfactory school director, management team, or teacher performance, including effective planning for turnover.

KA believes a supportive and rich school culture and engaged school community of learners provide the greatest incentive for administrator and teacher retention.

Unsatisfactory administrator and teacher performance issues will be handled pursuant to the Master Collective Bargaining Agreements. All employees shall have the right to make written objections to the observations or review finding within one week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file. The Master Collective Bargaining Agreements and the CESSA and EES tools provide protections and recourse for those administrators and teachers who receive a "less than satisfactory" rating. Planning for effective turnover will be ongoing and will include enrollment projections, budget constraints, administrator and teacher evaluations, etc. KA intends to follow HIDOE's and HSTA's (Article VII. Assignments and Transfers) procedure with regard to the creation of teaching lines and a master schedule as the first step in planning for employment for the coming school year.

- f. A satisfactory explanation of any deviations in staffing plans, including salaries, from Master Collective Bargaining Agreements, including identification of amendments that would be needed in a supplemental agreement and a reasonable plan for contingencies if such amendments cannot be negotiated under a supplemental agreement.

At this time, KA does not anticipate any deviations in the staffing plan. However, in the event that such deviations arise and a supplemental agreement and reasonable contingencies cannot be negotiated under a supplemental agreement, KA will seek mediation as required.

- g. If developed, reasonable and legally sound personnel policies or an employee manual, provided as **Attachment J (no page limit)**.

Please see Attachment J.

F. School Calendar and Schedule

1. A school calendar for the proposed school's first year of operation, including total number of days and hours of instruction, provided as **Attachment K (no page limit)**, and a satisfactory explanation of how the calendar aligns with and clearly reflects the needs of the Academic Plan.

The school calendar found in Attachment K aligns with and clearly reflects the needs of the Academic Plan by:

- Following the HIDOE school calendar. Students will be in attendance for 180 days, and will follow the HIDOE planned breaks and holidays. This schedule honors families of both our students and faculty by mirroring the schedule for those families with children enrolled in local public schools.
 - Meeting all conditions and stipulations of the HIDOE, Board of Education policies and regulations, and the bargaining unit agreements for the HSTA and HGEA.
 - The schedule allows for 1415 or 1525 minutes of instructional time
 - Student day begins at 7:45 and ends at 2:00 daily except Wednesday (1:15). This schedule provides 2100 weekly minutes of instructional time (1415 or 1525) and non-instructional time (685 or 575). As the Department issues additional regulations and/or policies, the school day will be adjusted to reflect those changes.
 - Teacher day begins at 7:45 and ends at 2:45. It meets all requirements set forth in the collective bargaining agreements.
2. A clear description of the structure of the proposed school's day and week that aligns with and clearly reflects the needs of the Academic Plan, including the following:
 - a. A description of the length and schedule of the school week.
 - b. A description of the length and schedule of the school day including start and dismissal times.
 - c. The minimum number of hours or minutes per day and week that the proposed school will devote to academic instruction in each grade.
 - d. The number of instructional hours or minutes in a day for core subjects.
 - e. A satisfactory explanation of why the proposed school's daily and weekly schedule will be optimal for student learning.
 - f. The number of hours or minutes in a day for teacher planning time.
 - g. A sample daily and weekly schedule for each division of the proposed school, provided as **Attachment L (no page limit)**.

a. KA will follow the Hawaii Department of Education calendar. Beginning with SY 2017-2018, there will be 182 school days (89 student days in Semester 1 and 93 student days in Semester 2). Teachers will report to work on August 1, 2017. The last day for teachers will be June 1, 2018. Students will report on August 7, 2017 and their last day will be May 31, 2018. This schedule supports families with children enrolled in the local public schools.

b. A typical school week will be Monday through Friday, beginning daily with at 7:45 with a short opening that allows teachers to prepare for the day. The students’ day begins at 8:00 AM and ends at 2:00 PM, except on Wednesday, when the dismissal time is set for 1:15 PM. There are two 15-minute recess periods and a 30-minute lunch period. Teachers work a 7-hour day, beginning at 7:45 AM and ending at 2:45 PM. Daily prep periods of 45-minutes each and a teacher meeting time of 45-minutes once a week meet contractual requirements.

c. Academic instruction at each grade level (K-8) will total 1415 or 1525 minutes per week (approximately 5-hours of instruction per day):

Instructional	Mon.	Tues.	Wed.	Thurs.	Fri.	Total
Minutes-option 1	300	300	215	300	300	1415
Minutes-option 2	300	300	285	300	300	1525
Hours	5.0	5.0	4.75	5.0	5.0	4.95

d. KA is committed to provide the optimal number of instructional hours or minutes daily for core subjects. The four blocks allow for both focused/targeted and integrated instruction in the core subjects. KA is a culture-based, arts integrated school meaning that at any given day and time, students will be involved in a blend of appropriate learning opportunities that foster growth and inquiry. Specifically, the following will apply with regard to instructional hours or minutes per day for core subjects:

Subject	Focused/Targeted	Integrated as appropriate	Total daily
ELA	80	220	300
Math	80	220	300
Science	60	240	300
Social Studies	40	260	300

Physical Education, Health, World Languages, and the Arts will be integrated throughout, with a focused/targeted rotation of 40 minutes daily for these important areas.

e. In addition a daily schedule that is comparable to many public schools in the area, an analysis of available data on the HIDOE’s ARCH site reinforces the need for focused and targeted instruction in the core areas. Our proposed schedule allows for both “laser-focused” instruction and cultural learning as well as developmentally appropriate delivery of curriculum within a “traditional” frame of time. Specifically, an analysis of the Leilehua Complex’s (the area from which KA students will most probably reside) assessment data indicates that there was a sharp decline in the percentage of students meeting proficiency benchmarks in English Language Arts, Math, and Science.

(<https://adc.hidoe.us/#/proficiency>). Although not totally unexpected due to the transition during SY 2014-2015 from the Hawaii Content and Performance Standards III Reading and Mathematics assessments to the Hawaii Common Core Standards English Language Arts/Literacy and Mathematics assessments, this decline in student performance is

disconcerting. KA's daily and weekly schedule allows optimal time for student learning in a supportive environment.

f. A forty-five (45) minute teacher planning period is included in the daily schedule (a total of 225 minutes per week as required by teacher contract (Article VI.X.3).

g. The KA daily and weekly schedule is provided as **Attachment L**

G. Supplemental Programs

1. If applicable, a description of a sound plan for any summer school programs the proposed school will offer that will meet anticipated student needs, including a clear explanation for how the programs are integral to the proposed school's academic plan, a reasonable schedule and length of the program, and sound funding plan for the programs. If the programs will not be implemented in the first year of operation, the plan must describe the timeline for implementation.

Not applicable because the proposed school does not plan to offer any summer school programs.

2. If applicable, well-designed plans and identified funding for any extracurricular or co-curricular activities or programs the proposed school will offer that will meet anticipated student needs and provide enrichment experiences that are in alignment with the Academic Plan. The plans must describe how the activities and programs are integral to the proposed school's academic plan, how often they will occur, how they will meet anticipated student needs, and how they will be funded. If the activities or programs will not be implemented in the first year of operation, the plans must describe the timeline for implementation.

Not applicable because the proposed school does not plan to offer any extracurricular or co-curricular activities or programs.

H. Third-Party Service Providers

1. Service Provider Selection and Track Record

a. A reasonable explanation of why the applicant is seeking to contract with a Service Provider rather than operate the proposed school(s) directly.

KA's goal is to create an enriching educational environment for the students, families, and community. In an effort to have school personnel focus on the academic aspect of running the charter school, the Governing Board is seeking to contract with a Service Provider who can, in turn, focus on the business aspects of the organization. The Board operates the proposed school with guidance, support, and input from the Service Provider. The KA Governing Board is made up of talented individuals with a vast array of knowledge who all understand that starting and operating an effective charter school will take a strong team. A Service Provider will assist the Governing Board in terms of strategic planning, organization, financial planning, bookkeeping, state reporting, statutory compliance, real estate development, facilities maintenance and financial resources.

b. A description of a thorough process that the applicant used to identify, vet, and select the Service Provider. The description must explain how and why the Service Provider was selected, including when and how the applicant learned of the Service Provider, which other

Service Providers were considered, why the Service Provider was selected over other Service Providers, and what due diligence was conducted, including a summary of the findings of the reference checks conducted by the applicant.

KA performed due diligence prior to the Founding Board choosing Academica as KA's Service Provider. Using a list from GettingSmart.com, KA researched several charter school management companies and service providers by utilizing their websites and conducting interviews. Organizations, such as Connections Education, K12, and Apollo Education Groups were online learning providers offering virtual services which are not the models KA wishes to use. Charter Schools USA (online form submitted) and the Leona Group (phone message to Jan VanDerNaalt, director of new charters) were contacted; however, the organizations never responded to her inquiries. Some organizations, such as National Heritage Academies, Inc. (Michelle Andrew, charter development) and Responsive Education Solutions (Kent Brown, administrator) were contacts and informed KA they were not interested in operating in Hawaii. While others, Mosaica Education and AdvancePath Academies offer curriculum not in line with KA's art-integration vision. After speaking with Bob Howell, CEO of Academica Nevada, KA discovered that Academica successfully operates over 100 charter schools in 4 states. Academica indicated they were interested in opportunities in Hawaii. KA interviewed references and discussed terms with Academica until she felt comfortable with recommending them.

- c. If the Service Provider is providing academic services, evidence demonstrating academic success, especially in the grade levels the proposed school intends to serve, including academic performance data of all clients of the Service Provider that demonstrates the provider's services lead to *high-quality charter schools*, as defined in the RFP. Provide, as **Attachment M (no page limit)**, academic performance data for each of the Service Provider's charter school clients that shows evidence of strong academic results for the past three years (or over the life of the charter school, if the school has been open for fewer than three years), based on the following factors:
 - i. Increased student academic achievement and attainment (including, if applicable and available, high school graduation rates and college and other postsecondary education enrollment rates) for all students, including, as applicable, *educationally disadvantaged students*, as defined in the RFP, served by the charter school;
 - ii. Either—
 1. Demonstrated success in closing historic achievement gaps for the following subgroups of students at the charter school: low-income students, students from major racial and ethnic groups, students with disabilities, and English language learners; or
 2. No significant achievement gaps between any of those subgroups of students at the charter school and significant gains in student academic achievement for all populations of students served by the charter school; and
 - iii. Results (including, if applicable and available, performance on statewide tests, annual student attendance and retention rates, high school graduation rates, college and other postsecondary education attendance rates, and college and other postsecondary education persistence rates) for low-income and other *educationally*

disadvantaged students served by the charter school that are above the average academic achievement results for such students in the state.

This is not applicable: The service provider is not providing academic services.

- d. A listing and explanation of any management contract terminations, charter revocations, non-renewals, or withdrawals or non-openings that the proposed Service Provider has experienced in the past five years that does not indicate that the Service Provider lacks the necessary capacity or display inconsistencies in its academic, organizational, or financial performance. The explanation must reference the other jurisdictions where the Service Provider operates or services other charter schools and provide, as **Attachment N (no page limit)**, a list of all the charter schools operated or managed by the Service Provider, the respective authorizer for each of those charter schools, and contact information for each authorizer.

In the past five years, Academica Nevada has had no contract terminations, charter revocations, non-renewals, withdrawals, or non-openings. See **Attachment N** for a list of Academica Nevada schools.

- e. A list or description of all charter schools operated or managed by the Service Provider that are accredited, if any, including a list or description of the accrediting organization for each accredited school and a current accreditation report from one of those schools, provided as **Attachment O (no page limit)**, that demonstrates strong organizational health attributable to the Service Provider.

See **Attachment O** for a list of all accredited charter schools serviced by Academica Nevada

2. Legal Relationships

- a. Full disclosure of any existing or potential conflicts of interest between the proposed school governing board, proposed school's employees, proposed Service Provider, and any affiliated business entities and a satisfactory explanation as to how such existing or potential conflicts of interest will be addressed.

At this time, there are no existing or potential conflicts of interest between the Founding Board/Governing Board, proposed school employees, Academica, or any other affiliated business entities. Any potential or real conflicts of interest in the future will be handled pursuant to the Bylaws (Attachment U), Code of Ethics and Conflicts of Interest Policy (Attachment Y), and the Master Collective Bargaining Agreement as well as all applicable State and Federal laws.

- b. A list of all subsidiaries or related entities that are affiliated or owned in whole or in part by the Service Provider, a description of the nature of those entities' business activities, an explanation as to whether the proposed school has or will have any relationship with or receive any services from any of those entities, and a reasonable justification for any such relationship.

At this time, Academica does not have any subsidiaries or related entities that are affiliated or owned by the company.

- c. If the Service Provider will have supervisory responsibilities, a description of the supervision of the proposed school employees by the Service Provider that is reasonable, legally sound,

and aligns to Master Collective Bargaining Agreements and gives the proposed school governing board oversight over the Service Provider’s supervisory responsibilities. The description must explain the supervisory responsibilities of the Service Provider, including which school employees the Service Provider will supervise, how the Service Provider will supervise these employees, and how the proposed school governing board will oversee the Service Provider’s supervisory responsibilities.

Not applicable because the Service Provider will not have supervisory responsibilities.

- d. If the proposed school governing board intends to enter into any type of lease, lease-purchase agreement, or any other facility or financing relationships with the Service Provider, draft facility or financing agreements, or other evidence, provided as **Attachment P (no page limit)**, that:
 - i. Demonstrate such agreements are separately documented and not part of or incorporated in the proposed school’s management contract; and
 - ii. Ensure any agreements are consistent with the proposed school governing board’s authority and practical ability to terminate the management agreement and continue operation of the proposed school.

NA: The proposed school governing board does not plan to enter into any type of lease, lease-purchase agreement, or any other facility or financing relationships with the Service Provider.

- e. A description of any loans, grants, or investments made between the Service Provider and the proposed school or the proposed school’s associated nonprofit organization, including a legally sound explanation of how any such loans, grants, or investments may be initiated, repaid, and refused by the proposed school or the proposed school’s associated nonprofit, as applicable.

NA: The Service Provider has not made any loans, grants, or investments between the proposed school and the proposed school’s does not have an associated nonprofit organization.

3. Service Provider’s Organizational Structure

- a. A draft management agreement, provided as **Attachment Q (no page limit)**, that includes:
 - i. The duration of the management agreement;
 - ii. Clear roles and responsibilities of the parties;
 - iii. A clear and well-defined scope of services and costs of all resources;
 - iv. A clear compensation structure and payment schedule that identifies all fees, bonuses, and other compensation to be paid to the Service Provider;
 - v. Reasonable conflict of interest provisions that adhere to state law;
 - vi. Reasonable renewable provisions that describe the conditions and procedures (including timeframes, notice, and decision-making procedures) for renewal, how often will the management agreement be renewed, and the conditions that both the Service Provider and the proposed school must satisfy for the management agreement to be renewed;

- vii. Reasonable termination provisions that describe the conditions and procedures (including timeframes, notice, and decision-making procedures) for termination and the grounds that the Service Provider or the proposed school may terminate the management agreement for cause as well as the grounds for termination without cause; and
- viii. Reasonable indemnification provisions in the event of default or breach by either party.

A draft management agreement is provided as **Attachment Q**.

- b. A detailed description of the roles and responsibilities of the Service Provider that adequately and accurately describes how the Service Provider fits into the proposed school's organizational structure and how the organizational structure ensures the proposed school governing board is independent from the Service Provider and self-governing, including a satisfactory description of independent legal representation and arm's-length negotiating.

As outlined by the Service Agreement (Attachment Q), Academica will work at the direction of the Board in fulfilling the following roles and responsibilities:

- Prior to Charter Approval (assisting with the charter application, training and assistance through the application process, and budget forecasting)
- Financial Services (bookkeeping and accounting services, quarterly and annual budgets, cash flow projections, obtaining financing, coordination and logistical support of financial audits)
- Human Resources (identifying staffing needs, payroll coordination, governmental compliance)
- Public Relations and Marketing (identity and brand development, student recruitment strategies, school climate surveys)
- Board Facilitation (coordination of board meetings and trainings, public notice compliance, open meetings compliance)
- Governmental Liaison (advocacy and reporting to: charter sponsors, municipalities, state and federal agencies)
- Facilities (Assist with: acquisition, school design and development, land use approvals, compliance with fire and security requirements, planning for future facility needs)

As set forth in the organizational chart (**Attachment T**) Academica will work at the direction of the Board and serve as the Board's operational staff for non-educational school operations. The Board will have independent legal counsel to advise and assist in the decision making process in the review of major contracts such as the Service Provider Agreement, Facility Lease, etc.

- c. A satisfactory business plan that demonstrates the Service Provider will be able to provide the services in the management agreement. The business plan must explain how the Service Provider will grow, scale, or adjust its operations to ensure quality service to the proposed school.

Academica is a national organization with a successful history of expanding operations to six states across the nation. With experience in moving into new markets, Academica will follow a similar model in growing into Hawaii. This model will include the employment of 2 full time staff in Hawaii during the first year of operation. In addition to the Hawaii staff who will

support KA on a daily basis, Academica personnel from other offices across the nation will be able to provide additional support where needed. As KA grows, Academica will increase its staff in Hawaii to support KA's growing needs.

- d. An effective and comprehensive oversight and evaluation plan for overseeing the Service Provider. The oversight and evaluation plan must include the school-wide and student achievement results that the management organization is responsible for achieving, the methods the proposed school governing board will use to review and evaluate the Service Provider's progress toward achieving agreed-upon goals, the frequency of such reviews and evaluations, an explanation whether there will be an external evaluator to assess the Service Provider's performance, and the conditions, standards, and procedures for the proposed school governing board intervention, if the Service Provider's performance is deemed unsatisfactory.

KA's governing board will perform an annual evaluation of Academica's performance. The evaluation will specifically analyze each of the area for which Academica is responsible under their Service Agreement. The analysis will be completed by Board Members and School Administrator and will assess Academica in at least the following areas: Accounting/Finance, Budgeting, Compliance and Governmental Accountability, Data Support, Facility Procurement and Maintenance, Human Resources Management and Support, Legal Services, Public Relations.

- e. A comprehensive description of the respective financial responsibilities of the proposed school governing board and the Service Provider that allows for reasonable financial controls from the proposed school governing board. The description must include details about who will own property purchased with public funds, which operating and capital expenditures each party be responsible for, the types of spending decisions the Service Provider can make without obtaining board approval, the reports the Service Provider must submit to the proposed school governing board on financial performance and the schedule for reporting, and how the proposed school governing board will provide financial oversight.

KA's Governing Board will be responsible for the following financial responsibilities; approval of annual budget, approval of financial policy and procedures to be followed by school staff and Service Provider, selection of independent audit firm, review of interim financial statements at each Board Meeting and approval of any expenses which exceed the KA Principal's authority. Academica will be responsible for the following financial responsibilities; bookkeeping, preparation of annual budget for Board approval, cash flow projections, preparation of interim financial statements at each Board Meeting, processing of accounts payable and receivable, monthly bank statement reconciliations, coordination and logistical support of annual audit. Service Provider will not make any purchases without either direct Board approval or the receipt of a signed purchase order from the school administrator (within Board approved Annual Budget). KA's Financial Policies and Procedures manual will include a dual signature policy for checks exceeding \$2,500, as well as required Board Chair signature on any check above \$25,000. Purchase orders will be required for all purchases with the Principal's signature serving as proper authorization. All property purchased with school funds will be property of KA.

- f. A comprehensive and adequate plan for the operation of the proposed school in the event of termination of the management agreement.

As set forth in the Services Provider Agreement (**Attachment Q**), upon termination Academica is required to “work cooperatively to ensure that the School’s operations continue without interruption.” KA’s Governing Board will determine whether to procure the services of a new service provider or hire additional staff to run the non-education operations of the school. KA’s Governing Board will obtain all books, documents, electronic data or records of any kind from Academica, as required under the Service Provider Agreement. KA’s Governing Board will then provide this information to the new staff or Service Provider to ensure that operations continue in an uninterrupted manner.

I. Conversion Charter School Additional Academic Information

This section is not applicable. The proposed school is not a conversion charter school.

III. Organizational Plan

A. Governance

1. A clear description of the mission and vision of the proposed school governing board that is aligned with the proposed school's mission and vision, if different from the proposed school's mission and vision, and a clear and concise description of the governance philosophy that will guide the proposed school governing board, including proposed school governing board's bylaws and any other governing policies (except the Code of Ethics and Conflict of Interest policy, which will be provided separately) that are comprehensive and sound, provided as **Attachment R (no page limit)**, and the completed and signed Statement of Assurances (Exhibit 3), provided as **Attachment S (required form)**.

Please refer to **Attachments R** and **S**.

2. Organizational charts, provided as **Attachment T (no page limit)** that clearly indicate all positions and illustrate the proposed school governance, management, and staffing structure in: a) Year 1; and b) all subsequent years until full capacity is reached. The organizational charts must clearly delineate the roles and responsibilities of (and lines of authority and reporting among) the proposed school governing board, staff, any related bodies (such as the proposed school's supporting nonprofit organization, advisory bodies, or parent/teacher councils), and any external organizations that will play a role in managing the proposed school. The organization charts must also document clear lines of authority and reporting between the proposed school governing board and proposed school and within the proposed school.

An organizational chart is provided as **Attachment T**.

3. A description of an effective governance structure of the proposed school, including the primary roles of the proposed school governing board and how it will interact with the school director, any school management teams, any essential partners, and any advisory bodies. The description must include the size, current and desired composition, powers, and duties of the proposed school governing board that will foster the proposed school's success; identify key skills or areas of diverse expertise that are or will be effectively represented on the proposed school governing board; and adequately explain how this governance structure and composition will help ensure that: a) the proposed school will be an academic and operational success; b) the proposed school governing board will effectively evaluate the success of the proposed school and school director; and c) there will be active and effective representation of key stakeholders, including parents or guardians.

The governance structure of KA shall consist of the Governing Board leading the school, with administrative and operational tasks completed at the Board's direction as delegated to the school administration, staff and management personnel. The number of members of the Governing Board is nine, consistent with the Board's bylaws (**Attachment R**). As required by the Commission there are members of the Board with particular expertise in human resources, finance, education, organizational management, and fundraising. KA's Governing Board currently meets all of the expertise requirements as set forth in section III.A.5.a-b. The Governing Board's power and duties will include; establish annual budgets, adopt financial

policies and procedures, set human resources policies, select the school's legal counsel, select the charter school Principal, support the charter school Principal and review his or her performance, ensure effective organizational planning, ensure adequate resources, determine and monitor the charter school's programs and services, enhance the charter school's public image, and assess the Board's own performance. The Governing Board will evaluate the Principal at least annually. The Principal's evaluation will be based upon teacher satisfaction, academic performance, student/parent surveys and school culture.

The Board will contract with a Service Provider to assist in the financial and organizational administration of school operations. In connection with this, staff of the Service Provider will report to the Board. The Board will review any recommendations made by the Service Provider and act upon them in the manner the Board decides.

The Board has an Advisory Board of members with expertise in education, finance, Hawaiian culture, and other areas that may be of assistance in conducting the business of the school. The Board will consult periodically with members of the Advisory Board. The Advisory Board acts only to provide advice and does not have any decision-making authority. The Board will, also, form a Community Advisory Board, composed of parents and other community stakeholders to provide input to the Board.

Ultimately, it is the KA Board's responsibility to ensure that the total organization is effective in achieving its mission and efficient in using its resources.

4. If the proposed school has a *virtual or blended learning program*, a clear description of the role the governing board will play in the online learning program that ensures the effective oversight of the online learning program, including a clear and realistic description of the requisite knowledge of online learning that the proposed governing board currently possesses or will endeavor to possess.

This section is NA. The proposed school will not have a virtual or blended learning program.

5. Demonstrated will, capacity, and commitment of current and proposed governing board members to govern the proposed school effectively by providing the following:
 - a. A list of all current and identified proposed school governing board members and their intended roles;
 - b. A clear summary of members' qualifications for serving on the proposed school governing board, including an adequate explanation of how each member meets any of the considerations in HRS §302D-12 and will contribute a wide range of knowledge, skills, and commitment needed to oversee a *high-quality charter school*, including academic, financial, legal, and community experience and expertise;
 - c. Completed and signed Board Member Information Sheets ([Exhibit 4](#)) and resumes for each proposed governing board member, provided as **Attachment U (required form; no page limit)**, that demonstrates board members share a vision, purpose, and expectations for the proposed school; and

- d. If not all board members have been identified, a comprehensive and sound plan and timeline for identifying and recruiting governing board members with the necessary skills and qualifications, including a description of such skills and qualifications.
- e. If the current board will transition from an Applicant Governing Board to a more permanent governing board, a comprehensive and sound plan for such a transition, including a reasonable timeline for recruiting and adding new members; a brief description of the individual and/or collective skills sets the anticipated board members are expected to bring, with specific reference to the skill sets described in HRS §302D-12; a description of the priorities for recruitment of additional or replacement proposed school governing board members and the kinds of orientation or training new members will receive; and identification of any bylaws, policies, or procedures changes that will be necessary for such a transition.

a. Ku'uipo Laumatia, Chairperson; Lei Cummings, Fundraising; Patrick Macy, Ed.D., Educational Administration; Rae Takemoto, Arts Integration Curriculum Development; Steve Davidson, Ed.D., Finance; Mark Kohler, Law, Accounting; Jarrett Macanas, Law; Blaine Fergstrom, Communications; VerlieAnn Malina-Wright, Educational Administration, Hawaiian Culture

b. Ms. Cummings is a fundraising professional. Dr. Davidson is a retired Certified Financial Planner and Project Management Professional. Dr. Macy has extensive experience in teaching and educational administration. Dr. Malina-Wright has worked for decades in the areas of Hawaiian and other indigenous cultures. Mr. Macanas and Mr. Kohler are both attorneys and Mr. Kohler is, also, a CPA. Ms. Takemoto developed and led the Arts Integration curriculum at DOE's Pomaika'i School. Ms. Laumatia is a Project Management Professional with extensive experience in project and program management. She is, also, a long-time resident of Wahiawa and parent of a prospective KA student. Working together, they possess all the experience and expertise necessary to successfully start and oversee a *high quality charter school*. With regard to HRS §302D-12, none of the Board's members are in conflict with any provisions of the statute.

c. See **Attachment U**

d. All members of the KA Board have been recruited.

e. The current members of the Applicant Governing Board will become members of the Governing Board following approval of KA's charter. The Governing Board will be formed pursuant to the provisions of the Board bylaws, Article III, Section 4. The Board members will bring the skills described in b. above and in **Attachment U**. No changes to bylaws, policies, or procedures should be required by this transition as current bylaws (**Attachment R**) contain the procedure for this transition, including recruitment or replacement of members.

6. A clear description of effective governance procedures, including an explanation of the procedure by which current proposed school governing board members were selected and how any vacancies will be filled; an explanation of how often the board will meet both during start-up and during the school year; any plans for a committee structure and identification of chairs for any proposed committee(s); and a description of the governing

board meetings, including how and where meetings will be conducted, how the governing board will provide meaningful access to the public, and if board meetings are to be conducted virtually (such as through conference calls, videoconference, or web conference).

Members were selected pursuant to the requirements of HRS 302D-12b 1-3.

The Board bylaws (Attachment R) and HRS 302D-12 dictate effective governance procedures, including managing vacancies, frequency of meetings, committee structures, publicizing meetings, virtual meetings and conduct of meetings.

7. A clear description of any existing relationships that could pose actual or perceived conflicts if the application is approved, the specific steps that the proposed school governing board will take to avoid any actual conflicts and to mitigate perceived conflicts, and appropriate Code of Ethics and Conflict of Interest policies or procedures, provided as **Attachment V (no page limit)**, that will minimize real or perceived conflicts and align to applicable laws.

There are no existing relationships that could pose actual or perceived conflicts.

Attachment V contains the Code of Ethics and Conflict of Interest policies that outline what will be done to avoid, mitigate, and minimize real or perceived conflicts.

8. A clear description of sound plans for increasing the capacity of the proposed school governing board, orientation of new members, and ongoing training and development for members, including reasonable timelines, specific and thoughtful topics and capacities to be addressed, and requirements for participation.

The Board bylaws provide direction on increasing capacity through orientation of new members, ongoing training and development, topics to be addressed, and requirements for participation.

9. A clear description of any advisory bodies or councils, including clear roles and duties, the planned composition, the strategy for achieving that composition, and resumes of any individuals that have been identified to serve on these advisory bodies or councils, provided as **Attachment W (no page limit)**. The description must include an explanation of an effective relationship between the advisory bodies or councils and the proposed school governing board and the proposed school's leadership team or management team, including the role of parents or guardians, students, and teachers and the reporting structure as it relates to the proposed school's governing board and leadership.

KA's Advisory Board will be composed of subject matter experts and other stakeholders whose role is to lend their expertise and feedback to the Board and leadership team to ensure KA's success. The reporting structure will be such that the Governing Board will reach out when needed to Advisory Board members and those members are welcome to offer their expertise at any time. See **Attachment W** for resumes of the current Advisory Board members.

B. Performance Management

1. Comprehensive and effective plans for evaluating and monitoring academic, financial, and organizational performance that explain how the proposed school will measure and evaluate performance data, including:

- a. Academic Performance Data Evaluation Plan. A comprehensive and effective plan and system for:
- i. Collecting, measuring, and analyzing student academic achievement data of individual students, student cohorts, and the school as a whole—throughout the school year, at the end of each academic year, and for the term of the Charter Contract—including identification of the student information system to be used;
 - ii. Using the data to refine and improve instruction, including descriptions of training and support that school directors, any management team, teachers, and governing board members will receive in analyzing, interpreting, and using academic performance data to improve student learning; the qualified person(s), position(s), and/or entities that will be responsible for managing the data, interpreting it for teachers, and leading or coordinating data-driven professional development to improve student achievement; and how the person(s), position(s), and/or entities will be provided time to complete the aforementioned collection, analysis, management, interpretation, and coordination of data-driven professional development; and
 - iii. Reporting the data to the school community.
- i. KA will collect, measure, and analyze student academic achievement data through the use of current tools provided by the HIDOE:

Tool		Purpose	Frequency
eSIS	Electronic Student Information System	Manages student data including demographic info, course registration, grades, schedules, attendance, and other student-related data	Ongoing
eCSSS	Electronic Comprehensive Student Support System	Identifies, tracks, and monitors student concerns to ensure that each student reaches his/her potential through the provision of appropriate supports	Ongoing
Strive HI	Strive HI in ELA and Math	Online assessment that measures student growth aligned to the Common Core State Standards	Annually
AIMSweb	AIMS online tool	Online universal screening, progress monitoring, and data management system that supports Response to Intervention (RTI) and tiered instruction.	Three times a year universal screener
DIBELS	Dynamic Indicators of Basic Early Literacy Skills	Procedures and measures for assessing the acquisition of early literacy skills from K-6	Benchmark testing and progress monitoring
STAR 360	Renaissance Learning's STAR Literacy Assessment	K12 assessment solution to screen and group students for targeted instruction	

TenMarks	TenMarks Math	Online tool that assesses and prescribes assignments based on student need (universal screener)	
School developed assessments	Formative and summative assessments, including anecdotal records and student generated work samples	Curriculum and need-based teacher designed assessments that provide baseline and ongoing data to drive instruction	Ongoing

Assessing KA’s educational effectiveness is essential to ongoing growth in excellence for individual students as well as the development of a school-wide model that is truly responsive to students’ needs. In order to have a holistic approach to assessment, multiple school level assessments, both formative and summative, will be utilized to measure specific learning outcomes.

KA will participate in all federal and state required assessment programs as directed by the HIDOE, follow all required policies and procedures with regard to administration of tests and standardized practices. In addition to the data collected from the statewide assessment program, KA will monitor academic growth of individual students, cohorts of students, and the progress of the school as a whole.

KA’s administration will select commercially available assessments, such as the aforementioned options that best fit the needs of our students. Teachers will create pre-post assessments as a first step in implementing portfolio assessments to regularly monitor students.

All students will be evaluated with the universal screeners in the first two weeks of the school year. Ongoing assessment system may be designed as follow:

- Students who are performing above grade level will be subsequently assessed using the appropriate tools on a monthly basis.
- Students performing at grade level will be subsequently assessed every two week; and
- Students performing below grade level will be subsequently assessed weekly.

All Data will be disaggregated and used by teachers to inform and drive instruction on student knowledge and skills relative to the as follows:

Screening: Screening assessments such as the commercially available standardized assessment (STAR, DIBELS, TenMarks etc.) will be used to identify students who need additional instruction. Teachers at the beginning of the school year will screen students. Once the School has data from statewide assessments, KA will utilize this data to inform instruction to improve student learning. Data reports on these and all state-mandated assessments will be disaggregated by: student, standard, teacher, and school to inform decisions about adjustments to the educational program. These reports will be made available to all teachers (and families, and students as appropriate) to identify areas of strength and those in need of improvement, with the purpose to inform instruction, and enhance curriculum delivery, teacher effectiveness, and student growth toward proficiency/mastery.

ii. **Data Collection and Analysis:** The Data Team will be comprised of school administrators and teachers. The Data Team will compile progress-monitoring data on a quarterly basis (or when available) and will disaggregate the results for cohorts and school-wide growth. Monthly meetings (as scheduled in the Wednesday meeting rotation) will be held to:

- evaluate data and correlate to instructional decisions;
- review progress-monitoring data at the grade level and classroom level to identify students and their academic levels;
- identify professional development to enhance student achievement levels; collaborate, problem solve, share effective practices, evaluate implementation, make decisions, and practice new programs and skills; and
- facilitate the process of building consensus, increasing infrastructure, and making decisions about implementation.

The Data Team will develop an internal management system to manage and monitor students' progress. One example of an internal management system is a Data Wall. In an area without student access, a wall can be utilized to visually depict a grid chart that places students by classroom at their Reading and Math levels. During the progress monitoring meetings, student data will be reassessed and moved if progress is gained. This allows the teacher to have a visual of how their students are making progress. Each teacher will also receive their classes information via excel spreadsheet.

Reflection on Student Progress: Based on the data analysis, administrators, the Data Team, and school faculty collaboratively develop an instructional focus calendars with timelines for addressing targeted strands as denoted in assessed benchmarks. Through the use of the calendars, student assessment data will drive decisions for continuous improvement of teaching and learning processes. Teachers will modify their instruction, monitor student progress, and select appropriate classroom activities to work on student deficiencies and to guide differentiated instruction.

Grade Level/Department Meetings: Grade/Department Chairs will communicate with teachers to determine the areas of students' strengths and weaknesses as demonstrated by class work assignments and assessment results. Departments will work collaboratively to plan and support differentiated instruction to work on student deficiencies.

Differentiated Support and Targeted Interventions: Each teacher will be trained and expected to use all data available to determine the instructional focus lessons and differentiate instruction accordingly. Struggling students referred by teachers, and/or identified by the Data Team will be targeted for Early Bird/After School tutoring and/or daily pullout tutoring. Students at and above mastery level will be challenged through the use of additional hands-on investigations, projects and research assignments that will reinforce the mastery of benchmarks.

Using real-time data from frequent assessment results, KA will provide the necessary individual, classroom and/or school-wide intervention programs. The Data Team and teacher referrals will determine which students may need additional targeted interventions. Interventions may include: requiring students to attend specific targeted tutoring, Early-Bird, during school, or afterschool programs; supplemental intervention programs and support within the respective reading, math,

science classrooms through academic coaching, lesson modeling, computerized intervention programs and pull out services (as needed). The Data Team will work with students and families to accommodate schedules. Additionally, the Data Team will identify students that may need to be part of the RtI (Response to Intervention) process.

The school will use data on an ongoing basis as a feedback system to guide teachers in lesson planning and individualizing instruction and to inform students of their current levels of performance. The school will also use data on an ongoing basis to inform instructional practices allowing for increased student-learning outcomes. These actions will enhance instructional interventions by closely monitoring activities aligning results with effective instructional decision-making.

Teachers will provide a variety of formative and summative assessments to determine student growth and progress monitoring within their class. School-based assessments to be used in all courses may include:

- Weekly teacher-generated quizzes
- Unit assessments and chapter tests
- Class projects and/or investigations based on focus lessons
- Class participation rubrics
- Anecdotal records
- Video of Student Performances or Project Explanations, and/or
- Student Portfolios

Longitudinal data analysis will be reported at least annually to the State Public Charter School iii. KA will utilize the tools provided by the HIDOE to report data:

- Students and parents will receive timely reports of assessments conducted at the beginning of and throughout the school year as appropriate. In addition to the standard Strive HI report, parent/teacher/student conferences and paper copies of results as appropriate
- The school community will have access to HIDOE reports generated through Accountability Resource Center Hawaii (ARCH) <http://arch.k12.hi.us/index.html>, including
 - School Status and Improvement Report (SSIR)
 - School Quality Survey (SQS)

- b. Financial Performance Data Evaluation Plan.** A comprehensive and effective plan and system for maintaining, managing, compiling, and interpreting financial data monthly, quarterly, annually, and for the term of the Charter Contract, including descriptions of the qualified person(s), position(s), and/or entities that will be responsible for maintaining the data, managing the data, compiling it, and interpreting it for the school director and governing board and how the person(s), position(s), and/or entities will be provided time to complete the aforementioned maintenance, management, compiling, and interpretation.

Under the Service Provider Agreement, (**Attachment P**) Academica will be responsible for maintaining, managing, compiling and interpreting the school's financial data for the Principal and Governing Board. Academica will use an accounting software program accessible by Governing Board Members and Administration. In addition, the external audit will provide

additional in depth analysis of KA's finances, and will be presented directly to the Board by the external auditor.

- c. Organizational Performance Data Evaluation Plan. A comprehensive and effective plan and system for maintaining, managing, compiling, and interpreting organizational performance data monthly, quarterly, annually and for the term of the Charter Contract, including descriptions of the qualified person(s), position(s), and/or entities that will be responsible for compiling data on performance and interpreting it for the school director and governing board and how the person(s), position(s), and/or entities will be provided time to complete the aforementioned compiling and interpretation.

KA will monitor and gauge organizational performance by completing at a minimum the following surveys and assessments; parent/teacher surveys to be completed at least twice each year with a report presented to the Board on the results by the Principal, annual Board self-evaluation to be completed by all Board Members at the Board's Annual Meeting, enrollment and admissions report prepared by KA administration quarterly with waitlist, new enrollment and retention information, facilities and equipment analysis prepared by Service Provider annually to identify facility/equipment capacity and needs of KA, student academic performance presentation prepared by KA administrator at least twice a year to identify organizational changes that need to take place to enhance student academic performance.

2. A clear description of thoughtful, appropriate corrective actions the proposed school will take if it falls short of:
 - a. Student academic achievement expectations or goals at the school-wide, classroom, or individual student level, including an explanation of what would trigger such corrective actions and the person(s), position(s), and/or entities that would be responsible for implementing them;
 - b. Financial performance standards set in the Financial Performance Framework, including an explanation of the actions that would be taken if the proposed school is issued Notices of Concern or Deficiency under the terms of the Charter Contract, if the independent auditor issues findings, or if the proposed school encounters financial difficulties; and
 - c. Organizational performance standards set in the Organizational Performance Framework, including an explanation of the actions that would be taken if the proposed school is issued Notices of Concern or Deficiency under the terms of the Charter Contract or if the proposed school has a corrective action plan approved by the Commission.

a. Should Academic performance fall below expectations as per the School-Specific Measures Template (**Attachment X**), the Board will require the school administrator to implement corrective actions. Corrective actions may include additional staff professional development (pedagogy, content, classroom management, etc.), investment in supplemental curriculum resources, staff reassignment, consultation with Doral Academy, Inc. or other actions as needed.

b. Should KA's Financial performance fall below standards as per the Financial Performance Framework, the Governing Board will work with the Commission, Independent Auditor and/or

Board Finance Committee to immediately cure concerns, deficiencies under the terms of the Charter Contract, or independent audit findings. Once notified of the financial concern or deficiency the Board Treasurer will, in conjunction with the Finance Committee, develop a corrective plan of action. School administration and/or the Service Provider will be required to immediately implement the directives of the Finance Committee.

c. Should KA's Organizational performance fall below standards as set in the Organizational Performance Framework, the Governing Board will immediately comply with the corrective action plan approved by the Commission. The Governing Board, in working with the Commission, will identify and implement all necessary steps to bring the deficiency back into good standing.

3. If already developed, School-Specific Measures, provided as **Attachment X (no page limit)** and using the School-Specific Measures Template ([Exhibit 5](#)), that propose reasonable assessments that are aligned with the Academic Plan.

Please see **Attachment X**.

C. Ongoing Operations

1. If the proposed school will provide daily transportation, a sound plan describing the transportation arrangements for prospective students, including a description of how the proposed school plans to meet transportation needs for field trips and athletic events.

KA will not provide daily transportation. Parents will be asked to provide funds for field trip transportation.

2. Sound plans for safety and security for students, the facility, and property, including descriptions of policies and the types of security personnel, technology, and equipment that the proposed school will employ. If the proposed school has a *virtual or blended learning program*, the description must include physical or virtual security features to deter theft.

KA will adopt Hawaii Administrative Rules, Chapter 19 governing student safety. In addition, KA will follow the policies and procedures outlined by the HIDOE Safe Schools office. The School Operations Support Staff member will provide campus security.

The Board will adopt an Acceptable Use Policy and work with their IT vendor to implement protective procedures. The IT vendor will maintain the school's network and firewall. The Principal will work with the IT vendor to ensure that proper Internet restrictions are in place. The School will comply with all state regulations and county codes. The facility will be equipped with an anti-theft and fire alarm system which will be tested regularly to meet required educational building codes. The Board will acquire security cameras if financially feasible. All school visitors will be required to report to the front office before entering the campus and provide identification.

The school will inventory procured items to monitor all property. The principal and Academics will work together to put in place an efficient inventory system. The school will have facility insurance that will cover property and facility damage and/or theft.

As part of the employment application process, all faculty and staff will be subject to criminal

history checks. Volunteers approved to work with students on a consistent basis will be subject to criminal history checks and be supervised by school employees.

3. If the proposed school will provide food service, a sound plan describing the proposed school's plan for providing food to its students, including plans for a facility with a certified kitchen, transporting food from a certified kitchen, or other means of providing food service that is in compliance with applicable laws.

KA will have a kitchen area equipped with sinks, refrigerators and heating ovens. KA will obtain a health inspection and permit from the Department of Health-Sanitation Branch.

KA will issue an RFP and identify a qualified food service provider by July 2017.

D. Student Recruitment, Admission, and Enrollment

1. A sound, thoughtful, and comprehensive plan for student recruitment and marketing that will provide equal access to interested students and families and specifically describes plans for outreach to families in poverty, academically low-achieving students, students with disabilities, and other youth at risk of academic failure, as well as plans for promoting socioeconomic and/or demographic diversity, including a description of how the proposed school will attempt to make itself attractive to families with relatively higher incomes and/or levels of formal education if the proposed school is projecting a high percentage of free and reduced lunch and intends to achieve socioeconomic and/or demographic diversity.

The KA student recruitment and marketing plan will include:

- Repeated direct mail to all families with children ages 3-11 residing from the North Shore to Aiea.
 - Regular Parent Interest Meetings will be held through the opening of the school
 - Social media (Twitter, Instagram, Facebook) announcements and posts
 - A series of email campaigns
 - The KA website will contain announcements, updates, and a vehicle for families to indicate interest and provide their contact information
 - Posters will be placed in conspicuous areas such as the local grocery store bulletin boards, libraries, convenience stores, church bulletin boards, and restaurants.
 - Presentations to local civic organizations and leaders.
2. If applicable, the identification and description of any enrollment preferences that the proposed school would request that are in compliance with federal and state law and any Commission policies or guidelines, including a reasonable justification for the enrollment preference request.

KA will request that children of faculty and staff, any board member, and siblings of children already admitted to KA will be exempt from any lottery.

3. An admission and enrollment policy, provided as **Attachment Y (no page limit)**, that complies with applicable laws and any Commission policies or guidelines, ensures the proposed school will be open to all eligible students, and includes:

- a. A reasonable timeline and comprehensive plan for the application period, including admission and enrollment deadlines and procedures and an explanation of how the school will receive and process applications;
- b. A reasonable timeline and comprehensive plan for student recruitment or engagement and enrollment;
- c. Effective procedures for lotteries, waiting lists, withdrawals, re-enrollment, and transfers in accordance with state and Commission requirements; and
- d. Descriptions of reasonable pre-admission activities for students and parents or guardians, including an explanation of the purpose of such activities.

The KA Admission and Enrollment Policy is provided as **Attachment Y**.

E. Parent Involvement and Community Outreach

1. A clear description of the proposed school's philosophy on parent and community involvement and the role of parents or guardians and the community in the proposed school, including a summary of what has been done to assess and build parent and community interest in the proposed school and the results achieved.

Our philosophy is that parents and the community are integral parts of KA. To assess and build parent and community interest we have

- Mailed 12,000 postcards to families with children ages 3-11 residing in Wahiawa, Mililani, Schofield and Wheeler
- Parent Interest Meetings were held on 12/15/15 and 2/9/16
- Social media (Twitter, Instagram, Facebook) announcements and posts have been going out for the last year
- Email updates have been sent out for the last two months
- The KA website has been regularly updated with news about KA and families have been using it to indicate interest and provide their contact information
- Posters/brochures have been placed in conspicuous areas such as the local grocery store bulletin boards, libraries, convenience stores, church bulletin boards, and restaurants.
- Presentations have been made to local civic organizations and leaders over the last several months.

KA has received interest from more than 14 teachers and from the parents of more than 80 children. Many local organizations have expressed strong support for KA. In addition, two state legislators have expressed great interest in having KA in their community.

2. Sound parent engagement plans that are welcoming and accessible to all parents or guardians from the time that the proposed school is approved through opening and after the proposed school is opened, including plans for building family-school partnerships that strengthen support for learning and encourage parental involvement and any commitments or volunteer activities the proposed school will seek from or offer to parents or guardians.

The KA parent engagement plan will include: regular meetings between parents and school

leadership, parent workshops, student-parent activities, volunteer opportunities, membership on the Advisory Board, committee membership, parent feedback surveys, and participation in school events.

3. Effective strategies describing how the proposed school will inform and engage parents or guardians and the community about the proposed school's development.

Please see responses to III. D. 1. and III. E. 1. and III. E. 2.

4. A description of any community resources and partnerships the proposed school has established with community organizations, businesses, or other educational institutions that will benefit students and parents or guardians, including the nature, purposes, terms, and scope of services of any partnerships and existing evidence of commitment and support from identified community partners, provided as **Attachment Z (no page limit)**, such as letters of intent or commitment, memoranda of understanding, and/or contracts.

Built partnerships and garnered support from UH Manoa College of Education, Hawaii Arts Alliance, Honolulu Theater for Youth, Hawaii Fashion Ed, Waikiki Hawaiian Civic Club, Honolulu Arts Museum, The Mana'olana Foundation, and Pacific American Foundation. Each of the details regarding what and how each supporter will partner with us and what we will provide them is described **Attachment Z**.

Kamalani has recently presented to several state Legislators, the Wahiawa Neighborhood Board, the Lion's Club, Rotary Club, and the Wahiawa Minister's Group.

We have letters of support from: Rep. Marcus Oshiro, Senator Donovan Delacruz, Wahiawa Lion's Club, Wahiawa Minister's Group, Wahiawa-Waialua Rotary Club, Our Lady of Sorrows Parish - Pastor Richard McNally.

F. Nonprofit Involvement

1. If applicable, a clear and comprehensive description of the proposed school's associated nonprofit organization, including its current tax status and/or the plan and timeline for obtaining tax exempt status and the nonprofit's mission and purpose. The description must specifically identify ways that the proposed school's associated nonprofit organization will support the proposed school (such as community fundraising, developing partnerships, finding alternative funding sources, writing grants, and finding other ways to leverage existing resources) and specify any grants or programs that the nonprofit is planning to use. If the nonprofit's mission is not to solely support the proposed school, the description must also adequately explain any competing interests for the nonprofit's time and resources and how the proposed school will ensure such competing interests will not hinder the school's ability to operate and obtain outside supports.

Not applicable because the proposed school does not have an associated nonprofit organization.

2. A list of all current and identified nonprofit board members that is in compliance with the State Ethics Code and their intended roles and a description demonstrating that the nonprofit board members have the necessary experience and qualifications relevant to the above means of supporting the proposed school. If none of the current nonprofit board

members have the requisite experience or capacity, the description must explain a comprehensive plan to identify and recruit individuals with the necessary experience and capacity.

Not applicable because the proposed school does not have an associated nonprofit organization.

G. Geographic Location and Facilities

1. Geographic Location.

- a.** A description, with reasonable specificity, of the geographic location of the proposed school's facility, including the DOE complex area(s) in which the proposed school will be located.

The School will be located within the facility previously occupied by the Our Lady of Sorrows School, 1403-A California Avenue, Wahiawa, HI 96786.

- b.** A reasonable rationale for selecting the geographic location and a comprehensive description of the research conducted, if any, to support that rationale.

It is KA's desire to place its school in an area where students can benefit from its arts integration, Hawaiian cultural foundation. As shown in the table responding to I.A.3 there are many elementary schools in the Wahiawa area that have performed below state averages on the SBAC Math and ELA tests. The SBAC results in Middle School, particularly Wahiawa Middle School, are well below state and national averages. There are many economically disadvantaged students and KA wishes to provide their families a quality, tuition-free education. Wahiawa was also selected because of the special role it plays in Hawaiian culture. Wahiawa is the *piko*, or center, of the island from which everything flows.

2. Facilities.

- a.** If the proposed school has not obtained a facility, a comprehensive, reasonable, and sound plan and timeline for identifying, securing, renovating, and financing a facility—including identification any brokers or consultants the applicant is employing—that will be in compliance with applicable building codes and meet the requirements of the Academic Plan, including the needs of the anticipated student population. The plan must briefly describe possible facilities within the geographic area in Criterion III.G.1, including addresses, square footage, square footage rent, amenities, previous use, and a general assessment of what needs to be done to bring each possible facility into compliance. If the proposed school has a *virtual or blended learning program*, or relies heavily on technology, the description must adequately explain how each possible facility will support the proposed technology model, including electrical capacity and access to sufficient network capacity.

KA has chosen a facility located at 1403 California Ave, Wahiawa. CBRE identified the building, which was previously a private K-8 school. The owner of the site, Our Lady of Sorrows church (OLS,) has expressed interest in leasing their facility for use by KA (Letter of support in **Attachment HH**).

Planning consultant PBR Hawaii is currently working to acquire a Conditional Use Permit (CUP) for the site. Turner-Agassi Charter School Facility Fund (TACSFF) (Letter of commitment in **Attachment HH**) will provide the financing for the site. When KA receives its charter approval in August of 2016, TACSFF will immediately enter into a lease agreement with OLS. KA will lease the facility from TACSFF.

Architect Mike Muromoto of Design Partners visited the site to see what improvements will be necessary. TACSFF will work with Design Partners and the chosen contractor (TBD) to create a facility improvements budget. After TACSFF enters into a lease, the contractor will begin renovations. The school will be ready for use by July, 2017.

The identified site is approximately 14,500 square feet. It includes 10 classrooms, one office area, one small kitchen area, and four bathrooms (two boys, two girls). Each classroom is approximately 1,200 sq. feet. The site contains a large grass field and a blacktop surface area with basketball courts and hoops. Improvements to be made include: new roof, exterior/interior paint, new carpet, new light fixtures, ADA compliant lift, railing repairs and electrical repairs.

- b. If the proposed school plans to add students or grade levels during the first five years, a reasonable and sound facility growth plan that shows how the school will accommodate the additional square footage necessary for additional students, faculty, and staff and sufficiently identifies any permits or rezoning that might be necessary to implement the facility growth plan.

In year 3 (300 students), the school will obtain proper permitting for the installation of 2 portable classrooms.

H. Start-Up Period

1. A comprehensive, reasonable, and sound management plan for the start-up period, provided as **Attachment BB (no page limit)**, that aligns with the Academic, Organizational, and Financial Plans (including the start-up year (Year 0) budget in the Financial Plan Workbook). The management plan must detail the start-up plan for the proposed school, including specific tasks, timelines, milestones, and responsible individuals for each of the following areas:
 - a. Plans to obtain financing for the proposed school's facility, highlighting the alignment of the financing plan with the timing of obtaining and renovating the facility, as described in Criterion III.G.2;
 - b. Plans to fund the start-up period, including all plans for fundraising and grant writing and a description of any specific fundraising opportunities and grants the applicant has identified;
 - c. Plans to market the proposed school to the school's anticipated student population and develop partnerships with other charter schools, DOE schools, and private schools to identify possible students and achieve the proposed school's projected enrollment, including any other ways the applicant plans to achieve its projected enrollment;

- d. Plans to hire teachers, administrative staff, and support staff during the start-up period, if any, incorporating the timelines for hiring teachers, described in [Criteria II.E.4](#), and delivering the professional development, described in [Criteria II.E.2](#);
- e. Plans to identify, recruit, select, and add or replace new governing board members that align with the recruitment plan described in [Criterion III.A.5.d](#), the governing board transition plan described in [Criterion III.A.5.e](#), and any governing board training described in [Criterion III.A.8](#), as applicable; and
- f. Any other plans for activities that will need to be completed during the start-up period, such as the selection of curriculum materials, as applicable.

A management plan for the start-up period is provided as **Attachment BB**.

- 2. A sound plan for leading the development of the school during its pre-opening phase, including identification of capable individuals who will work on a full-time or nearly full-time basis following approval of the application to lead development and implementation of the plan to open the proposed school and a description of a viable plan to obtain the funding necessary to compensate these individuals that is aligned with the budget.

Leading the pre-opening phase, on a nearly full-time basis, will be Martha Evans (Principal,) Steve Davidson, and Ku`uipo Laumatia.

Principal Evans' responsibility will be to implement the academic components of the start-up plan, including recruiting and training new staff. She will, also, speak at open houses and community events. Principal Evans will not be paid a salary until the school receives state per pupil revenue.

Steve Davidson and Ku`uipo Laumatia will oversee the implementation of the organizational and financial components of the start-up plan.

I. Conversion Charter School Additional Organizational Information

Not Applicable. The proposed school is not a conversion charter school.

IV. Financial Plan

A. Financial Oversight and Management

1. A clear description that gives reasonable assurance that the proposed school will have sound systems, policies, and processes for financial planning, accounting, purchasing, and payroll, including an adequate explanation of how the proposed school will establish and maintain strong internal controls and ensure compliance with all financial reporting requirements. The description must also explain the plans and procedures for conducting an annual audit of the financial and administrative operations of the proposed school that is in accordance with state law, including a reasonable annual cost estimate of the audit that is included in the Financial Plan Workbook.

The Governing Board will oversee all aspects of the fiscal management of the school. The auditors, accountants and Service Provider retained by the Board will provide financial planning, financial statements and accounting reports to ensure compliance with state and federal reporting guidelines.

Under the supervision of the Board's treasurer, and in conjunction with the School's audit firm, Academica will be responsible for the school's bookkeeping, financial reporting, and financial liability. Academica will perform monthly bank statement reconciliations to ensure proper accounting of all funds. Also, a budget versus actual report showing variances in income/expenses will be provided at all board meetings for the Board's review. In conjunction with the School Principal, budgets will be reviewed and monitored for planned and/or unforeseen expenditures. There will be a dual signature policy for checks exceeding \$2,500, as well as Board Chair signature on any check above \$25,000. Purchase orders will be required for all purchases with the Principal's signature serving as proper authorization.

Academica will provide training as well as assistance to the School's Office Manager and/or Treasurer in the matters of bookkeeping and payroll. Payroll will be outsourced to a licensed payroll company for proper compliance regarding Federal/State deductions as well as payment on benefits.

The Principal of the school will supervise the daily cash collections at the school. KA will follow generally accepted accounting principles. The Governing Board will ensure completion of the annual audit of the financial and programmatic operations of the school. There will be strict adherence to the designated use of restricted and temporarily restricted funds. There will be timely draw down of funds, report generation and filing. All parties will be held accountable for the results of the external audit. Exceptions noted by the external auditor will be reported to the Governing Board and will be considered during the annual review of performance of the Principal and contractors.

2. A clear description of the roles and responsibilities that demonstrates a strong understanding of the appropriate delineation of such roles and responsibilities among the proposed school leadership team or management team and proposed school governing board regarding school financial oversight and management.

The Governing Board will oversee all aspects of the fiscal management of the school. Under the supervision of the Governing Board, Board Treasurer, and in conjunction with KA's audit firm,

Academica will be responsible for the school's bookkeeping and financial reporting. The Principal will supervise the daily cash collections at the school, monitor the school budget, and sign purchase orders. The Board Chair will sign any check above \$25,000. The Governing Board will ensure completion of the annual audit of the financial and programmatic operations of the school. The Governing Board will use the information received from the annual audit to assess the performance of the School, the Principal, and all other parties involved in providing services to the school.

3. A description of sound criteria and procedures for selecting vendors or contractors for any administrative services, such as business services, payroll, and auditing services, including reasonable anticipated costs that are reflected in the Financial Plan Workbook.

The procedure for selecting vendors and contractors will involve creating and distributing an RFP. When responses to the RFP are received, selection will be done based on such criteria as cost, adherence to requirements, vendor reputation, timeliness, and quality.

Anticipated costs:

Audit \$12,000, Food services \$3,000, Doral affiliation \$6,237, IT \$11,000, Attorney \$7,000, Payroll \$5,760, Service Provider \$60,600

B. Operating Budget

1. Complete, realistic, and viable start-up and three-year operating budgets, provided through the Financial Plan Workbook ([Exhibit 6](#)) as **Attachment FF (required form)**, that align to the Academic and Organizational Plans.

The start-up and three-year operating budgets are provided as **Attachment FF**.

2. Budget Narrative. A detailed budget narrative that clearly explains reasonable, well-supported cost assumptions and revenue estimates, including but not limited to the basis for revenue projections, staffing levels, and costs. The narrative must specifically address the degree to which the school budget will rely on variable income (especially for grants, donations, and fundraising) and must include the following:
 - a. A description indicating the amount and sources of funds, property, or other resources expected to be available not only via per-pupil funding but also through corporations, foundations, grants, donations, and any other potential funding sources. The description must note which are secured and which are anticipated; explain evidence of commitment, and provide such evidence as **Attachment GG (no page limit)**, for any funds on which the proposed school's core operation depends (*e.g.*, grant award letters, MOUs); and describe any restrictions on any of the aforementioned funds.
 - b. A sound contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated, including contingencies for scenarios where the official enrollment of the proposed school is substantially lower than projected and/or anticipated variable income is not received. The contingency plan must also include a Year 1 cash flow contingency, in the event that revenue projections are not met in advance of opening.
 - c. If the proposed school has a *virtual or blended learning program*, a clear and comprehensive description of the necessary costs for delivery of such program,

including costs associated with hardware, software, peripheral needs (cases, headphones, chargers, etc.), storage, and network infrastructure needs, as applicable.

a. Revenue Assumptions:

Functional Category: Grants/State Per Pupil (Line 1): KA's Financial Workbook (**Attachment FF**) illustrates the anticipated State Per Pupil Revenue to be \$6,500 for 2017-2018 school year. To be conservative, KA budgeted State Per Pupil revenue @ 95% or a 5% contingency. In Year 1, KA budgeted \$1,247,350 in State Per Pupil Revenue for 202 students. For Years 2 & 3 KA kept projected State Per Pupil Revenues at \$6,500 per pupil. Additionally KA, to be conservative, budgeted at 95% State Per Pupil Revenue or a 5% contingency.

KA expects to apply for additional funding from sources that are reliable, but unsecured at this time, including: Title 1 funds, Title 2 & 3 Funds.

Functional Category: Contributions, Cash (Line 9): KA will receive a \$25,000 contribution from Academica Inc. to help with start-up and marketing costs before its first year of operation.

Additional Sources of Revenue: KA, in the creation of its budget, did not want to input assumptions that relied on unsecured funds. As such, the budget includes only State Per Pupil funds and a \$25,000 donation from Academica Inc. during the start-up phase.

Expense Assumptions:

Functional Categories: Textbooks, Instructional Supplies, Instructional Technology, Instructional Software and Furniture and Equipment (Line 261, 266, 264, 268 & 450): KA Academy assumes it will cost approximately \$900 per student to outfit the campus with Furniture, Fixtures, Technology and Curriculum (FFTC). The school assumes that it will be able to secure a 5.0% interest lease rate over 4 years with a purchase option at the end of the fourth year. KA's lease structure will be similar to that used by Doral Academy of Nevada. KA's contracted service provider, Academica, has relationships with Zion's National Bank and GE Capital, among many other lending institutions. It is assumed that the lease expense will increase by approximately 27% (student population increase) in the second year and 20% (student population increase) in the third year of operation. Of the \$900 per student KA expects to spend, 40% (\$72,720) will be for Textbooks & Related Materials, 40% or (\$72,720) for Furniture & Equipment and 20% (\$36,360) for Technology. This will allow the school to be fully equipped with books, chairs, desks, and technology. The School budgeted \$10,000 for general supplies to pay for paper, pencils and other necessary general supplies. The School also budgeted \$5,000 for instructional software to pay for software rights and licenses. The School's budget for these expenses increased by the student population in year two (27%) and year three (20%).

Functional Categories: Clerical, Principal, Classroom Teachers, Specialist Teachers, Prof. Development Staff and Counselor (Line 181, 211, 221, 222, 241, 251, 310): In year one of operation, KA budgeted:

- \$130,000 for a Principal;

- \$55,000 for an Arts Integration Curriculum Specialist;
- \$400,000 for 8 Classroom teachers (an average salary of \$50,000);
- \$100,000 for two Specialist Teachers (an average salary of \$50,000);
- \$45,000 for an Office Manager;
- \$20,000 for a Paraprofessional/Teacher's Aide
- \$25,000 for a Day Porter/Security (AKA School Operations Support Staff Member)

In Year two: A Receptionist (\$20,000) and two additional core teachers will be added. KA assumed annual salary increases for teachers of 3% per year and 1.5% per year for administration.

Functional Category: Contracted Services (Line 132): Academica's (ESP) service fee is \$450 per pupil per year. Academica's contract with KA Academy will allow for a reduction in the fee if financially necessary. In the school's first year of operation, Academica's reduced fee is \$300 per student, totaling \$60,600 assuming enrollment of 202 students. In the school's second year of operation, if per pupil funding does not increase from \$6,500, Academica's reduced fee will be \$300 per student. The School's second year budget assumes a management fee of \$300 per pupil with 254 students totaling \$76,200. In the School's third year of operation, if per pupil funding does not increase from \$6,500, Academica's reduced fee will be \$400 per student. The School's third year budget assumes a management fee of \$400 per pupil with 306 students totaling \$122,400.

KA will be responsible for identifying an independent accounting firm to provide its annual audit. KA will submit its final audit report to the Charter School Commission no later than November 15th of the subsequent year. KA budgeted \$12,000 for an audit of its first year. The audit for year one will be expensed in the subsequent year because it will not occur until after the end of the fiscal year or June 30th.

Functional Category: Contracted Services (Line 242): The affiliation fee to Doral Academy Inc. is 1% of KA Academy's annual state per pupil revenue. KA Academy will use the 1% fee to receive professional development and best practices training from Doral Academy Inc. principals and faculty, travel to out-of-state trainings and meetings, etc. The affiliation agreement will provide accreditation, and KA Academy will participate in Doral Academy Inc.'s accreditation renewal process. Doral Academy Inc. will reduce their affiliation fee to 0.5% in year 1 to help with the School's financial viability.

Functional Category: Contracted Services (Line 142, 152 & 162): The School budgeted \$5,760 or \$240 per employee per year to acquire the services of a payroll company to process the School's employee payroll and provide human resource support. The School also budgeted \$7,000 to retain the services of an attorney or law firm for specific legal services (legal fees will increase if additional services are requested). The School will budget \$11,000 for contracted Technology (IT) Services. The IT services will include: server, firewall and network setup/maintenance.

In years two and three, the KA assumes the cost of accounting/auditing and legal services will not increase significantly. The School assumes that the cost of Payroll and IT Services will increase incrementally by the student population in year two (27%) and year three (20%).

Functional Categories: Travel & Food Service Program (Line 244 & 350): KA assumes it will need to budget \$6,500 for travel, professional development, and other expenses. The School assumes it will need to budget \$3,000 for its food services program. The School may use the budgeted food service program funds to provide lunch for students who are unable to bring or purchase a lunch. The School increased the cost of food service and travel/professional development for the subsequent years.

Functional Category: Substitute Teachers (Line 370): KA will budget \$15,000 for substitute teachers. This line item assumes that 8 classroom teachers and 2 specialist teachers will each take 10 sick leave days with a \$150 daily substitute teacher cost. The School assumes that the cost of substitute teachers will incrementally increase by the increase in the number of teachers in years 2 & 3.

Functional Category: Utilities, Maintenance of Building and Custodial Supplies (Line 415, 420 & 455): The School will budget in year one, \$45,000 for electricity, sewer and waste based upon schools of similar size. The School assumes it will cost approximately \$35,000 to maintain the building and grounds. This includes \$21,500 for contracted janitorial services, \$6,000 for lawn service, and \$7,000 for unexpected facility repairs.

Functional Category: Networking/Telecommunications and Rental/Lease of Equipment (Line 430 and 445): The School will budget \$3,000 for phone and Internet networks and \$8,500 for a copier lease. The School assumes that phone and Internet networks costs will not significantly increase over a three-year period. The School assumes that the copier lease will increase incrementally by the student population growth in year two (27%) and year three (20%).

Functional Category: Insurance (Line 570): The School will budget \$10,000 for directors and officers insurance for the Governing Board and \$10,000 for facility insurance. The School assumes that insurance costs will increase approximately 10% each year.

Functional Category: Rental/Lease of Buildings & Grounds (Line 440): The school has identified a primary facility in Wahiawa that is approximately 12,000 sq. feet. KA has begun negotiations with the facility owner. The facility previously housed a private school but now is only renting one room to a Pre-K. Due to the lack of prospective tenants, KA expects that it will be able to contract the property for \$162,155 in year 1. This would equate to \$17.6 per sq. foot. KA expects to enter into a triple net lease. KA expects that the lease will have a standard annual escalator of approximately 3% per year.

In year 3, KA will need to acquire 2 portable classrooms to house the addition of 52 students. KA has budgeted \$30,000 for the lease of 2 portable classrooms.

KA's affiliated school system Doral Academy Inc. has used the Turner-Agassi Charter School Facility Fund (TACSFF) to fund three of their facilities. Respectively TACSFF has invested approximately \$50 million to build Doral Academy of Nevada's four campuses. Please see the letter of interest from TACSFF regarding the acquisition of a facility for KA Academy.

b. Contingency Budget:

The contingency plan shows that, given a scenario where KA's anticipated enrollment comes in 15% lower than expected, KA will still be able to meet all of its obligations while providing a top tier education for its students. The year-end cash balance for KA, should anticipated enrollment come in 15% below target, is calculated to be \$15,694.

Revenue Assumptions:

KA assumed a 15% loss in their projected year one enrollment plan for the contingency budget. In assuming a 15% loss in students, KA would go from 202 students to 172 students. Assuming state per pupil revenues will be \$6,500 per pupil, this is a \$195,000 change in anticipated revenues. KA did not rely upon any other forms of revenue in budgeted year one.

Expense Assumptions:

Functional Category: Contracted Services (Line 132 & 242)

Academica (ESP) has always been willing to work with their schools to help them in times of financial hardship. If KA were to experience a 15% loss in anticipated enrollment, Academica would waive their fee. Academica has done this in similar situations such as experienced by Mater Academy of Nevada in 2014. This is a difference of \$60,600 from the year one budget with full enrollment.

Doral Academy Inc. will waive their affiliation fee in year one should KA experience a drop in anticipated revenues. This is a difference of \$6,236 from the year one budget with full enrollment.

Functional Category: Salaries (Line 232 & 241)

With a significant drop in revenues the school will likely have to make changes to its proposed staffing plan. Within the 'Contingency Budget,' the TA position was removed and the Arts Integration Curriculum Specialist was moved to half time for a total savings of \$47,500. The Principal, Board and ESP would be consulted in making personnel decisions that would reduce the size of the school staff.

Functional Category: Travel/Prof. Development, General Supplies, Rental Equip. (Line 244, 264 & 445)

KA, in its contingency budget, lowered Travel/Professional development from \$6,500 to \$3,000. KA would need to identify additional sources of funding outside of the State Per Pupil Revenue to support their professional development budget. The contingency budget also includes a combined reduction in General Supplies and Copier expenses by \$4,500. This would mean that the school would rely more heavily on paper drives and donations from involved parents.

Contingency Plan Summary:

KA understands the importance of managing public dollars and will do everything within its power to create a financially stable environment for the school. Should anticipated revenues come in lower than expected, KA will make budget revisions with input from the school principal, school community, and Academica. The contingency plan described above includes the same anticipated expenses from the Year 1 financial workbook budget except for those identified as being changed. This contingency plan described results in a \$15,694 year-end budget balance.

- c. This section is Not Applicable. The proposed school will not have a virtual or blended learning program.

V. Applicant Capacity

A. Academic Plan Capacity

1. Evidence that the key members of the proposed school’s academic team have the collective qualifications and capacity (which may include, but is not limited to, documented and relevant credentials and experience reflected in the resumes of all members and an understanding, as demonstrated by the application responses, of challenges, issues, and requirements associated with running a *high-quality charter school*) to implement the school’s Academic Plan successfully. The evidence must include a description that:

- a. Clearly identifies the key members of the applicant’s academic team that will play a substantial role in the successful implementation of the Academic Plan, including current or proposed governing board members, school leadership or management, and any essential partners who will play an important ongoing role in the proposed school’s development and operation; and
- b. Describes the academic team’s individual and collective qualifications for implementing the proposed school’s Academic Plan successfully, including sufficient capacity in areas such as school leadership, administration, and governance; curriculum, instruction, and assessment; performance management; and parent or guardian and community engagement.

a. Members of the Academic Team include Governing Board members Rae Takemoto, Dr. VerlieAnn Malina-Wright, Dr. Patrick Macy (whose qualifications and experience are set forth in section III.A.5.a-b and **Attachment U**), Principal Martha Evans (whose qualifications and experience are set forth in section V.A.4 and **Attachment II**) and Advisory Board Members Dr. Jaime Simpson Steele, Albert Nahale-a, Evan Anderson, Lei Ahsing (whose qualifications and experience are set forth in **Attachment W**).

b. Dr. Macy, as a former Teacher, Principal, and School District Superintendent has experience in school leadership, governance, administration and performance management. Rae Takemoto is currently the Director for The President’s Arts Turnaround Program in Hawaii and is the former Arts Integration Curriculum Specialist at Pomaikai’I Elementary School. She has extensive experience in curriculum development, instruction, and assessment. Dr. VerlieAnn Malina-Wright is a nationally and internationally known expert in educational administration and indigenous cultures. She has experience in educational leadership, administration, assessment, performance management and governance. Dr. Jamie Simpson-Steele is an Assistant Professor at the University of Hawaii and former teacher. Her experience is in instruction, assessment, parent engagement, and arts integration outcome research. Albert Nahale-a is an educator at Kamehameha Schools and former Principal at Laupahoehoe Community Public Charter School. He has experience with leadership, administration, and parent and community engagement. Evan Anderson currently works as the Arts Integration Coach at Voyager Charter School and has experience with instruction, leadership, and curriculum. Lei Ahsing is currently the Education Director for Hawaii Arts Alliance and has experience with curriculum, leadership, administration, and community engagement.

2. A description of the academic team’s clear ties to and/or knowledge of the community in the geographic area where the facility is or will be and/or areas where the anticipated student population will come from.

KA’s closest tie to the Wahiawa community is its Board Chair, Ku`uipo Laumatia. She lives in Wahiawa and her school age children attend area schools. She has been able to communicate to the academic team what life is like in Wahiawa, from the perspective of a long-time resident. Principal Evans knows intimately rural communities like Wahiawa from having lived on Lana`i for 35 years. Oahu, being a small island, all members of the academic team know Wahiawa. They know it as a unique blend of old-time plantation values and work ethics, military influences, and small businesses. Everyone is aware of the fluctuation in population due to deployments and reassignment of military personnel and the impact on the community and its businesses. Their understanding of the history, culture, and diversity of the community will aid them greatly in working with the students and families of Wahiawa.

3. A description that identifies any organizations, agencies, or consultants that are essential partners to the successful planning and establishing of the proposed school and/or implementation of the Academic Plan; explains the current and planned roles of such essential partners and any resources they have contributed or plan to contribute to the proposed school’s development; and includes evidence of support, provided as **Attachment HH (no page limit)** (such as letters of intent or commitment, memoranda of understanding, and/or contracts), from such essential partners demonstrating these partners are committed to an ongoing role with the proposed school, if applicable.

KA’s essential partners are Academica Nevada, Doral Academy, Turner-Agassi Charter School Facilities Foundation and Our Lady of Sorrows parish.

Academica Nevada, a national charter school management company, will provide business support services to KA, freeing up the Principal to focus on the students, teachers, parents, and the academic plan. Academica will assist the Board with: creating budgets and financial forecasts, monitoring and assuring compliance, locating and securing a facility, maintaining financial records, providing human resource services, coordinating board meetings, ensuring regulatory compliance, and many other services. Academica’s proposed agreement is found in **Attachment Q** and Letter of Support is provided in **Attachment HH**.

Turner-Agassi Charter School Facilities Foundation (TACSFF), a facilities development company, will provide facility financing and related services to KA. TACSFF has numerous sources of development funds available for quality school facilities and has previously funded many school sites with Academica and Doral Academy. A Letter of Commitment is provided in **Attachment HH**.

Our Lady of Sorrows (OLS), the Catholic parish where the school site is located, will provide a lease for the facility. Their Letter of Intent is provided in **Attachment HH**.

Doral Academy, a highly successful arts integration charter school network, will provide the following affiliation services: use of all programs, curricula, partnerships, best practices, training, accreditation, and professional development. The Doral Letter of Commitment can be found in **Attachment HH**.

These essential partners will each have clearly delineated roles and responsibilities in their respective contracts enabling the KA Board, Leadership Team, Faculty and Staff to meet the vision and mission of the school. Their willingness to work with KA and provide their expertise and assets to our newly developing school will provide benefits such as economies of scale, cost savings, available resources, and procurement and leasing options that would otherwise be nearly impossible to attain.

4. School Director.

If the school director is known, a description that:

- a. Identifies the school director;
- b. Summarizes the school director's academic and organizational leadership record and includes this individual's resume, provided as **Attachment II (no page limit)**;
- c. Discusses and demonstrates evidence of the proposed school director's experience in and ability to design, launch, and lead the proposed school in achieving its mission and effectively serving the anticipated student population, as well as evidence that the proposed school director is well qualified to implement the Academic Plan.
- d. Describes a thorough recruiting and selection process for selecting the school director, including the rigorous criteria used for screening and selecting candidates based on experience and ability to design, launch, and lead a *high-quality charter school*.

a. The Principal of Kamalani Academy will be Mrs. Martha Evans.

b. Please see **Attachment II**.

c. Mrs. Evans has served in numerous academic and organizational leadership roles throughout her career. As a teacher at the island of Lanai's only school, Mrs. Evans taught students in grades 4 through 6. In addition to serving as department chair for both the upper elementary grades and Social Studies, she was also active in the Hawaii State Teachers Association (HSTA Lana'i Chapter Chair, standing committee member, as well as state and national convention delegate). Mrs. Evans represented teachers on the School Community Based Council for several years. She chaired the Lana'i Island Native Hawaiian Education Council and was a member of the State of Hawai'i Native Hawaiian Education Council (whose purpose it is to advise the Federal Government on issues of education as related to the Native Hawaiian Education Act, NHEA, enacted by Congress to meet the educational needs of Native Hawaiians).

As the school level resource teacher, Mrs. Evans was responsible for designing, coordinating, and delivering professional development opportunities for both the school faculty and staff and the community-at-large. In the mid-1990's, thanks to a generous grant from Mrs. Maria Murdock, Mrs. Evans was trained and certified as one of only seven Reading Recovery teachers in the State of Hawai'i. Mrs. Evans coordinated a number of Space Conferences for Lana'i High and Elementary School in conjunction with Art Kimura and the Hawaii Space Grant Consortium. She was also responsible for planning, coordinating, fund-raising, and leading the sixth grade

Hawai'i Island trip for over thirty years. Given the size and the socio-economic status of the community, this was a huge undertaking that always garnered an unbelievable amount of support.

Beginning in December of 1999, through May of 2010, Mrs. Evans served as the vice principal of Lana'i High & Elementary School. As such, she was responsible for teacher supervision, professional development, assessment and testing, accreditation, etc.

Mrs. Evans' community activities included serving on and chairing the Na Pua No'eau (Center for Gifted and Talented Native Hawaiian Children) Island Advisory Council; chairing the Sacred Hearts Parish Pastoral Council and the Lana'i Archaeological Council. She also served as the President of Lanaians for Sensible Growth and was a founding member and chair of the Lana'i Culture and Heritage Center.

After retiring from the Hawaii State Department of Education in 2010, Mrs. Evans relocated to the island of O'ahu. She was employed at Saint Louis School, the only all male private school in the state. Her time at Saint Louis was spent in numerous capacities that allowed her to make the most of past experience and success. As the curriculum coordinator, she developed and implemented an assessment plan to systematically track student progress. She facilitated a review of curriculum and together with the administration and faculty introduced numerous curricular improvements. The adoption of the College Board's SpringBoard program in English Language Arts and Mathematics assured alignment with the Common Core State Standards. In 2012 she was named Vice Principal of Academics. In addition to her responsibilities as Vice Principal, she also introduced online course offerings for both credit advancement and recovery. She served as Saint Louis Principal from January through June 2014. From June 2014 through July 2015, Mrs. Evans was responsible for revising and revitalizing the school's scholarship and grants program. Her previous experience in grant writing and management allowed her to procure several grants for the school.

Mrs. Evans is currently employed at McKinley Community School for Adults (Hawaii State Department of Education). As the part-time curriculum coordinator she is responsible for reviewing, assessing, and delivering professional development opportunities to meet the needs of teachers and students in the English Language Acquisition program.

Mrs. Evans' experience over the years in various school level and community level capacities has prepared her well to design, launch, and lead the proposed school in achieving its mission and effectively serving the anticipated student population. Her academic background and passion for education ensure that she will implement the Academic Plan effectively and efficiently.

d. The recruiting strategy for the KA Principal primarily involved networking. Members of the Board were tasked with seeking out qualified candidates. The primary criteria for selection were a demonstrated history of success at: classroom teaching, curriculum design, educational leadership, administrative leadership, communicating with students and parents, and community involvement. Mrs. Evan was first interviewed by several KA Board and Academica team members. Following that, she was interviewed by Board Chair Laumatia and the CEO of

Academica. Next was an interview with the Principal of Doral Academy. The last interview was with the KA Founding Board. Finally, the candidate's references were thoroughly checked.

5. Management Team. A description of the positions that will make up the proposed school's leadership or management team beyond the school director, if any, including appropriate responsibilities and qualifications for such positions. The description must:

b. If not known, provide sound job descriptions or qualifications and criteria that will be used to select these positions, as **Attachment LL (no page limit)**, as well as describe a sound timeline, recruiting, and selection process for recruiting and hiring these individuals

Beyond the school principal, the remaining member of the KA leadership team will be an Arts Integration Curriculum Specialist. Please see **Attachment LL** for this position's job description. Hiring will be completed by 12/16. Due to the specialized nature of this position, recruiting will be done primarily through networking within the arts integration community. Several members of the Governing and Advisory Boards are well connected within this community.

B. Organizational Plan Capacity

1. Evidence that the key members of the proposed school's organization team have the collective qualifications and capacity (which may include, but is not limited to, documented and relevant credentials and experience reflected in the resumes of all members and an understanding, as demonstrated by the application responses, of challenges, issues, and requirements associated with running a *high-quality charter school*) to implement the school's Organizational Plan successfully. The evidence must include a description that:

- a. Clearly identifies the key members of the applicant's organization team that will play a substantial role in the successful implementation of the Organizational Plan, including current or proposed governing board members, school leadership or management, and any essential partners who will play an important ongoing role in the Organizational Plan; and
- b. Describes the organization team's individual and collective qualifications for implementing the proposed school's Organizational Plan successfully, including sufficient capacity in areas such as staffing, professional development, performance management, general operations, facilities acquisition, development (such as build-out or renovations), and management.

a. The members of the Governing Board who will play a substantial role are Steve Davidson, Jarrett Macanas, and Ku'uipo Laumatia. Principal Evans and her Arts Integration Curriculum Specialist will be important, as well. The two resident staff of Academica Hawaii, Bob Howell and Ryan Reeves of Academica Nevada, and Turner-Agassi will support them.

b. The capacity of the organization team member qualifications has been detailed in III.A.5 a-b and in **Attachment U**.

2. A description that identifies any organizations, agencies, or consultants that are essential partners in planning, establishing, or implementing the proposed school's Organizational Plan; explains the current and planned roles of such partners and any resources they have contributed or plan to contribute to the proposed school's development of its

Organizational Plan; and includes evidence of support, included in **Attachment HH** (as referenced in [Criterion V.A.3](#)), from such essential partners demonstrating these partners are committed to planning, establishing, and/or implementing the Organizational Plan.

See V.A.3. and **Attachment HH**.

C. Financial Management Capacity

1. Evidence that the key members of the proposed school’s financial team have the collective qualifications and capacity (which may include, but is not limited to, documented and relevant credentials and experience reflected in the resumes of all members and an understanding, as demonstrated by the application responses, of challenges, issues, and requirements associated with running a *high-quality charter school*) to implement the school’s Financial Plan successfully. The evidence must include a description that:
 - a. Clearly identifies the key members of the applicant’s financial team that will play a substantial role in the successful implementation of the Financial Plan, including current or proposed governing board members, school leadership or management, and any essential partners who will play an important ongoing role in the proposed school’s Financial Plan; and
 - b. Describes the financial team’s individual and collective qualifications for implementing the proposed school’s Financial Plan successfully, including sufficient capacity in areas such as financial management, fundraising and development, accounting, and internal controls.
 - a. The members of the Governing Board who will play a substantial role are Steve Davidson and Mark Kohler. The two resident staff of Academica Hawaii and Bob Howell and Ryan Reeves of Academica Nevada will support them.
 - b. The capacity of the financial team member qualifications has been detailed in III.A.5 a-b and in **Attachment U**.
2. A description that identifies any organizations, agencies, or consultants that are essential partners in planning, establishing, or implementing the proposed school’s Financial Plan; explains the current and planned roles of such partners and any resources they have contributed or plan to contribute to the proposed school’s development of its Financial Plan; and includes evidence of support, included in **Attachment HH** (as referenced in [Criterion V.A.3](#)), from such essential partners demonstrating these partners are committed to planning, establishing, and/or implementing the Financial Plan.

See V.A.3. and **Attachment HH**.

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Exhibit 8

**Copy of School Restart Plans - 05.12.21 @12:31 PM submitted by Amanda Langston
changes approved by PJ Foehr**

Island	School	Current status: for example: blended, full in person, full virtual, hybrid, etc.	2021-22 Plan
Oahu	Dreamhouse Ewa Beach	Hybrid	Full attendance on-site as allowed by parameters set by DOH, unions, etc. No full remote learning option planned as of 5/6.
	Hakipu'u Learning Center	Changed schedule to meet students individually	
	Halau Ku Mana Public Charter School		
	Hawaii Technology Academy	three days synchronous virtual one day f2f and one day asynchronous. We hold multiple three hour groups.	parents will choose between our blended model and a full virtual program
	Ka Waihona o ka Na'auao Public Charter School	We are currently in a Blended (ABABD) model. 4 Days on-campus with 2 students groupings (A & B) and Fridays is still designated as an asynchronous day for most and small group work for our Vulnerable Population. We currently also have a fully virtual track, one teacher a grade level implementing this design.	We plan to open with all students back to campus face-to-face with the option to transition slowly (if the infection rates increase) in the 1st Quarter from ABABD to Full On Campus 5 days/week
	Kaohau Elementary School	Full five day a week face to face learning with essential mitigation strategies and cohorts	Full five day a week face to face learning with essential mitigation strategies and cohorts.
	Kamaile Academy	Kamaile is offering blended learning to 60% of students, full distance to 40%. We are honoring parent requests	We will be following the guidance of DHS model. Goal is 100% return should DOH allow and MOA with unions allow.
	Kamalani Academy	We are currently offering parent choice (full in person or full online)	100% in person
	Kapolei Charter School by Goodwill Hawaii	We are currently providing a blended model.	Next year we plan to do in-person learning but will also follow guidelines from DOH/CDC.
	Ke Kula 'o Samuel M. Kamakau LPCS	PreK- in person, blended for K-12	in-person learning but will also follow guidelines from DOH/CDC.
	Malama Honua Public Charter School	K-4: M-Th full days face to face. F virtual; 5-8 Two days a week face to face 3 days virtual.	Following DOH guidance we plan on returning face to face Mon-Fri and not offering a virtual option
	Myron B Thompson Academy	Currently operating in an abbreviated blended. F2F classes are 1/2 capacity so increased sessions were scheduled. In other words, pre-COVID F2F were at capacity of 30 per classroom for secondary, which decreased during COVID to 12 per classroom (6 feet separations and offered in 3 sessions). Neighbor island students were still provided virtual synchronous lectures and classes. Elementary classes (F2F) were maxed at 6 per class which required additional sessions as well.	MBTA will return to pre-COVID blended learning schedule with appropriate health and safety protocols recommended by CDC in place
	SEEQS: the School for Examining Essential Questions of Sustainability	currently hybrid (4 days in person, 1 day distance) for ~80% of students; full distance learning option, about 20% of our kids are still opting for this	planning for return to full in-person
	University Laboratory School	K-5 f2f daily; gr 6-12 blended	Next year we plan to do in person learning, pending approval by the University of Hawaii

	Voyager Public Charter School	Blended A/B 1st through 8th grades, with Kinder and some SPED/504 students 4 days per week.	Next year we plan to do in-person learning but will also follow guidelines from DOH/CDC.
	Waialae Elementary Public Charter School	Pk-5 Full In-Person, ~60 students 100% DL	Pk-5 Full In-Person - depending on DOH and county guidelines
Big Island	Connections PCS	Blended with mostly in-person	100% in-person, as long as the Covid numbers remain the same as they are now, or better.
	Hawaii Academy of Arts & Science Public Charter School (HAAS)	Majority of students are in blended environment (2 days a week). Some students have remained virtual. Some students are attending more than 2 days per week.	Plan A: Resume full face-to-face learning for students enrolled in face-to-face program and blended/virtual learning for those enrolled in those programs (per our contract). Currently CDC guideline of 3 foot distancing would prevent us from going full face to face and we would need to have blended learning. We could fit students with 2 foot distancing. If CDC guidelines stay at 3 feet distancing, we will need to go to blended. ill need to follow CDC and DOH guidelines.
	Innovations PCS	Currently have a group of fully distance and everyone else comes Monday thru Thursday full days + after care til 5:30.	Resume regular operations - full in-person, full time
	Ka 'Umeke Kā'eo	Currently hybrid students are two days a week face to face on A/B schedule and 3 days a week virtual. Some 'ohana have elected to attend school 100% online and vulnerable haumāna are in face to face instruction 4 days a week.	
	Kanu o ka 'Āina New Century Public Charter School	K-2, 5: On campus daily; 3-4, 6-12: Blended 2 to 3 days per week	Kauhale: In-person learning
	Ke Ana La'ahana PCS	We are currently blended/hybrid. A few students are on virtual only.	Intent is to return fully face-to-face. Continued space/facilities & DoH/CDC restrictions may keep us in a blended/hybrid program.
	Ke Kula 'O Nāwahīokalani'ōpu'u		
	Kona Pacific Public Charter School	Blended learning	In-person learning
	Kua o ka Lā New Century Public Charter School	Blended hybrid	We will be following the guidance of DHS model. Goal is 100% return should DOH allow and MOA with unions allow.
	Laupahoehoe Community Public Charter School	Status quo plus moving Pre-K and k to everyday	Return to full attendance while maintaining as many social distancing, cleaning, and hygiene protocols as feasible
	Na Wai Ola Public Charter School	We have invited everyone on campus and most have returned full time. We have some who have chosen to remain virtual but it is a very small %	
	Volcano School of Arts & Sciences	Blended with targeted in person. Increasing % of in person gradually.	Plan A: 100% in person for campus program if can do 'ohana bubbles with no social distancing; Plan B: A/B schedules with social distancing. Existing blended program offered for students who want to continue with "remote" learning option.

	Waimea Middle Public Conversion Charter School	hybrid/blended. 60% of our students/families signed up for blended. We have met that goal. 140 students are on campus over the 4 day.	plan to fully open in our regular schedule
	West Hawai'i Explorations Academy	Students are returning to campus 4 days a week.	Return to campus 5 days a week unless instructed by the DOH/CDC otherwise.
Kauai	Alakai O Kauai PCS	K-6 have been on campus in person learning for most of the 2020-2021 school year	For 2021-2022 we plan to return for on campus face to face education K-6.
	Kanuikapono Public Charter School		
	Kawaikini New Century Public Charter School	Hybrid: K-2 are in person 4 days/week 3-12 Blended	In person 5 days a week unless instructed by the DOH/CDC otherwise.
	Ke Kula Niihau O Kekaha Learning Center	Full in person	Full in person
	Kula Aupuni Niihau A Kahelelani Aloha (KANAKA) A New Century PCS		
Maui/Molokai	Kihei Charter School	K-5 face-to-face, 6-12 blended	K-12 face-to-face
	Kualapuu Public Conversion Charter School	Face 2 Face both full day, and half day; and virtual	Full Opening F2F

Exhibit 9

05.13.2021 Submittal to Commission re: Action on Temporary Authorization

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

PERFORMANCE AND ACCOUNTABILITY COMMITTEE RECOMMENDATION

DATE OF SUBMITTAL: May 11, 2021 (updated on May 11, 2021)

MEETING DATE: May 13, 2021

TO: John S.S. Kim, Chairperson
State Public Charter School Commission

FROM: Makalapua Alencastre, Chairperson
Performance & Accountability Committee

AGENDA ITEM: IX.B. Action on Temporary Authorization for all Hawaii Public Charter Schools to Provide Distance, Virtual, or Other Alternative Means of Education in Response to the Coronavirus (COVID-19) Threat adopted by the State Public Charter School Commission on March 27, 2020, and extended on June 25, 2020

I. DESCRIPTION

This item is an update/action to the State Public Charter School Commission ("Commission") on the temporary authorization for all Hawaii Public Charter Schools to provide distance, virtual, or other alternative means of education in response to the Coronavirus ("COVID-19") threat adopted by the Commission on March 27, 2020, and extended on June 25, 2020. The temporary authorization commenced upon the Commission's approval on March 27, 2020 until the end of the COVID-19 emergency or until such time the Commission ends the authorization.

On June 25, 2020, the Commission approved an extension of this temporary authorization for the entire 2020-2021 school year for all Hawaii public charter schools to continue using the model of learning that is restricted by the COVID-19 infection rates as delineated by the [Hawaii Department of Health Education guidelines](#).

As we enter the fourth quarter of the 2020-2021 school year, it is still unknown whether or not schools who were not authorized for a fully blended or virtual school will be able to return to full in person learning. In response to that concern and to assist public charter schools in the provision of a stable and cohesive model of learning for the 2021-2022 school year, this agenda item provides additional information for the Commission’s consideration regarding its temporary authorization for all thirty-seven (37) of its public charter schools to provide distance, virtual, blended, and/or other means of education in response to the Coronavirus (COVID-19) threat through the end of the 2021-2022 school year.

II. AUTHORITY

Pursuant to Hawaii Revised Statutes §302D-17(e), the Commission has the authority to direct the governing board and the charter school to take appropriate action to immediately address serious health and safety issues that may exist at a charter school in order to ensure the health and safety of students and employees or mitigate significant liability to the State.

With the outbreak of the COVID 19 virus in Hawaii and across the world, the State of Hawaii has continuously worked to mitigate against the spread of the COVID 19 virus. On March 4, 2020, the Commission, through its Interim Executive Director, directed all thirty-seven (37) of its public charter schools to follow the lead of the Hawaii Department of Education for the purposes of responding to threats posed by a potential COVID-19 outbreak.

As the spread of the virus continued and the disruptions to the school year continued, all public schools, including our public charter schools worked on plans for the continuity of learning to commence in the Fall and the start of the 2020-2021 school year.

On March 27, 2020 the Commission temporarily authorized all of our public charter schools to utilize a distance, virtual, blended or other alternative means of learning model to provide learning to our public charter school students.

As of the date of this submittal, Governor David Ige has issued twentieth [COVID 19 Emergency Proclamations \(https://governor.hawaii.gov/emergency-proclamations/\)](https://governor.hawaii.gov/emergency-proclamations/). The Commission is empowered under the authority of HRS 302D-17(e) to direct all thirty-seven (37) of its public charter schools to take appropriate action to ensure health and safety. This authority extends to the Commission’s authority to temporarily authorize all public charter schools to provide distance, virtual, or other alternative methods of instruction to its public school students.

III. PRESENTATION

Mitigation against the spread of COVID-19 has impacted the delivery of instruction and education in its traditional form. On [June 18, 2020, the Hawaii Board of Education \(“BOE”\) adopted a resolution](#) providing directives to the Superintendent for the reopening of the

Department Public Schools and encouraged each public charter school to use the Superintendent's comprehensive guidance, to be issued on July 1, 2020, as it sees fit and to provide its students, families, and school personnel with clear guidance on the steps that the public charter school will be taking to ensure health and safety.

In addition to the BOE's request, all public charter schools must ensure that **all** students have access to such instruction when using distance, virtual, blended, and/or alternative means of learning. When delivering to students a virtual education outside of the brick and mortar facility, schools must take into consideration every student, especially students with learning disabilities, English learners, those who are homeless and those without access to appropriate technology and/or support. The issue of equity and equal access are concerns that the State Department of Education and the [U.S. Department of Education](#) have issued advisories on in light of the COVID 19 outbreak.

When the Commission temporarily authorized all Hawaii public charter schools to provide distance, virtual, or other alternative means of instruction and education in response to the COVID-19 threat, the temporary authorization included requirements for its public charter schools to follow the guidance and requirements of the Hawaii Department of Education and the U.S. Department of Education as it pertains to these issues of equity and equal access.

Additional conditions of the temporary authorization included the requirement to follow the direction of the Hawaii Department of Education as to the provision of a free appropriate public education for special education students.

Since that time, the State of Hawaii Department of Health has new measures for school decision making in transitioning from learning from home back to in-person education. The most important criteria for moving between learning models will be the school's ability to follow mitigation strategies found in the [Hawaii Department of Health Guidance for Schools](#). It is important for schools to be able to react quickly to scale back, but even more important to plan accordingly and meet as many mitigation measures as possible before moving forward.

Additionally, the Hawaii Department of Health has developed a data driven method to assist administrators in their decision making processes in choosing their school's learning model. These parameters are in close alignment with the City and County of Honolulu's Recovery Framework and will serve as a guide in transitioning between learning levels by using the state's current case counts by island. By using the 7-day Daily Average per 100,000 population, the parameters may be applied to all islands, regardless of population size. The percent of positive tests is included as a secondary measure. Both criteria should be met in order to move toward in-person learning, but only case rate criteria need to be met to move back to a more restrictive learning model.

TO MOVE TOWARD AN IN-PERSON LEARNING MODEL:

A minimum of two weeks of data should be reviewed before considering transition to a new learning level. In order to move forward, the last two weeks should meet the lower learning model's criteria. For example, if an island is in the red learning level, in order to move to orange, they should meet the orange criteria (for both case rate and percent positivity) for the last two consecutive weeks. If the criteria for the previous two weeks are not met, they should consider staying in the red learning model until two consecutive weeks of orange criteria are met.

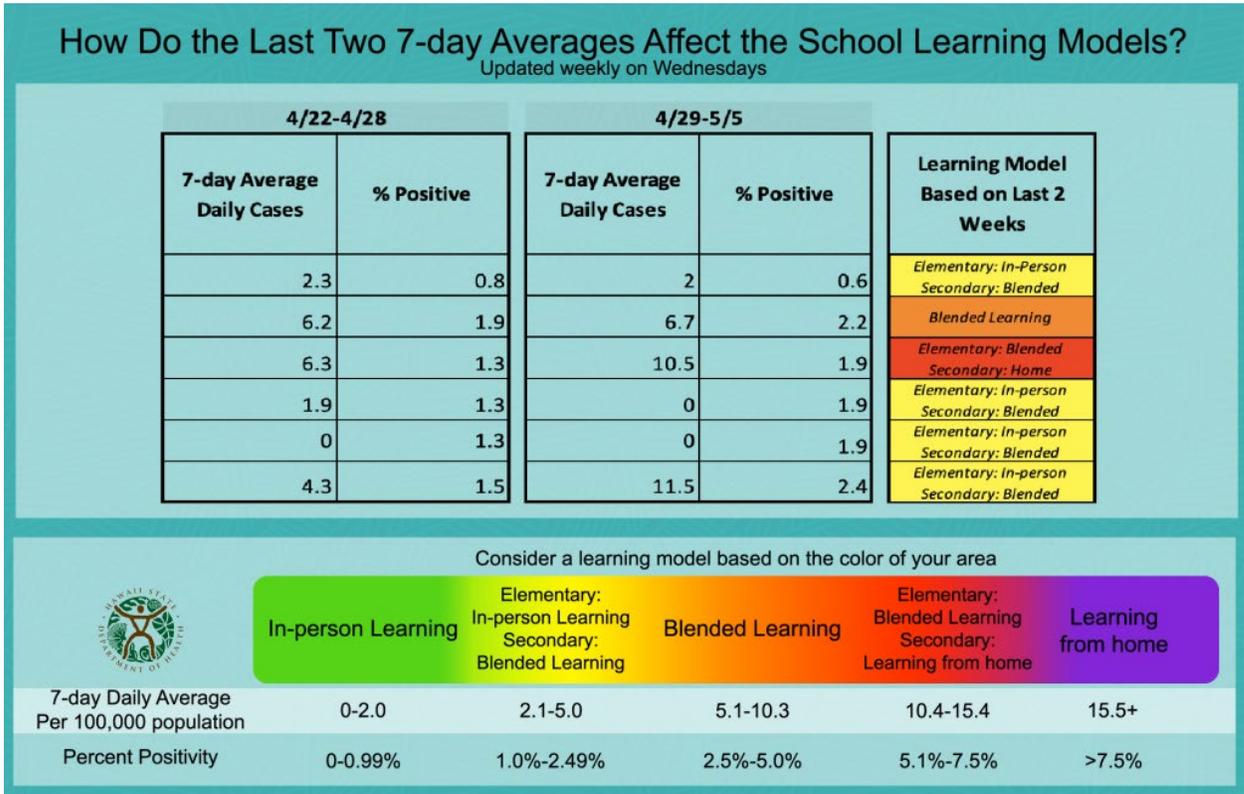
Other factors to consider when deciding to move toward an in-person learning model is the school's ability to put in place mitigation practices such as reducing the number of students and staff that regularly come in contact with each other, enforcing mask wearing, the ability to be physically distant (from 3 to 6 feet apart – see [CDC guidelines for information](#)) and good cleaning and sanitizing practices. If a multilayered mitigation approach can be successfully implemented, schools can consider moving towards in-person learning models ahead of what is indicated by the threshold criteria.

TO MOVE BACK TO A MORE RESTRICTIVE LEARNING MODEL:

If the average daily case count for two weeks in a row is at a more restrictive level, schools should consider moving back to that level. For example, if an island is in the yellow learning model, but orange criteria (increase in case rate) are met for two weeks in a row, the schools should consider reverting back to orange for at least two weeks. A single week of increased case rates, or an increase in percent positivity alone, would not necessitate a change in learning model, but might signal a school to plan for a possible learning model change.

Other factors may be considered in deciding to move away from in-person learning. For example, an uncontrolled outbreak in a school might necessitate a return to a learn-from-home model for part or all of the school even if learn-from-home criteria are not met based on the island-wide metrics.

Based on the most current COVID-19 infection rates, the DOH guidance advises the following models of education may be safely provided:



Island	7-day average Positivity Rates per 100,000 population as of May 10, 2021	Learning model
Hawaii	2.2	Elementary In-person Secondary Blended
Oahu	6.4	Blended Learning
Kauai	5.3	Blended Learning
Maui	6.7	Elementary Blended Secondary Learning from Home

IV. POLICY CONSIDERATIONS

At all levels of government, leaders have stated their positions for the safe reopening of public schools as soon as possible. President Biden as well as Secretary of Education, [Dr. Miguel Cardona](#), have supported the safe reopening of schools, as, “[t]here is simply no substitute for in-person learning.”

[Governor David Ige](#) also stated that he anticipates that public schools will fully reopen for in-person instruction in the fall.

Currently, the Hawaii Department of Education (“HIDOE”) continues to work towards reopening schools to full in-person learning by the fourth quarter of the 2020-2021 school year. HIDOE schools have been varied in their [school models currently being offered](#).

Recall, that of the 37 public charter schools in the Commission’s portfolio, twenty-nine (29) public charter schools do not have a blended and/or virtual program authorized in their charter contracts, with five (5) public charters schools that are authorized to provide for a blended and/or virtual program, of which two (2) schools, Hawaii Technology Academy and Myron B. Thompson Academy are authorized to provide full blended and/or virtual education.

Currently of the 37 public charter schools in the Commission’s portfolio, many offer opportunities for some in-person learning or for lower grades only. Some schools are currently providing hybrid models where some students come on campus some days of the week and others on the other days of the week. Some schools are still on full distance learning while offering opportunities for students that need help to come on campus for in-person supports.

V. DECISION-MAKING

Commission should consider taking action to support the policy of returning students safely to in-person learning **as soon as possible** for those public charter schools whose authorized models of education provide for in-person learning.

However, while Hawaii is making good progress to vaccinate the majority of its population before the start of the 2021-2022 school year, and COVID-19 infection rates appear to be on the decline, the ability of our public charter schools to fully reopen safely to their authorized model of education (as stated in their charter contracts), for full in-person learning is still very much dependent on the COVID-19 infection rates in their individual counties.

As such, the Commission should consider extending its temporary authorization for all 37 public charter schools to provide distance, virtual, or other alternative mode of instruction or education **in line with the Hawaii Department of Health guidelines as delineated for their individual counties where they operate for the 2021-2022 school year**. For those schools with existing virtual or blended programs, they shall abide by their contractual limits as to the enrollment of students into their virtual or blended programs as stated in their current charter contract. If the school wants to expand their enrollment in these programs, they may do so by applying for a contract amendment and abide by the [Commission’s Online Virtual and Blended Learning Guidelines](#).

Additionally, all 37 public charter schools must also continue to meet the requirements for equity and access for all public school students, as well as for the provision of a free and appropriate public education for special education students as delineated by the Hawaii Department of Education through the end of the 2021-2022 school year.

The Commission should also consider continuing the requirement that each of its thirty-seven (37) public charter schools to provide a copy of its 2021-2022 reopening plan to the Commission, **no later than two (2) weeks** prior to the start of their 2021-2022 school year.

Their plan should include at a minimum:

- (1) for those public charter school's whose charter contract authorizes the provision of in person learning (brick and mortar schools), a description of the school's efforts to provide for safe in-person learning in alignment with the Department of Health guidelines
- (2) a description of the instructional delivery model or models they will be utilizing during the 2021-2022 school year, should their individual county restrict their learning model to a blended learning or full distance learning model;
- (3) a brief outline of how they plan to assess student progress under each of those circumstances;
- (4) the steps that their public charter school will be taking to ensure the health and safety of their students and employees; and
- (5) a copy of the Governing Board agenda and minutes that show this plan was presented in open public session at a school Governing Board meeting.

VI. PERFORMANCE AND ACCOUNTABILITY COMMITTEE TOOK ACTION TO RECOMMEND TO THE FULL COMMISSION THE FOLLOWING MOTION:

Motion to approve the extension for school year 2021-22 and accept the plan as provided by the Director.

The plan as stated by the Director:

- The Commission extends its temporary authorization for all 37 public charter schools to provide distance, virtual, or other alternative mode of instruction or education **in line with the Hawaii Department of Health guidelines as delineated for their individual counties where they operate for the 2021-2022 school year.**
- For those schools with existing virtual or blended programs, they shall abide by their contractual limits as to the enrollment of students into their virtual or blended programs as stated in their current charter contract.
- If the school wants to expand their enrollment in these programs, they may do so by applying for a contract amendment and abide by the [Commission's Online Virtual and Blended Learning Guidelines](#).

- Additionally, all 37 public charter schools must also continue to meet the requirements for equity and access for all public school students, as well as for the provision of a free and appropriate public education for special education students as delineated by the Hawaii Department of Education through the end of the 2021-2022 school year.
- Additionally, each of its thirty-seven (37) public charter schools shall provide a copy of its 2021-2022 reopening plan to the Commission, **no later than two (2) weeks** prior to the start of their 2021-2022 school year.
- Their plan should include at a minimum:
 - (1) for those public charter school's whose charter contract authorizes the provision of in person learning (brick and mortar schools), a description of the school's efforts to provide for safe in-person learning in alignment with the Department of Health guidelines
 - (2) a description of the instructional delivery model or models they will be utilizing during the 2021-2022 school year, should their individual county restrict their learning model to a blended learning or full distance learning model;
 - (3) a brief outline of how they plan to assess student progress under each of those circumstances;
 - (4) the steps that their public charter school will be taking to ensure the health and safety of their students and employees; and
 - (5) a copy of the Governing Board agenda and minutes that show this plan was presented in open public session at a school Governing Board meeting.

Exhibit 10

Approved Commission Minutes General Business Meeting 2021-5-13

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

MINUTES OF THE MAY 13, 2021 GENERAL BUSINESS MEETING

VIA ONLINE ZOOM MEETING

PRESENT

Makalapua Alencastre
Jill Baldemor (entered at 9:39 and left at 10:58 a.m.)
Shannon Cleary
Mitch D’Olier
Terry Holck
Cathy Ikeda (Vice Chairperson)
John Kim (Chairperson)
Matthew Kodama

EXCUSED

Harald Barkhoff

ALSO PRESENT

Yvonne Lau, Interim Executive Director
PJ Foehr, Interim Deputy Director
Danny Vasconcellos, Finance & Operations Director
Haunani Bush, Performance Specialist
Martha Evans, Performance Specialist

- I. Call to Order
Commission Chair John Kim called the meeting to order at 9:01 a.m. He went over the meeting protocols and conflicts of interest. No conflicts stated.
- II. Public Testimony on all Agenda Items

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Pilimai Traub, Governing Board Secretary for Kua o Ka Lā New Century Public Charter School, provided testimony on agenda item V. She discussed the governing board's work on the governance plan since November and referred to its board minutes. She stated the governing board understands the roles and responsibilities outlined in the plan. She respectfully asked that the Commission approve its plan.

David Sing, Governing Board Chair of the Academic Committee for Kua o Ka Lā New Century Public Charter School, provided testimony on agenda item V on behalf of the Governing Board Chair. He discussed the plan and the governing board work over the past year. He shared the plan includes processes and protocols. In addition, it guides the discussion and communication with the School Principal and staff to achieve the school's vision, mission and objectives. He stated confidence in the plan regarding the scheduling, assignments of board members, committees, and recruitment of new members.

Susie Osborne, Governing Board Member for Kua o Ka Lā New Century Public Charter School, provided testimony on agenda item V. She shared the plan addresses the required information for the renewal condition and provided examples. She discussed the working group regarding charter contract 4.0 and alignment to the governing board's plan. She requested that the Commission approve its submitted plan.

Mapuana Waipa, School Director for Ke Ana La'ahana Public Charter School, provided testimony on agenda item V. She requested that the Commission approve its plan as submitted. She discussed the plan, timeline and process. She discussed the school community, the school's mission and vision, and honoring those who set the pace before. She asked that the Commission approve its plan with the caveat that some things may change. She gave an example of the pandemic and the changes the school made in response.

Kalima Kinney, School Director for Volcano School of Arts & Sciences, provided testimony on agenda item VI. She provided background on the school's facilities, lease and the consent clause. She stated the consent clause was not required and the school has submitted an addendum signed by the Attorney General that strikes that consent clause. She said there was a concern raised regarding the insurance from the landlord but clarified that the Friends of Volcano School of Arts & Sciences will obtain a supplemental policy to cover the buildings in case of a fire. She shared there were discussions with risk management and the school's Deputy Attorney General. She reiterated that there is no obligation or implication for risk management. In addition, the school's Deputy Attorney General offered to reach out to the Commission's Deputy Attorney General for any questions if needed. She asked that the Commission accept its submission for the charter contract condition.

Nicole Ryan, Kanu o ka Aina New Century Public Charter School, provided testimony on agenda item IX. B. She shared support for the extension of all blended learning but does not support any changes to the current form or additions. She raised concerns regarding schools having

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facility capacity to conduct in-person learning with the social distancing guidelines, parents not wanting to send their students back to in-person learning, and the disconnect with the timeline. She shared that adopting the current proposal does not support the community. She asked that the Commission show faith in the school leader to respond to the community needs.

Commission Chair Kim called for additional testimony. None stated. Written testimony submitted by John Thatcher, Kanu o ka Aina.

III. Approval of the April 8, 2021 General Business Meeting Minutes

ACTION: Motion to approve the April 8, 2021 General Business Meeting minutes (D'Olier/Cleary). The motion passed unanimously.

IV. Action on the Charter School Teacher of the Year & State of Hawaii Teacher of the Year Nomination

Communications Director Sheryl Turbeville presented on the Charter School Teacher of the Year and State of Hawaii Teacher of the Year nomination process and timeline. She requested that the Commission select two Commissioners to select the Charter School Teacher of the Year by May 31, 2021.

Commission Chair Kim called for questions or comments. None stated.

ACTION: Motion to designate Commissioners Makalapua Alencastre and Shannon Cleary to select the 2022 Charter School Teacher of the Year (D'Olier/Ikeda). The motion passed unanimously.

V. Action on the Governing Board Plan Contract Conditions for: Kua o ka Lā Public Charter School, Ke Ana La'ahana Public Charter School, and Nā Wai Ola Public Charter School

Interim Executive Director Yvonne Lau provided background on the governing board plan contract conditions. In addition, provided a recap from the April General Business meeting which extended the timeline for the schools to submit its plan. She reiterated the information needed for the plan. She introduced Interim Deputy Director PJ Foehr.

Interim Deputy Director PJ Foehr shared that the schools have had significant meetings on their plans and it has changed since the last meeting. He introduced Kua o Ka La New Century Public Charter School's representatives: David Sing, Kapoula Thompson, Susie Osborne and Pilimai Traub. He reiterated the condition requirements of the Governing Board and Organizational Plan and deferred to the school representatives for questions or comments by the Commission.

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Commission Chair Kim asked for a motion before opening up for discussion. Commissioners discussed the recommendation to approve the plan.

Sing discussed the governing board's confidence in the plan and the work the governing board has put into the plan. He shared that the policies and protocols allow its staff to carry out the goals and objectives in moving the school forward and are aligned to its mission. In addition, it provides an overview without crossing over the line as a board member versus the principal and staff.

Commissioner D'Olier commented on the importance of internal controls and the responsibility of the governing board. He referenced national articles regarding charter schools and local nonprofits regarding its financial oversight. He reiterated the importance of a governing board's responsibilities in overseeing the expenditures. Sing shared appreciation of the comment and that the governing board is aware and assured there are things in place.

Commission Chair Kim discussed the purpose of the condition and stressed that the contract is between the Commission and a school's governing board. He stated that if issues come up, it will be a discussion between the Commission and its governing board. He noted that it's not a trivial task and that the school is moving forward with this.

Commissioner Makalapua Alencastre thanked the governing board for the work that has gone into the plan. She noted that the checklist was submitted without a signature and asked that it be signed and resubmitted. Sing confirmed. Osborne noted that the intention of the blank signature for the checklist was to allow the governing board chair to sign off and submit that the task has been completed. Commissioner Alencastre shared understanding but that the process should include verification that the protocol has been accepted. Osborne shared understanding.

Foehr referred to the plan's reference to completing Epicenter tasks. He clarified that the Commission is moving towards a different portal for its organizational task requirements and the language will need to be changed. Sing confirmed understanding.

ACTION: Motion to approve the plan as submitted by Kua o Ka La New Century Public Charter School (D'Olier/Cleary). The motion passed unanimously.

Foehr introduced Na Wai Ola Public Charter School's representatives: Aumoana Kanakaole, Jim Nolen and Kapua Francisco. He shared the governing board has spent time putting the plan together and here to answer any questions.

Commissioners discussed a recommendation to approve the plan.

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Jim Nolen discussed the work that was put into the plan. He noted that the school continues to work on the lease but the governance plan has been submitted. He shared hope that it satisfies the request.

Aumoana Kanakaole discussed the plan, issue with board membership vacancies, updating its policies and procedures, and its oversight on the financials for the school. Commission Chair Kim and Kanakaole discussed the governing board's membership capacity and quorum requirements.

Commissioner D'Olier and Kanakaole discussed its review process for single signature checks.

Commissioner Jill Baldemor arrived at 9:39 a.m. No conflicts stated.

Commission Chair Kim and Finance & Operations Director Danny Vasconcellos discussed requirements for signatures on checks based on a certain amount. Vasconcellos shared in general, that is part of a school's internal controls. He shared the Commission's practice with processing payments.

Commission Chair Kim recalled his previous experience as a governing board member and its financial oversight procedures. Kapua Francisco discussed its internal procedures. Commission Chair Kim emphasized the importance of the governing board having 'eyes' on the expenses. Kanakaole added that the governing board has view only access to its QuickBooks. She stated it's currently her responsibility and that it will be transferred to the treasurer.

Commissioner Matthew Kodama asked if there is documentation that the governing board is reviewing the expenses. Kanakaole responded that it is currently not but it can be implemented with a log. Commission Chair Kim added that it's a good record for the governing board.

Foehr discussed the governing board's challenge with new member recruitment. Commission Chair Kim suggested reviewing its bylaws to ensure its quorum is based on majority seating and not authorized seats. Kanakaole shared the belief that it is in the bylaws but will double check it.

Commissioner Alencastre noted that the submission is missing a timeline. She asked if the school can provide that timeline of implementation. Kanakaole suggested submitting quarterly reports but can provide monthly reports. Commission Chair Kim suggested Foehr work with the governing board to develop a timeline. Foehr provided suggestions on how and what information of the plan can be provided in quarterly reports. Commissioner Alencastre noted that not all items would require quarterly reports. Foehr shared agreement and that an item could receive a 'note update' on its status.

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Commission Chair Kim reiterated the motion on the floor and suggested that the previous motion for Kua o Ka La New Century Public Charter School be amended to reflect the same language as Na Wai Ola. The amended motion would include the name of the plan for clarification.

ACTION: Motion to approve the Governing Board and Organizational Plan as submitted by Na Wai Ola Public Charter School as meeting this specific Renewal Condition (D'Olier/Cleary). The motion passed unanimously.

Commission Chair Kim referred back to the motion for Kua o Ka La New Century Public Charter School and suggested that we include the name of the plan so the motion is clear as to what the Commission voted on. Commissioner D'Olier accepted it as a friendly amendment. Commission Chair Kim shared uncertainty if that is correct or if it's a reconsideration.

AMENDED ACTION: Motion to approve the Governing Board and Organizational Plan as submitted by Kua o Ka La New Century Public Charter School as meeting this specific Renewal Condition (D'Olier/Cleary). The motion passed unanimously.

Foehr introduced Ke Ana La'ahana Public Charter School's representatives: Mapuana Waipa and Patrick Kahawaiolaa. Kahawaiolaa requested that the Commission approve its submitted plan. He discussed the school's background and history.

Commissioners discussed a recommendation to approve the plan.

Commission Chair Kim noted there is no timeline in the plan and asked if that is being worked on. Foehr suggested providing a template or checklist similar to what was discussed with Na Wai Ola with quarterly updates to the Commission based on the elements provided in its plan. Waipa and Kahawaiolaa shared agreement. Foehr reiterated what information the Commissioners are looking for in the reports and the contractual relationship between the Commission and the governing board. Commission Chair Kim added that this helps demonstrate the governing board's involvement with the overall contract provision and not the day to day operations but oversight of the school. Commissioner Alencastre shared appreciation for the plan and felt that the timeline provided in the Kuleana bulletin was sufficient.

Commissioner Cathy Ikeda referred to the budget planning of the plan and felt that it was not the kuleana of the governing board to plan but for oversight. Kahawaiolaa shared agreement. He stated the role of the governing board is the oversight and the planning is for the administration. He noted that the governing board works with the bookkeeper to ensure oversight. Foehr suggested changing the language to reflect the intention and gave an example of budget and fiscal oversight. Kahawaiolaa shared agreement.

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Foehr referenced the earlier comment regarding the timeline and asked if it is regarding the timeline when the governing board reports to the Commission. Commission Chair Kim confirmed. Foehr shared understanding and that what is submitted outlines the terms of monitoring.

Commissioner Terry Holck asked that the school provide details to the timeline and provided examples such as annually in May or December. She shared understanding that the board meetings may change but the annual and quarterly updates could be more specific. Foehr and Waipa discussed working together on providing more details to the plan.

Commission Chair Kim asked if there should be an amendment to the motion to include updating the timeline and reworking of the budget planning as discussed.

ACTION: Motion to approve the Governing Board and Organizational Plan subject to updating the timeline and rewording of budget planning as submitted by Ke Ana La'ahana Public Charter School as meeting this specific Renewal Condition (Kim/D'Olier). The motion passed unanimously.

Foehr clarified if the Commission would like the school to bring back the changes. Commissioner D'Olier stated it's not for approval but to update the Commission. Commission Chair Kim agreed that it's for verification and suggested it could be provided in a memo and attach the documents.

- VI. Update/Action on the Attorney General Approved Leases Received for: Kua o ka Lā Public Charter School, Hakipu'u Academy, Volcano School of Arts & Sciences, Nā Wai Ola Public Charter School, and West Hawai'i Explorations Academy

Lau clarified that Hakipu'u Academy was mistakenly included on the agenda and that the school received an extension to June's Commission meeting. She stated that the remaining schools, Kua o ka Lā Public Charter School, Volcano School of Arts & Sciences, Nā Wai Ola Public Charter School, and West Hawaii Explorations Academy require more time. She referenced the testimony provided by the school director regarding the sublease and the confusion regarding the supplemental insurance requirements. She shared uncertainty if the Commission is ready to approve or wanting the Commission staff to ensure compliance. She reiterated the request to extend the deadline to the June 10th Commission meeting.

Commission Chair Kim suggested that if the Commission chooses to extend the deadline to include Volcano to provide staff another opportunity to review the documents to ensure compliance. Commissioners discussed the recommendation to extend the deadline for all the schools.

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ACTION: Motion to extend the deadline to June 10, 2021 for Kua o ka Lā Public Charter School, Volcano School of Arts & Sciences, Nā Wai Ola Public Charter School, and West Hawai'i Explorations Academy (D'Olier/Cleary). The motion passed unanimously.

VII. Update/Action on the Attorney General Approved Leases for: Laupāhoehoe Community Public Charter, Waimea Middle Public Conversion Charter School, and Kamaile Academy Public Charter School

Lau provided an update on the Attorney General approved leases for Laupāhoehoe Community Public Charter, Waimea Middle Public Conversion Charter School, and Kamaile Academy Public Charter School. She stated the school's Deputy Attorney General is working on the agreements and requires an extension to June's meeting.

Janice English, Principal at Waimea Middle Public Charter School, shared that their Deputy Attorney General is in the final process of negotiating with Hawaii Department of Education's (HIDOE) Deputy Attorney General. She stated after HIDOE reviews then it will go to their school for signature and then to Superintendent of HIDOE. She shared they are told it will be done by June 30th and has that communication in writing by their Deputy Attorney General.

Paul Kepka, Principal at Kamaile Academy Public Charter School; and Pam Elders, Governing Board Chair of Laupāhoehoe, echoed the update by English.

Commissioner D'Olier agreed with the extension to next month's meeting but that the proposed timeline is till the end of June. Commission Chair Kim suggested that the extension go to June's meeting to receive an update on the status and see what the timeline is at that time.

ACTION: Motion to extend the deadline to June 10, 2021 for Laupāhoehoe Community Public Charter, Waimea Middle Public Conversion Charter School, and Kamaile Academy Public Charter School (D'Olier/Kodama). The motion passed unanimously.

VIII. Executive Session

This portion of the meeting is a closed meeting under section 92-4 and 92-5(a)(4), Hawaii Revised Statutes.

- A. To consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities regarding the request for inclusion of the proposed enrollment preference per HRS Chapter 302H into the Draft State Public Charter School Contract 4.0

Commission stated the Commission will enter into an executive session to consult with its Deputy Attorney General on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities regarding the request for inclusion of the proposed

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enrollment preference per HRS Chapter 302H into the draft State Public Charter School Contract 4.0.

ACTION: Motion to enter into the executive session at 10:15 a.m. (D'Olier/Cleary). The motion passed unanimously.

ACTION: Motion to exit out of the executive session at 11:00 a.m. (D'Olier/Cleary). The motion passed unanimously.

Commission Chair Kim reconvened the meeting at 11:13 a.m.

Commission Chair Kim stated that the Commission consulted with its Deputy Attorney General on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities regarding the request for inclusion of the proposed enrollment preference per HRS Chapter 302H into the draft State Public Charter School Contract 4.0. He stated no action was taken.

IX. Performance & Accountability Committee Report

A. Action on the Draft State Public Charter School Contract 4.0

Lau recapped the Performance & Accountability (P&A) Committee's recommendation to approve the draft charter contract 4.0. She provided background on the feedback sessions, survey, working group, P&A's working sessions, and the proposed contract changes that align with NACSA and state and federal laws. She gave an overview on the draft performance frameworks. She shared understanding of the timing of the contract and clarified that the charter contract 4.0 would be for 13 charter schools. She discussed the timeline which included the Deputy Attorney General review. She thanked everyone for their hard work and participation in the year-long process.

Commissioner Alencastre echoed the appreciation of input and work that has gone into the process. She reiterated the P&A Committee's action to recommend approval of the draft charter contract 4.0. She clarified that there are additions to the charter contract that the Commission will need to consider along with the proposed draft.

Lau recalled concerns provided by charter schools on FERPA and data sharing with the Commission. She stated the Commission staff reached out to the U.S. DOE Privacy Technical Assistance Center (PTAC) regarding the disclosure of personally identifiable student information by charter schools to the Commission. She shared PTAC provided language to add to the draft charter contract 4.0 in section 5.3 Data and Reports. She read the proposed language change for that section.

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Commission Chair Kim recalled the P&A's recommendation and motion process to include the new information. He suggested taking an action to accept and include the new language for Section 5.3 followed by a vote on the P&A's recommendation. He noted the P&A recommendation does not require a second.

ACTION: Motion to accept the FERPA language into Section 5.3 of the draft State Public Charter Contract 4.0 (D'Olier/Ikeda). The motion passed unanimously.

Commission Chair Kim recapped that the FERPA language is now included into the draft. He reiterated the motion on the floor from the P & A Committee which was to approve the draft.

Commissioner Alencastre reiterated the timeline which included the Commission's Deputy Attorney General review and approval and asked for the next steps. Lau stated that if the Commission's Deputy Attorney General had no changes then it would be forwarded to the 13 charter schools for consideration. She noted that charter schools may consult with their Deputy Attorney General. She added that the deadline is June 30th for an executed contract of July 1st for five years.

ACTION: Motion to accept the draft State Public Charter School Contract 4.0 as amended in previous motion (Performance & Accountability Committee). The motion passed unanimously.

Lau requested that the Commission approve forwarding the contract for review by its Deputy Attorney General and allow for any technical and non-substantive changes by the Interim Executive Director.

ACTION: Motion to forward to the Attorney General for final review and allow the Executive Director to make any non-substantive and technical changes (D'Olier/Cleary). The motion passed unanimously.

- B. Action on Temporary Authorization for all Hawaii Public Charter Schools to Provide Distance, Virtual, or Other Alternative Means of Education in Response to the Coronavirus (COVID-19) Threat adopted by the State Public Charter School Commission on March 27, 2020 and extended on June 25, 2020

Lau provided a recap on the Commission's decision to temporarily authorize charter schools to provide distance, virtual, or other alternative means of education in response to COVID-19 back in 2020. She stated the P&A Committee has recommended moving forward with the temporary authorization for next school year. She shared that the President, Secretary of Education, Governor and HIDOE have emphasized getting students back in the classroom when it's safely possible. She asked that the Commission consider the extension of the temporary authorization to allow schools, who do not provide a distance learning model, to move forward in their

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planning. In addition, plan accordingly based on the Department of Health and their County guidelines. She emphasized the importance of in-person learning. She recalled the specific conditions that were set in the original temporary authorization and updated items which included: 1) schools with existing virtual and/or blended programs must follow its contractual enrollment limits; 2) if a school would like to expand, must follow the contract amendment process and the virtual blended guidelines; 3) all schools must meet the equity and access provision of a free and appropriate public education for special education students; and 4) submit its reopening plan, no later than two weeks prior to the start of the school year 2021-22. She went over the minimum information needed for the reopening plan.

Commissioner D'Olier asked if the P&A Committee recommended the temporary authorization and requirements. Commission Chair Kim confirmed. Commissioner D'Olier asked what the budget status is for the school year. Vasconcellos responded that for the current school, 2020-21, that charter schools have not received any reeducation to its per pupil other than what typically occurs with the 'true-up' numbers. He stated for next school year, it appears there will be a \$5 to \$6 million cut to the charter schools. He referenced the state budget. Lau added that the federal funds from the federal government have been allocated. Vasconcellos added that it has been allocated to the Legislature and waiting to see what the Governor will do with that bill in allocating the federal funds to charter schools. Lau and Vasconcellos discussed the rescue funds.

Commission Chair Kim discussed the research nationwide regarding virtual programs. He discussed the importance of ensuring quality programs within the charter schools.

Commissioner D'Olier shared appreciation of the budget update and requested a detailed presentation at its next meeting. He shared concern for the significant learning loss and social emotional support that hasn't happened throughout the year. He also emphasized the importance of blended programs who provide extra supports with their online programs and shared an example of Hawaii Academy of Art & Sciences Public Charter School.

Commissioner Shannon Cleary echoed that sentiment of having supports with blended and online programs. She emphasized that blended and online programs can be tremendous. She cautioned the language the Commission uses as they review items such as this. She felt that the pandemic has brought a lot of learning in education and that there are viable ways with the right supports.

Commissioner Alencastre referred to the virtual and blended online learning guidelines approved by the Commission. She noted that it was developed prior to COVID-19 and no one anticipated schools to be forced to shut down and offer different modes of education. She suggested reviewing and updating the guidelines based on the experiences and challenges schools have faced during this situation.

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Commission Chair Kim agreed that the guideline is a living and breathing document that can be reviewed for adjustments. He suggested creating a committee to work on it. He noted that the agenda item is specific to the temporary extension and its conditions. He repeated the motion from the P&A Committee which is to approve the temporary authorization and referred to the conditions in the proposal.

Commissioner Alencastre referred to the section that if a school wants to expand enrollment must apply for a contract amendment and abide by the Commission's online virtual and blended learning guidelines. She suggested reviewing the guidelines. She stated in this situation the Commission is granting a one-year extension and if that is sufficient to have a contract amendment. Commission Chair Kim commented that the extension is there and this section does not apply to the extension. He felt that the temporary authorization allows another year but modification requires another process. Commissioner Alencastre shared agreement and that section requires a contract amendment. Commissioners discussed that section further. Commissioner Ikeda suggested removing it all together. She stated the procedure it outlined even prior to the extension. Commission Chair Kim summarized the Commissioners comments that if a school requests to expand they follow a different procedure within the contract amendment.

Lau shared a question from some schools, with a brick and mortar program, that have a subset of parents/families that want to continue in a distance learning program even when it is allowable to return to in-person learning. She shared the different concerns and questions with in-person and online operations. She recalled Commissioner Cleary's comments regarding the wonderful things that can happen in that mode of education.

Commission Chair Kim shared that considerations can be done if a request for a contract amendment is brought to the Commission. Commissioner Ikeda felt that the alternative mode of instruction is referenced in the first section.

Commissioner Cleary referenced the recommendation on the plan's minimum requirements and asked if the wording should be 'shall' rather than 'should'. Lau provided background as to the intention of should when the extension was first given. Commission Chair Kim pondered the language change and asked other Commissioners for feedback. Commissioners Holck and D'Olier agreed replacing it to 'shall'. Commission Chair Kim asked if anyone had issues with the language change. None stated. Commission Chair Kim reiterated the motion on the floor.

Motion to approve the temporary extension for school year 2021-22 and include that:

- 1. the temporary authorization for all 37 public charter schools to provide distance, virtual, or other alternative mode of instruction or education in line with the Hawaii Department of Health guidelines as delineated for their individual counties where they operate for the 2021-2022 school year.**

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2. **schools with existing virtual or blended programs, shall abide by their contractual limits as to the enrollment of students into their virtual or blended programs as stated in their current charter contract.**
3. **all 37 public charter schools must also continue to meet the requirements for equity and access for all public school students, as well as for the provision of a free and appropriate public education for special education students as delineated by the Hawaii Department of Education through the end of the 2021- 2022 school year.**
4. **each of its thirty-seven (37) public charter schools shall provide a copy of its 2021-2022 reopening plan to the Commission, no later than two (2) weeks prior to the start of their 2021-2022 school year.**
5. **their plan shall include at a minimum: (1) for those public charter school's whose charter contract authorizes the provision of in person learning (brick and mortar schools), a description of the school's efforts to provide for safe in-person learning in alignment with the Department of Health guidelines (2) a description of the instructional delivery model or models they will be utilizing during the 2021-2022 school year, should their individual county restrict their learning model to a blended learning or full distance learning model; (3) a brief outline of how they plan to assess student progress under each of those circumstances; (4) the steps that their public charter school will be taking to ensure the health and safety of their students and employees; and (5) a copy of the Governing Board agenda and minutes that show this plan was presented in open public session at a school Governing Board meeting (Cleary/D'Olier). The motion passed unanimously.**

X. Update on the Charter School Quarterly Financial Performance Reports

Vasconcellos presented on the charter school financial performance reports for the second and third quarter. He shared that for the second quarter there were 36 out of 37 charter schools that were in the 'low' to 'acceptable' risk designation. He stated Commission staff followed up with the school, Kanuikapono Public Charter School, and found that the school was making adjustments to its budget. He noted that the third quarter assessment went down to the 'acceptable' designation. He discussed the informal process of following up with schools regarding risk assessment designations and temperature checks on the school's financial performance. He shared that for the third quarter, there were 36 out of 37 charter schools that were in the 'low' to 'acceptable' risk designation. He stated Commission staff followed up with that school, DreamHouse 'Ewa Beach, and that the school had recently moved into its new facility. He noted that the school director and governing board chair has been monitoring and taking steps to stabilize its financial situation.

XI. Update/Action on Charter School Auditor Selections

Vasconcellos presented on the charter school auditor selections. He shared that the Legislature passed a bill that removes the limit on the number of auditors approved by the Commission for charter schools to use. He shared that it's currently with the Governor for final approval and

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signature. He provided details on the approval process. He noted the bill is effective upon approval. He is requesting that the Commission reopen the Request for Qualifications process to allow new auditors to submit. He recalled last year two Commissioners assisting in the evaluation process to provide a recommendation for Commission approval. He clarified that those who are interested in becoming an auditor cannot be approved until it is signed by the Governor. However, he is requesting to begin the process of submitting applications.

Commission Chair Kim and Vasconcellos discussed the RFQ process and Commission final approval. Vasconcellos added he will confirm with Administration & Operations (A&O) Committee Chair Harald Barkhoff if the A&O Committee would like to review it first prior to the full Commission.

Commissioner D'Olier volunteered and recommended reopening the process. Commissioners discussed the number of auditors and that the bill is to remove the limit on the number of auditors. Vasconcellos read the bill language.

ACTION: Motion to reopen the charter school auditors Request for Qualifications process (D'Olier/Cleary). The motion passed unanimously.

Commissioner Kodama volunteered.

ACTION: Motion to appoint Commissioners Mitch D'Olier and Matthew Kodama to assist in the appointment of auditors (Cleary/Ikeda). The motion passed unanimously.

XII. Adjournment

Commission Chair Kim adjourned the meeting at 12:09 p.m.

Exhibit 11

SPCSC Virtual Blended Guidelines approved 11.12.2020

Hawai'i State Public Charter School Commission
Online Virtual and Blended Learning Guidelines
Revised November 12, 2020

I. Background

The Commission is charged with ensuring that all students enrolled in public charter schools receive instruction from teachers licensed by the Hawaii Teacher Standards Board (HTSB) or enrolled in a State Approved Teacher Education Program (SATEP) as required by state law. To that end, public charter schools whose educational program includes the delivery of instruction through a virtual and/or blended learning model are required to employ and assign appropriately licensed teachers to every student enrolled in their school.

The Commission authorizes schools/programs that are brick and mortar, blended, and virtual.

II. Definitions

Data Disaggregation: Data collected from multiple sources and multiple measures that is sorted by categories to provide trends, patterns, or insights that would not be observable in aggregated data sets, such as disparities in standardized test scores or enrollment patterns across different categories of students. Data shall include but not be limited to Regular, Section 504, IDEA, ELL, and subgroups.

Learning Environments

- **Blended:** 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
- **Brick and Mortar Environment:** Education that takes place in a physical school
- **Virtual:** Instruction takes place in an online environment
- **Home School Support:** Providing access to curriculum with limited instruction from a licensed Hawaii teacher and home school instruction by a parent/legal guardian is considered “home school support.” The Commission does not authorize home school support programs.
- **Distance Learning:** A temporary arrangement under exigent circumstances related to health and safety allowing the school's brick and mortar program and curriculum to be conducted online or with a modified blended program.

III. Requirements for Virtual and/or Blended Programs Authorized by the Commission

1. Virtual/blended school/program will be subject to the Commission's performance framework (academic, financial, and organizational performance frameworks)
2. School's virtual/blended school/program are required to allow the Commission to review actual costs for virtual and/or blended students.
3. Report and provide evidence of student progress on a quarterly basis.
4. School must develop and provide for review, curriculum tailored to the school's educational program that at a minimum includes:
 - a. Alignment with school mission and vision, Hawaii State Standards (currently the Common Core Standards) or DOE standards; and
 - b. Alignment and coherence with your school's brick and mortar program.
5. Provide a copy of the Hawaii State Teachers Association approved teacher evaluation instrument for virtual and/or blended learning program teachers.
6. Schools shall annually provide disaggregated data/information as noted below:
 - a. Academic: To enable the analysis of the school's virtual and /or blended learning program, the school shall:
 - i. Identify and disaggregate data for all students enrolled as brick and mortar, virtual, or blended.
 - ii. This data shall be disaggregated by the school and be included in the school's renewal application for Commission consideration.
 - b. Financial: identify and itemize all cost items including but not limited to:
 - i. Specialized training;
 - ii. Dates and supplemental pay for recall days;
 - iii. Cost, including fringe, for each teacher and administrator
 - c. Personnel: Provide a listing of the teacher(s) and administrator(s) employed for the virtual and/or blended learning program as differentiated from those supporting any brick-and-mortar program. The School shall include the following information:
 - i. Teacher certifications, and professional qualifications including any specifically related to teaching in an online format;
 - ii. Administrator certifications or qualifications to evaluate a virtual and/or blended learning teacher;
 - iii. Evidence that teachers employed to teach the blended and/or learning class are evaluated for performance;
 - iv. A student to teacher ratio for every class being taught by each teacher employed for the school; and
 - v. A description and evidence of professional development completed by its virtual and or blended learning teacher(s).

IV. **New Charter School Applicant Questions**

The following questions are part of the charter application

A. Finance and Governance

1. What are the costs associated with the proposed virtual and/or blended program and its various components?
2. How will these costs change over the life of the proposed contract?
3. How are these costs affected by different student populations and contextual factors?
4. What are the implications for weights and adjustments in the accountability or funding system due to the proposed virtual and/or blended program?
5. Provide a 5-year budget showing how the proposed 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.
6. Provide a demographic breakdown of the students to be served through this program, e.g. Free and Reduced Lunch, geographic home location, grade level, general demographics.
7. What geographic area(s) will the proposed program be serving?
8. How is the proposed program staffing model sufficient to address all of the requirements of reporting and oversight?

B. Instructional Program Quality

1. What is the educational need served by this program?
2. What differentiates this program from other programs in the community(ies) to be served?
3. Explain the process used to decide on the proposed curriculum and curricular model/mode of delivery.
4. Provide documentation of curricular alignment to the Hawaii State Standards (currently the Common Core Standards).
5. Provide a copy of scope and sequence for each grade level served.
6. In addition to the state assessments (i.e., Smarter Balanced Assessment, Kaiapuni Assessment of Educational Outcomes (KĀ'EO), Hawaii State Alternate Assessment, WIDA), what other measures will be employed to evaluate student progress and growth?
7. Describe where and how state testing will be held for all students.
8. 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?
9. How will students demonstrate subject mastery leading to eligibility for promotion?

C. Teacher and Administrator Qualifications to run a Virtual or Blended Program

1. What specific training have the proposed teacher(s) and administrator(s) completed

- that address the unique needs of virtual and/or blended learning?
2. What are the qualifications of administrator(s) to evaluate, manage, and support teachers of virtual and/or blended learning students?
 3. How will the school provide professional development and support to virtual and/or blended learning teachers?

D. Special Education and Section 504 of the Rehabilitation Act of 1973:

1. Detail how the proposed program will meet the requirements of the following:
 - a. Individuals with Disabilities Education Act (IDEA); and
 - b. Section 504 of the Rehabilitation Act of 1973 (504).

V. **Charter Schools Seeking to ADD a Virtual and /or Blended Program**

1. Submit a written request to the Commission to add a virtual and/or blended program.
2. Provide:
 - a. State assessment results compared to statewide and complex area data, in language arts, math, and science covering the most recent three-year period for your **existing school**;
 - b. Evidence the school has met its current Academic Performance Framework targets; and
 - c. Additional assessment results and measurements used to evaluate learning progress covering the most recent three-year period.
3. Organizational and Financial Performance of the current school must be in compliance with existing school contract.

**Applicants must answer the following questions:

A. Finance and Governance

1. What are the costs associated with the proposed virtual and/or blended program and its various components?
2. How will these costs change over the life of the proposed contract?
3. How are these costs affected by different student populations and contextual factors?
4. What are the implications for weights and adjustments in the accountability or funding system due to the proposed virtual and/or blended program?
5. Provide a 5-year budget showing how the proposed 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.
6. Provide a demographic breakdown of the students to be served through this program, e.g. Free and Reduced Lunch, geographic home location, grade level,

general demographics.

7. What geographic area(s) will the proposed program be serving?
8. How is your proposed program staffing model sufficient to address all of the requirements of reporting and oversight?

B. Instructional Program Quality

1. What is the educational need served by this program?
2. What differentiates this program from other programs in the community(ies) to be served?
3. Explain the process used to decide on the proposed curriculum and curricular model/mode of delivery.
4. Provide documentation of curricular alignment to the Hawaii State Standards (currently the Common Core Standards).
5. Provide a copy of scope and sequence for each grade level served.
6. In addition to the state assessments (i.e., Smarter Balanced Assessment, Kaiapuni Assessment of Educational Outcomes (KĀ'EO), Hawaii State Alternate Assessment, WIDA)), what other measures will be employed to evaluate student progress and growth?
7. Describe where and how state testing will be held for all students.
8. 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?
9. How will students demonstrate subject mastery leading to eligibility for promotion?

C. Teacher and Administrator Qualifications to run a Virtual or Blended School/Program

1. What specific training have the proposed teacher(s) and administrator(s) completed that address the unique needs of virtual and/or blended learning?
2. What are the qualifications of administrator(s) to evaluate, manage, and support teachers of virtual and/or blended learning students?
3. How will the school provide professional development and support to virtual and/or blended learning teachers?

D. Special Education and Section 504 of the Rehabilitation Act of 1973 requirements:

1. Detail how the proposed program school will meet the requirements of the following:
 - a. Individuals with Disabilities Education Act (IDEA); and
 - b. Section 504 of the Rehabilitation Act of 1973 (504)

VI. Charter Schools Seeking to Expand Grade Levels in an Authorized Virtual and/or Blended Program

1. Submit a written request to the Commission to expand a virtual and/or blended program.

2. Provide:
 - a. 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** as compared to statewide and complex area data.
 - b. Evidence the virtual/blended program has met its current Academic Performance Framework targets; and
 - c. Additional assessment results and measurements used to evaluate learning progress covering the most recent three-year period of the virtual/blended program.
3. Organizational and Financial Performance of the current school must be in compliance with their existing school contract.

****Applicants must answer the following questions:**

A. Finance and Governance

1. What are the costs associated with the proposed expanded virtual and/or blended program and its various components?
2. How will these costs change over the life of the proposed contract?
3. How are these costs affected by different student populations and contextual factors?
4. 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?
5. 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.
6. Provide a demographic breakdown of the students to be served through the expanded program, e.g. Free and Reduced Lunch, geographic home location, grade level, general demographics.
7. What geographic area(s) will the proposed expanded program be serving?
8. How is the proposed expanded program staffing model sufficient to address all of the requirements of reporting and oversight?

B. Instructional Program Quality

1. What is the educational need served by this program?
2. What differentiates this program from other programs in the community(ies) to be served?
3. Explain the process used to decide on the proposed curriculum and curricular model/mode of delivery.
4. Provide documentation of curricular alignment to the Hawaii State Standards

(currently the Common Core Standards).

5. Provide a copy of scope and sequence for each grade level served.
6. In addition to the state assessments (i.e., Smarter Balanced Assessment, Kaiapuni Assessment of Educational Outcomes (KĀ'EO), Hawaii State Alternate Assessment, WIDA), what other measures will be employed to evaluate student progress and growth?
7. Describe where and how state testing will be held for all students.
8. 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?
9. How will students demonstrate subject mastery leading to eligibility for promotion?

C. Teacher and Administrator Qualifications to run a Virtual or Blended Learning School/Program

1. What specific training have the proposed teacher(s) and administrator(s) completed that address the unique needs of virtual and/or blended learning?
2. What are the qualifications of administrator(s) to evaluate, manage, and support teachers of virtual and/or blended learning students?
3. How will the school provide professional development and support to virtual and/or blended learning teachers?

D. Special Education and Section 504 of the Rehabilitation Act of 1973 requirements:

1. Detail how the proposed expanded program will meet the requirements of the following:
 - a. Individuals with Disabilities Education Act (IDEA); and
 - b. Section 504 of the Rehabilitation Act of 1973 (504)

Exhibit 12

HSTA Collective Bargaining Agreement Final 2021-23

AGREEMENT
BETWEEN THE



HAWAII STATE
TEACHERS ASSOCIATION

AND THE



STATE OF HAWAII
BOARD OF EDUCATION
July 1, 2017 – June 30, 2021

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ARTICLE I - RECOGNITION

- A.** This Agreement is entered into this 1st day of July 2017 by and between the State of Hawaii, Board of Education, hereinafter called the "Employer" as defined in Section 89-2(9), Hawaii Revised Statutes (HRS), and the Hawaii State Teachers Association, hereinafter called the "Association."
- B.** Teachers who accept a temporary assignment as an Educational Officer (EO) for ninety (90) days or more shall be temporarily moved out of Bargaining Unit 05 for the remainder of their appointment. Starting from the time of the temporary assignment and throughout its duration, the teacher's bargaining unit seniority in Unit 05 shall be frozen. Upon return to a Bargaining Unit 05 position, all seniority, and rights shall be unfrozen. Return to the same medical plans and with the same insurance contribution rates may not be possible.

When a teacher is on temporary assignment as an EO for less than ninety (90) days, she/he shall continue to be represented by the Association in all collective bargaining matters, except when the performance of such duties as a temporary EO relate to personnel-related matters involving DOE employees. In those instances where such a conflict of interest is present, the teacher on temporary assignment as an EO shall not be entitled to union representation.

Pursuant to certification by the Hawaii Labor Relations Board in Case Number 1, the Employer recognizes the Association for the purpose of collective bargaining pursuant to the Hawaii Public Employment Act, as the exclusive representative of a unit consisting of teachers and other personnel of the Department of Education (DOE) under the same salary schedule, pursuant to Section 302A-624, HRS.

EXCLUDING: Part-Time Teachers (as defined by Section 89-6, HRS); Substitute Teachers, Adult Education Teachers except those on annual contract, Summer School Teachers, Summer School Supportive Staff (Counselors, Librarians, etc.); Special Contract Teachers (Consultants, Special Projects, Workshop Teachers, etc.); ROTC Instructors, Driver Training and Educational Instructors, Public Law (PL) 89-10 Chapter 1 (not on regular teachers' salary schedule); Language Arts Lay Readers; Non-Teacher Athletic Coaches; Home/Hospital Instruction Teachers (as defined by Section 89-6, HRS); Non-Teachers, Non-Athletic Activities Supervisors; Part-Time Advisors, PL 89-10 Chapter 1 (Drop Out Program); Civil Defense Teachers; National Teachers Corps Interns; Student Teachers; Vocational Home Economics Teachers (as defined by Section 89-6, HRS); and Vocational Agriculture Teachers (as defined by Section 89-6, HRS).

It is understood that references to male teachers shall include female teachers. It is further understood that references to teachers shall include all bargaining unit members unless specifically noted otherwise.

ARTICLE II - NON-DISCRIMINATION

- A.** The Employer agrees not to interfere with, restrain or coerce any employee of the Employer in the exercise of rights guaranteed in Chapter 89, HRS, including the right to refrain from joining or assisting any employee organization.
- B.** The Association agrees to continue to admit persons to membership without regard to the basis of race, creed, color, national origin, sex, marital status or disability, and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization.

The Association agrees not to interfere with, restrain or coerce any employee of the Employer in the exercise of rights guaranteed in Chapter 89, HRS, including the right to refrain from joining or assisting any employee organization. The Association agrees not to encourage any other person or organization to interfere, restrain or coerce any employee of the Employer in the exercise of rights guaranteed in HRS 89, including the right to refrain from joining or assisting any employee organization.

The Association agrees further to deal through its own procedures with any member of the Association who interferes, restrains or coerces any employee of the Employer in the exercise of rights guaranteed in Chapter 89, HRS, including the right to refrain from joining or assisting any employee organization.

- C.** Further, the Employer agrees not to discriminate against any employee of Bargaining Unit 5 with regard to race, creed, color, national origin, sex, marital status or disability, or any other way as prohibited by law.
- D.** The Employer and the Association recognize that individuals with disabilities may require reasonable accommodations in accordance with the Americans with Disabilities Act of 1990 (ADA).

ARTICLE III - NEGOTIATING RULES

- A.** The size of each negotiating team shall be determined by each party to the negotiations except as limited by statute.
- B.** Either party may, if it so desires, utilize the services of outside consultants and call upon professional and lay representatives to assist in negotiations.
- C.** The parties to the negotiations shall meet at reasonable times at a mutually agreed upon place.

- D. When an agenda for negotiations is completed and accepted by both parties, no additions may be included unless approved by both parties.
- E. The length of each meeting shall be set at the time the agenda is established; however, any meeting may be adjourned at the request of either party.
- F. A caucus may be called by either party at any time.
- G. The spokesman for each party shall be co-chairmen of the meetings.
- H. No verbatim transcripts shall be kept nor recordings made of the meetings. Each side may keep notes of the proceedings.
- I. All items agreed to are agreed to tentatively pending final disposition of all items being negotiated.

ARTICLE IV - ASSOCIATION RIGHTS

A. EMPLOYER INFORMATION

In addition to any obligation under Chapter 89, HRS, to furnish information in its possession, the Employer will furnish such other information in its possession, in response to reasonable requests by the Association which will assist the Association in effectively representing the teacher in the collective bargaining process and in the processing of grievances. Any information personal in nature and confidential to any particular teacher and which the Employer is not obligated to furnish under Chapter 89, HRS, may not be disclosed by the Employer unless written prior approval of the individual concerned has been given. The Employer need not perform compilation of facts or information for the purpose of responding to such Association requests.

However, in the event that the Employer does agree to compile facts or information in response to an Association request, the Association shall pay all extra costs incurred as a result of such compilation including, but not limited to, labor, printing, duplicating and distribution costs.

The Superintendent or designee shall prepare a list of informational items which may be given, upon request, to an Association UniServ Director by a Complex Area Superintendent (CAS) and/or principal. The list of informational items may be updated periodically.

B. ASSOCIATION REPRESENTATIVES

Association representatives will be permitted to transact official Association business with individual teachers on school property at reasonable times, provided permission is secured from the principal or designee.

Permission will be granted provided such entry does not interfere with teachers while teaching or on duty supervising students. The Association representative seeking entry need not disclose the nature of the business other than the fact that it is official Association business.

The Association will furnish in writing to the Superintendent a list of authorized Association representatives and maintain its currency. It is understood that references to Association representatives shall include other titles such as field representatives, union representatives, and UniServ Directors.

Should the principal, vice-principal, or supervisor require verification of the authorized Association representative, the Association shall provide such verification, prior to transacting official Association business on school property.

C. EQUIPMENT AND FACILITIES

The Association school representatives shall be granted, upon request when not otherwise in use, the reasonable use of school copying and communication equipment; however, school business shall have priority. Such equipment shall not be removed from the school premises by the Association representative. Access to the internet and electronic mail may also be allowed when feasible. The Association will reimburse the Employer for any school materials and supplies used. The Association shall also be responsible for any additional fees and/or charges incurred by the school directly associated with usage by the Association of such equipment including telephone charges as well as rental charges, if applicable.

The faculty association in each school may hold meetings in each school. The Association shall pay for any custodial costs incurred for such meetings if such custodial services are provided beyond the custodian's normal workday.

The Association shall be entitled to the use of school equipment and facilities under the same terms and conditions as other Type III organizations as set forth in Title 8, Chapter 39 of the Hawaii Administrative Rules (HAR), with the exception that the Association shall pay for any custodial costs incurred for such meetings only if such custodial services are provided beyond the custodian's normal work day.

D. BULLETIN BOARD

The Association shall be assigned a 3 x 4 foot space on the bulletin boards in the DOE district offices for use exclusively by the Association.

The Association shall have in each school, where bulletin board space exists, the exclusive use of the staff bulletin board which shall be at least 3 x 4 feet in area. The bulletin board shall be located in the most convenient and reasonable place as

mutually determined by the Association school representative and the school administrator. In the event a mutual agreement is not reached, the principal shall make the final determination.

E. USE OF MAIL BOXES AND BULLETIN BOARDS

The Association shall have the right to use school mailboxes. Items that may be placed upon said bulletin boards shall be restricted to: 1) meeting notices; 2) notice of social and/or recreational events; 3) elections and appointments; 4) Association services; 5) progress reports on commissions and committees; 6) Association legislative programs; 7) news clippings; 8) messages from officers and/or boards; 9) social messages, e.g., Christmas greetings; 10) directories, i.e., names and numbers to call for services; 11) names of faculty representatives and UniServ Directors; 12) information on Association organizational structure; 13) affiliate and/or cooperating organizational notices; and 14) community service notices.

The CAS shall have removed from mailboxes (except U.S. mail) and bulletin boards any material that is abusive, libelous, or any material in violation of Standard Practices Regulation #5510 in effect on the execution date of the Agreement.

F. ORIENTATION

In any orientation program for new teachers, the Employer shall announce and inform new teachers that the Association is the exclusive representative of all members in the bargaining unit and that the Association will explain the services available to the teachers after the conclusion of the orientation program.

G. EXCLUSIVITY

The rights and privileges of the Association as the exclusive collective bargaining representative and the rights and privileges accorded to the Association in this Agreement shall not be granted or extended to any competing labor organization for the duration of this Agreement except as directed by the Hawaii Labor Relations Board, court decision or order, or applicable statute.

H. BOARD OF EDUCATION

The Association shall receive three (3) copies of the official agenda at least twenty-four (24) hours prior to each regularly scheduled Board of Education meeting.

The Association shall receive three (3) copies of the approved minutes at the same time they are made available to the Board of Education members but in no case more than one (1) month from the date of approval.

The Association may request items be placed on regular Board of Education meeting agenda in accordance with rules governing the conduct of the meeting. A designee of the Association may speak on any issue before the Board of Education before a vote is taken in accordance with the rules governing the conduct of the meeting.

The Board of Education or its designee(s) shall make every reasonable effort to consult and confer with representatives of the Association prior to effecting changes in any policy or regulation affecting bargaining unit employee relations.

I. SCHOOL FACULTY HANDBOOK

A copy of the school faculty handbook, when available, will be provided to each Association school representative at that school. Association school representatives will be provided the opportunity to examine the final draft copies of such handbooks prior to their being printed in final form.

A copy of each school faculty handbook, where available, shall be given to the appropriate Association UniServ Director.

J. ASSOCIATION POLICY COMMITTEE (APC)

In each school, an Association Policy Committee (APC) will be recognized by the Employer. This committee may consist of not more than four (4) teachers from that school. For a school with more than fifty (50) faculty members, this committee may consist of not more than six (6) members from that school.

The principal will meet and discuss with the committee such topics as the following: excursion procedures, student rules, activity policies, monitors, extracurricular policies, intraschool communications, school forms, fund raising projects and matters which may be subject to discussion under Section 89-9(c), HRS.

Meetings and committee activities will be conducted in such a manner that they will not interfere with classroom instruction.

K. SCHOOL FACULTY MEETING

The Association shall be granted no less than fifteen (15) minutes immediately after the conclusion of a faculty meeting to present such items as determined by the Association faculty representative. This time may or may not be within the teachers' workday.

In addition, the Association faculty representative or teachers may request that items concerning educational issues be placed on the agenda of faculty meetings. The school administrator or supervisor shall consider such requests as time allows.

He will attempt to schedule in the faculty meeting those items which he feels are relevant and appropriate.

L. PERSONNEL PACKET

The Association shall have the right to place a letter outlining its collective bargaining services and membership information in the personnel packet to all new teachers. The packet shall contain a copy of this Agreement.

M. ASSOCIATION BUILDING MEETING

Association meetings may begin after the completion of the teachers' workday.

N. ASSOCIATION FACULTY REPRESENTATIVE

The Association will furnish in writing to the Superintendent a list of the authorized faculty representatives in each school where a representative has been appointed and maintain its currency.

O. ASSOCIATION PRESIDENT

Any teacher elected President of the Association shall be eligible for leave without pay (equivalent to three [3] years) and one (1) leave without pay extension (equivalent to three [3] years). The President shall continue to enjoy the Employer's contribution to his medical, dental, and life insurance programs, and shall accrue DOE service credit for the period of the leave(s). The President of the Association will maintain a guarantee to his school as entitled for such time as he is on leave and/or one (1) leave extension while serving as President of the Association. When the President returns from the leave, he shall be placed in the appropriate range/step of the salary schedule as if he had remained in service. This provision shall be limited to the President of the Association.

ARTICLE V - GRIEVANCE PROCEDURE

A. DEFINITION

Any claim by the Association or a teacher that there has been a violation, misinterpretation or misapplication of a specific term or terms of this Agreement shall be a grievance.

B. GRIEVING PARTY

Only teachers or their certified bargaining representative shall have the right to institute and process grievances under this Article.

C. TIME LIMITS

All limits shall consist of school days, Monday through Friday, except that when a grievance is submitted on or after June 1, and before the first work day of the next school year, time limits shall consist of all week days, Monday through Friday, so that matters may be resolved before the close of the school term or as soon as

possible thereafter. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. There shall be no obligation by the Employer to consider any grievance not filed or appealed in a timely manner. The parties may mutually agree in writing to extend the twenty (20) day time limits to file a grievance at the informal step of the grievance procedure for a period not to exceed ten (10) days.

In the event that the Employer processes a complaint which may not be properly defined as a grievance as set forth, the Employer shall not be stopped from rejecting such complaint on that basis at a later date, except as provided in Section G-4, or refusing to process the complaint further provided that such disputes shall be provided under Section H-5.

Either party may seek a waiver to the timelines established in the grievance and arbitration procedures. The mutual agreement to waive the timelines and establish a new timeline must be in writing. If a time limit is missed and no written waiver exists, the parties will revert to the contractual timelines and move the grievance to the next level up to and including arbitration.

D. ASSOCIATION REPRESENTATION – RIGHT TO PRESENT A GRIEVANCE

Upon selection and certification by the Association, the Board shall recognize an Association grievance representative in each school on the following ratio: one (1) Association grievance representative for each school with up through one hundred (100) members of the bargaining unit; two (2) Association grievance representatives for schools with over one hundred (100) members of the bargaining unit.

An individual teacher of the bargaining unit may present a grievance at any time to the Employer and have the grievance heard without intervention of the Association, provided that the Association is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Insofar as possible, grievance investigation and handling will not interfere with classroom instruction. However, for grievance meetings beyond the school level, grievance representatives, individual grievants and other necessary parties in interest who are bargaining unit personnel shall be given release time as provided in Article XXVI during the day without loss of pay or benefits to attend such meetings if held during the work day.

Grievance meetings beyond the school day shall be held at times mutually convenient for the Employer and the grievant.

The Association will furnish in writing to the Superintendent a list of authorized Association grievance representative(s) in each school and maintain its currency.

E. INFORMAL DISCUSSION

Any teacher or the Association, in cases of an Association grievance, may institute a grievance by notifying the principal or immediate supervisor of such and shall meet with the principal or immediate supervisor on an informal basis for the purpose of discussing and attempting to settle the matter. When requested by the teacher, the Association grievance representative may intervene to assist.

F. MEDIATION

If a claim made by the Association or teacher of a violation, misinterpretation or misapplication of this Agreement has not been satisfactorily resolved at any Step of the grievance procedure, either party may present a written request for mediation to the other party. Upon receipt of the request, the receiving party shall respond in writing to the requesting party within five (5) days of receipt.

- (1)** The Department of Education (DOE) and the Association or teacher must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, the time lines and procedures contained in this Agreement shall be suspended for no more than ten (10) days to accommodate the mediation process.
- (2)** Within five (5) days following the agreement by the DOE and the Association to mediate the grievance, the respective parties shall appoint a joint mediation team composed of one (1) DOE representative and one (1) Association representative. No mediation team shall be directly involved in representational matters within the district in which the grievance arose.
- (3)** The parties shall share equally the expenses of the mediation.
- (4)** The grievant shall have the right to be present at the mediation session(s).
- (5)** The mediators shall have the authority to caucus separately with either party, but shall not have the authority to compel the resolution of a grievance. The mediation process shall be limited to five (5) days from the date of selection, unless both parties mutually agree to extend this limit.
- (6)** Proceedings before the mediators shall be informal in nature. There shall be no formal rules of evidence, no transcript or any formal record of the conference(s) or meeting(s). The mediators shall be instructed not to make public any information relating to or arising from the mediation process.

- (7) If no settlement is reached in mediation within the specified time limit, the Association or teacher shall notify the DOE of its intent to proceed with the next step of the grievance procedure and the grievance timeline shall be reinstated.
- (8) In the event that a mediated grievance is appealed to the next step or arbitration, there shall be no reference to the fact that a mediation conference was or was not held.

G. STEP 1

- (1) If the matter is not settled on an informal basis in a manner satisfactory to the teacher involved, then the teacher or the certified bargaining representative may institute a formal grievance by setting forth in writing on the form set forth in Appendix I, the nature of the complaint, the specific term or provision of the Agreement allegedly violated and the remedy sought.
- (2) The grievance must be presented to the CAS or Assistant Superintendent in the case of State Office teachers, in writing within twenty (20) days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) days after the alleged violation first became known or should have become known to the teacher involved.
- (3) The CAS or Assistant Superintendent in the case of State Office teachers shall hold a meeting within five (5) days of receipt of the grievance, for the purpose of obtaining evidence pertaining to the grievance and for the purpose of attempting to settle the matter. Attendance in the Step 1 meeting shall be limited to all decision makers associated with the grievance (i.e. CAS/AS, PRO, principal/supervisor), the Association representative, and the grievant; unless otherwise mutually agreed upon. The decision will be in writing and delivered to the grieving party within five (5) days after the meeting.
- (4) If the answer to the grievance in Step 1 meeting is not delivered within five (5) days or does not satisfactorily resolve the matter, then the Association may appeal such decision to arbitration. However, by mutual agreement between the association and the Superintendent or designee, the Association may appeal a grievance to Step 2.

H. STEP 2

- (1) Any grievance involving suspensions, terminations, or class grievances involving teachers from more than one school shall be filed with the Superintendent or designee in writing within twenty (20) days after the occurrence of the alleged violation, or if it concerns an alleged continuing

violation, then it must be filed within twenty (20) days after the alleged violation first became known or should have become known to the teacher involved. The Superintendent or designee shall hold a meeting within five (5) days.

- (2) If by mutual agreement by the parties a grievance is appealed from Step 1 of the grievance procedure, the Superintendent or designee shall hold a meeting within five (5) days of receipt of the Step 2 grievance.
- (3) The grievance must be set forth in writing on a form set forth in Appendix I and specifically state which portion of the answer to the grievance in Step 1 is being appealed and the remedy sought.
- (4) The parties shall not have the right to present different allegations than those presented at the Step 1 meeting.
- (5) The Superintendent or designee's answer to the grievance shall be in writing and delivered to the grieving party within five (5) days after the meeting.

I. ARBITRATION

If a claim made by the Association or teacher has not been satisfactorily resolved, the Association may present a request for arbitration of the grievance within ten (10) days after the receipt of the decision.

- (1) Representatives of the parties shall immediately attempt to select an arbitrator. If the parties have not appointed an arbitrator within two (2) weeks from the receipt of the request for arbitration, the parties will request from the Hawaii Labor Relations Board a list of five (5) names from the register of arbitrators.

The arbitrator shall be chosen by the parties by alternately striking one (1) name at a time from the list. The first party to scratch a name shall be determined by lot. The arbitrator whose name remains on the list shall serve for that case. By mutual agreement, the parties may select a permanent umpire to serve on all cases.

The arbitration hearing shall commence within forty-five (45) days from the Association's official notification to the Employer that the case is going to arbitration. The parties may mutually agree to a written waiver of the timelines. The arbitrator(s) to be selected must agree to the schedule.

In making a decision on a case, the arbitrator shall not have the authority to consider any facts not in evidence, nor shall the arbitrator add to, subtract from, delete, or in any way amend or modify any term or condition of the

Collective Bargaining Agreement. The arbitrator's decision shall be in writing and shall contain the rationale supporting the decision. The decision will be final and binding on the parties.

- (2)** The voluntary labor arbitration rules of the American Arbitration Association as amended and in effect during the life of this Agreement shall apply to the proceedings except as otherwise provided herein or as otherwise amended by mutual agreement.
 - (3)** The arbitration shall comply with the American Arbitration Association time limits unless the parties agree in writing to a waiver. The waiver shall not extend the timelines beyond six (6) months. If there are extraordinary circumstances, the arbitrator may request a waiver. This provision shall be provided to the arbitrator before his agreement to arbitrate.
 - (4)** The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association, including the cost of the arbitrator's transcript if one is requested by the arbitrator. Each party will pay the cost of presenting its own case.
 - (5)** If the Employer disputes the arbitrability of any grievance submitted to arbitration, the arbitrator shall first determine the question of arbitrability. If the arbitrator finds that it is not arbitrable, the grievance shall be referred back to the parties without decision or recommendation on its merits.
 - (6)** When the arbitrator finds that any disciplinary action was improper, the action may be set aside, reduced or otherwise modified by the arbitrator. The arbitrator may award back pay to compensate the teacher wholly or partially for any salary lost. Such back pay award shall be offset by all other compensation received by the grievant(s) including but not limited to unemployment compensation or wages.
 - (7)** The Arbitrator shall not consider different allegations than those presented at the Step 1 and Step 2 meeting.
- J.** The Employer acknowledges the right of the Association's grievance representative to represent any grievant at any level if so requested by the grievant.
- K.** The Employer and Association by mutual written agreement may waive Steps 1 and 2 of the Grievance Procedure and proceed with arbitration. In addition, the parties may voluntarily and mutually agree to mediation at any time prior to arbitration.

- L.** No reprisals of any kind will be taken by the Employer or the school administration against any teacher because of his/her participation in this Grievance Procedure.
- M.** All documents, communication and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- N.** The Employer has the right to suspend, demote, discharge or take other disciplinary action against a teacher for proper cause.
- O.** Disciplinary action taken against any teacher shall be for proper cause and shall be subject to the Grievance Procedure.
- P.** Expedited Grievances: Mediation or an expedited grievance procedure shall be used for class grievances involving teachers from more than one school, suspensions, and or terminations of teachers. The informal discussion and/or Step 1 of the grievance procedure shall be waived.
- Q.** Arbitration: If the grievance goes to arbitration, the arbitration process may be either conventional or expedited. If expedited arbitration is used, either party shall have the right to file closing briefs.

ARTICLE VI - TEACHING CONDITIONS AND HOURS

A. CLASS SIZE COMMITTEE

- 1.** A joint class size committee shall be established within four (4) weeks after the execution date of this Agreement. The committee shall consist of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Association.
- 2.** Alternates or replacements of committee members shall be the sole prerogative of the party involved. No decision of the committee shall be binding if one or more of the committee members is not present when the decision is made. Further, the committee is authorized to hear and investigate complaints regarding class size and make recommendations to the Superintendent regarding such complaints.
- 3.** The committee shall have authority to recommend to the Superintendent specific changes to be made to accomplish its objectives. The Superintendent shall implement the recommendations in each case as soon as possible.
- 4.** In the event that a majority vote on a decision of the committee is not forthcoming within ten (10) days after the consideration of the issue, the Association may have the matter submitted to an arbitrator selected by the

parties as set forth in Article V, Section H-Arbitration, of this Agreement. The arbitration will be conducted in accordance with Article V, Section H, of this Agreement.

5. The Employer will furnish all relevant information requested by the committee.
6. The Employer agrees to maintain the average statewide class size ratio of 26.15 to 1.
7. For position allocation purposes, special education students, with the exception of those in self-contained classes, shall be counted as both regular students and special education students.
8. For position allocation purposes, special education students in integrated self-contained classes shall be counted as one-half of regular students and as full count of special education students.

B. LESSON PLANS

Teachers responsible for the instruction of students shall prepare legibly written or typewritten lesson plans, the form and content of which will remain discretionary with the teacher. Lesson plans will be made available to the principal upon request. There will be no requirement of a regular and periodic submission of lesson plans.

A teacher absent five (5) days or less shall make lesson plans available to the substitute(s). Such plans shall contain basic information with which the substitute(s) can conduct the class(es). After the fifth day, the teacher, following notification to the school administrator, may have the substitute(s) prepare subsequent lesson plans during the period of the absence.

C. SIGN IN

A teacher may be required to check in by initialing to indicate presence.

D. WORK TIME

1. Regular Work Day

a. The regular work day shall be defined as the amount of time per day that teachers shall be required to be present at their assigned place of work during such days as determined by the Employer.

b. The regular work day shall consist of seven (7) hours.

2. Flexible Work Time

- a. Teachers may be required to participate in in-service training, school program planning and assessment, or principal-teacher evaluation conferences beyond the regular work day through the use of a flexible work time schedule.
- b. The Employer may modify the regular work day within any scheduled quarterly cycle provided the total number of required work hours in the scheduled quarterly cycle does not exceed seven (7) times (x) the number of working days in the cycle.
- c. The flexible work time within a scheduled quarterly cycle shall be administered as follows:
 - 1) Multiples of fifteen (15) minute blocks of time up to ninety (90) minutes contiguous to the regular work day may be added.
 - 2) In no event shall a flexible work day extend beyond 4:30 p.m.
 - 3) A preparation period shall not be used by the Employer in the implementation of the flexible work time schedule, or the activities listed in 2(a) above, unless teacher initiated.
 - 4) In exchange for the flexible work time, teachers shall be granted an equivalent amount of early release time within the same quarterly cycle during the time normally scheduled for faculty meetings.
- d. This section shall be administered exclusive of the provisions contained in Article VI - Section AA - School-Related Activities.

E. CONSECUTIVE INSTRUCTIONAL TIME

Teachers shall not be required to teach more than one hundred eighty (180) consecutive minutes without a break, lunch or recess.

A break or recess of not less than fifteen (15) minutes in length shall be provided. This break or recess shall be duty free except for the period when teachers are assigned supervision of students on a rotation basis, with the understanding that no less than five (5) minutes of a break is accorded the teacher-on-duty as personal time. Teachers may be assigned supervision no more than once every five (5) days or no more than one-fifth (1/5) of the total days per quarter, except in those small schools wherein it would be impractical or prohibitive to do so.

F. SUBJECT MATTER AND GRADE LEVEL

Teachers in an intermediate, middle or senior high school with an enrollment of more than five hundred (500) shall not be required to teach in more than two (2)

subject matter fields as set forth in Standard Practices Regulation #5301 and not more than two (2) academic levels. Academic level shall be defined as grade level.

Exceptions may be made for multi-level courses which are open to more than one grade level or in special teaching programs. The assignment of teachers shall be in conformance with Article VII - Assignments and Transfers.

In determining individual teaching programs, principals will consult and confer with teachers within the department or grade levels in intermediate, middle and/or high schools in conformance with this section.

In the event of unusual circumstances, which require deviations from this section, the Association and Employer may examine the situation and mutually agree to the exception.

G. OPEN SUPPLY ROOMS

Open supply rooms shall exist in each school where feasible.

H. EQUIPMENT

- 1.** The Employer, within budgeting limitations, shall provide teachers, including traveling teachers based at a school, with desks, which have lockable drawer space.
- 2.** Chalkboard/whiteboard space in classrooms shall conform within reasonable confines with State Educational Specifications.
- 3.** The Employer shall provide to each teacher a copy of all texts used in each of the courses he is to teach. Within budget limitations, the Employer will endeavor to provide basic textbooks for students.
- 4.** The Employer shall provide gym uniforms and tank suits for physical education teachers, smocks for art and home economics teachers, lab coats for laboratory science teachers and shop coats for vocational and industrial arts teachers. Laundering shall be the responsibility of the teachers. In addition, the Employer shall reimburse physical education teachers and marching band directors up to \$50.00 a year for caps and sunblocks.
- 5.** The Employer, within budgeting and space limitations, shall provide each teacher with closet space to store personal articles.
- 6.** Within budget limitations, the Employer will endeavor to maintain classroom equipment, machinery and tools in proper working order.

I. PARKING

Parking facilities shall be provided for teacher use where parking facilities exist. Priority in parking shall be given to teachers over students, parents and visitors.

J. SPECIFICATIONS

The Association shall have the right to consult with the Employer concerning the specifications of proposed schoolrooms and facilities as contained in State Educational Specifications.

K. CAMPUS LEAVE

After signing out (indicating purpose and destination), a teacher may leave the campus or work site during any period of time he is not teaching, supervising students or scheduled for other activities to attend to necessary work-related activities.

L. PREPARATION EQUIPMENT

There shall be available in each school, within budgeting limitations, adequate typing, word processing computers, software, printing, duplicating facilities, and other equipment to aid teachers in the preparation of instructional material.

The teachers and principal in each school shall develop a check-out system in order to provide individual teachers access to preparation equipment before and after regular school hours.

Teachers should take appropriate steps to insure their personal safety when working before and after school hours.

M. TRAVELING TEACHERS

Schedules of teachers who are assigned to more than one school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of interschool travel.

Teachers who may be required to use their automobiles, motorcycles or motor scooters in the performance of their duties and teachers who are assigned more than one (1) school per day shall be reimbursed for such travel at the standard mileage rate prescribed by the Internal Revenue Service for the use of automobiles; thirty-and-one-half cents (30.5¢) for the use of motorcycles; and nineteen-and-one-half cents (19.5¢) for the use of motor scooters for all driving done between arrival at his first school at the beginning of his work day and departure from his base school at the end of the work day. However, if the distance from the teacher's home to his first location or from the teacher's last location to his home is greater than the distance between the teacher's home and his base school, he shall be reimbursed for the difference at the prevailing rate.

The administration shall designate a traveling teacher's base school. Whenever practical and where space is available, the base school shall be one of the teachers' assigned schools which is closest to his home as of the first day of the school year.

Teachers required in the course of their work to drive their personal automobile, motorcycle or motor scooter from one school to another shall be reimbursed at the above rates. The same allowance shall be given for the use of personal vehicles for official business of the district as designated by the CAS.

Except as modified by this Article, Title 3, Chapter 10 of the Hawaii Administrative Rules, shall remain applicable for the duration of this Agreement.

When teachers are required to travel on official business to other islands within the State of Hawaii, they shall be provided with a travel allowance of ninety dollars (\$90) per twenty-four (24) hour day. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day (1/4) periods measured from midnight. In computing the amount of per diem, the official travel time shall begin sixty (60) minutes before the scheduled flight departure time and shall end upon the teacher's return to his home airport. This computation shall be applicable to all trips, including one-day trips (leaving and returning on the same day) however, in the case of one-day trips, the allowable claim shall not exceed two (2) quarter-day periods.

When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

When teachers are required to travel on official business to areas outside the State of Hawaii, they shall be provided a per diem of one hundred forty-five dollars (\$145) per twenty-four (24) hour day. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin no later than twenty-four (24) hours prior to the time the teacher is to be at work at the out-of-state destination. The teacher shall be scheduled to arrive at the out-of-state destination (applicable airport) at least ten (10) hours before reporting for duty. The official travel time shall end upon the teacher's return to his home airport. All calculations will be based on Hawaiian Standard Time.

When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

Included in the per diem rate designated in paragraphs six (6) and eight (8) shall be a daily allowance for commercial lodging. For intrastate travel, this lodging allowance shall be fifty dollars (\$50) per twenty-four (24) hour day. For out-of-state travel, this allowance shall be eighty-five dollars (\$85) per twenty-four (24) hour day.

Whenever a teacher's commercial lodging cost exceeds the applicable lodging allowance, the teacher shall be entitled to an additional amount added to his per diem. This amount shall be equal to the difference of the actual daily cost of commercial lodging and the applicable allowance provided herein, multiplied by the number of days spent on commercial lodging. Unless otherwise waived by the Employer, requests for commercial lodging expenses in excess of the lodging allowance shall be pre-approved in advance of the teacher's trip.

Whenever possible, teachers shall receive advanced per diem for official travel. The Employer shall reimburse teachers who request reimbursement for excess lodging expenses as soon as possible.

In order to provide freedom of choice in meal consumption, the teacher shall not have his per diem reduced on the basis of meals included in the conference programs.

N. SUBSTITUTE TEACHERS

Teachers shall not be required to substitute nor be responsible for classes or students from classes of other absent teachers.

Counselors, librarians, registrars and other special service personnel may have the option of requesting a qualified substitute. With the concurrence of the principal, librarians in schools with one (1) librarian shall be granted substitutes on request.

A list of available substitutes shall be given to a teacher upon request. Teachers may submit the names of substitutes they wish to place on a priority list for the school to the principal.

A substitute teacher may be authorized on a conditional basis by the CAS or designee when a classroom teacher is on a field trip, an athletic coaching assignment or a Visitation Day. The teacher(s) who sponsors, teaches or supervises the student group on an approved activity shall be considered the primary chaperone(s). The primary chaperone(s) shall have first priority in receiving a substitute under the existing guidelines.

O. COLLECTION OF MONIES

Teachers shall not be required to collect monies for any school or community activity except for activities initiated by teachers.

P. FUND RAISING

Teacher participation in school and community fund raising projects shall be voluntary.

Q. RESPONSIBILITY FOR MONIES COLLECTED

Monies collected for classroom projects, field trips, etc., shall be turned in to the office prior to 11:00 a.m. whenever possible in order to meet the armored car pick-up schedule. Those teachers collecting monies in classes which meet after 11:00 a.m. and who cannot collect monies prior to the armored car pick-up schedule may turn such monies in to the administration office. A teacher who has adhered to the procedure outlined above shall not be required to keep school monies in his classroom, on his person or at his home overnight.

R. EVALUATION OF STUDENTS/GRADING PREPARATION

A teacher's evaluation of a student shall not be changed. In addition to the teacher's evaluation, it is recognized that an administrator may make a separate evaluation of a student. In the event that an administrator makes a separate evaluation of a student, a written explanation shall be attached to the administrator's evaluation and a copy of the administrator's explanation forwarded to the teacher of the affected student.

The deadline for the submittal of grades shall be no earlier than end of the work day on the fourth student day following the end of each quarter except for the fourth quarter. Fourth quarter grades shall be completed by the end of the teachers' last work day. Teachers who presently have more time to submit grades at the end of a quarter or semester shall not lose that time.

S. CLASSROOM INTERRUPTIONS

Classroom interruptions shall be minimized.

The Employer shall make reasonable efforts to eliminate excessive noise-producing activities during the school day. Assistance of other agencies may be sought if necessary to eliminate noise-producing activities.

T. STUDENT MEDICATION

Teachers shall not administer student medication.

U. CLEANING AND MAINTENANCE OF BUILDINGS

The Employer shall be responsible for the maintenance and cleanliness of the campus, classrooms and offices.

A teacher who submits a request to the principal or supervisor for repair and/or maintenance shall, upon request, be provided a copy of the official request form

before it is sent to the District Office. A copy of the form which is returned to the principal or supervisor with the disposition noted or the work order attached shall be given to the initiating teacher upon request.

In the absence of a response to the repair and maintenance request within a reasonable length of time, the teacher may appeal in writing to CAS who will respond to the teacher within a reasonable length of time.

V. CONFIDENTIAL INFORMATION

Counselors, psychological examiners or outreach counselors shall not be required to divulge confidential information.

Counselors shall be provided a space to provide counseling services in a confidential manner. Their workspace shall contain a lockable file cabinet to adequately secure confidential information.

W. SPECIAL SERVICES PERSONNEL

Special Services Personnel shall have the right to confer with the professional staff of any assigned school with the approval of the administrator of the school. Such approval shall not be unreasonably denied.

X. PREPARATION PERIODS

1. Purpose of Preparation Period and Determining Its Use

A preparation period shall be for the pursuit of personally initiated school tasks in preparing for instruction, evaluating students, and performing other instructionally related activities. A preparation period shall not be used for personal or Association business or activities. In all schools, each teacher shall determine where and how s/he will utilize the preparation period in a manner that is consistent with this article.

2. Types of Preparation Periods

Preparation periods may be either "common" or "floating." A common preparation period is one that is scheduled outside of the instructional day for all teachers at a school, such as at the end or the beginning of the day. A floating preparation period is one that is scheduled within the instructional day, the specific period which may vary from teacher to teacher.

3. Length of Preparation Period

a. Classroom teachers shall have no less than 225 aggregate minutes of preparation periods scheduled by the Employer during the teacher's regular work week. A preparation period shall consist of a continuous block of time of not less than forty-five (45) minutes. However, in cases where the scheduled single preparation period exceeds forty-five (45) minutes, the excess minutes shall be considered preparation time.

Preparation periods, if scheduled at the end of the day, may be more than forty-five (45) if scheduling allows.

- b.** Up to six (6) teacher's preparation periods may be used per semester at the discretion of the Employer to provide in-service training, school program planning and assessment or to attend principal-teacher conferences. The Employer shall provide reasonable advanced notice. The Employer shall early release teachers for a full preparation period for each whole or partial preparation period utilized under this section. The teacher shall notify the principal of the day(s) he has selected for early release. The early release should not conflict with a previously scheduled use of the preparation period under this section. Early release days may be consecutive but must be taken within the semester. The Association and the Employer shall meet at the end of each semester to monitor this provision. This provision shall also apply to certificated support personnel.

4. Additional Preparation Time

A teacher in an intermediate, middle or senior high school with an enrollment of five hundred (500) or less may be granted additional preparation time if the teacher has more than two (2) academic levels and two (2) subject matter fields as provided in Article VI, Section F - Subject Matter and Grade Level, subject to the approval of the CAS.

5. Early Morning Preparation Periods

- a.** A teacher at a school with common preparation periods scheduled at the end of the student day may elect to have an early morning preparation period by notifying the appropriate administrator or supervisor by school quarters.
- b.** Early morning preparation periods shall not be scheduled on faculty meeting days and on days when training or other activities as provided for in the Agreement have been scheduled contiguous to the work day.
 - i.** The provisions of Article VI, Section D.2-Flexible Work Time and Section X-Preparation Periods, in the Agreement shall be applicable to teachers scheduled for early morning preparation periods.
 - ii.** With reasonable notice (at least two [2] days in advance), afternoon events, meetings and/or in-service training activities, as provided for in the Agreement, may be scheduled at which the attendance of all teachers shall be mandatory. Teachers on early morning preparation period shall observe an afternoon preparation period and shall attend the scheduled event, training activity or meeting.

iii. If problems arise in implementing this early morning preparation provision (e.g., repeated tardiness or nonattendance at principal-scheduled afternoon events, meetings and/or in-service training activities, etc.) as provided for within the Agreement, the principal may suspend a teacher's early morning preparation period until a mutually satisfactory resolution is reached. If a resolution cannot be reached within twenty (20) working days, the principal may rescind approval of that teacher's early morning preparation period.

6. The Employer shall not be required to alter the work schedules of other employees in order to accommodate teachers scheduled for early morning preparation periods. The Employer shall not be required to hire additional security personnel or make special provisions regarding the access to facilities and equipment.

7. Sign Out

Each teacher shall sign out if s/he is leaving campus before the end of her/his workday.

8. Emergencies

In the event that emergencies such as gang activity, a fire or other incidents that affect students' health and safety occur or are rumored to occur, teachers shall assist in the implementation of the school's emergency plan.

Y. DUTY FREE LUNCH PERIOD

Teachers shall be provided with a duty free lunch period of no less than thirty (30) minutes. The remaining time in excess of any single thirty (30) minute lunch period shall also be duty free except in those small schools wherein it would be impractical or prohibitive to do so, with respect to those teachers assigned campus and/or playground supervision of students on a rotating basis.

A teacher may leave the campus during his duty free lunch period.

Z. NON-PROFESSIONAL DUTIES

It is acknowledged by the parties that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

The Employer will make every reasonable effort to relieve teachers of performing non-professional duties by providing, wherever possible, supplementary assistance as funds and personnel become available.

The non-professional chores connected with lunch duty, custodial duties and

supervision of students performing custodial duties shall be eliminated from the teachers' job responsibilities. In addition, Grade Level Chairs in elementary schools and Department Chairs/Heads in secondary schools without the extra preparation period, shall not have yard duty except in those small schools wherein it would be impractical or prohibitive to do so.

Further, no member of the bargaining unit shall be required to balance or maintain daily registers, collect lunch money or inspect bathrooms or restrooms on any scheduled basis. However, teachers shall be responsible for maintaining accurate attendance records for students in their classes. The principal may schedule teachers on a rotation basis to supervise students outside the classroom. Teachers who assume frequent school-related activities, wherever possible, shall be given relief from non-professional duties.

When given reasonable advance notice by the teacher, the Employer shall, within operational limitations, provide appropriate assistance in the moving and arranging of classroom furniture, equipment and boxes of supplies.

AA. SCHOOL-RELATED ACTIVITIES

The parties recognize that teachers, as part of their professional obligations, must devote considerable time outside of school hours to prepare for instruction. The parties recognize further that, in addition to such professional obligations, teachers have a supplemental professional obligation to participate in a reasonable amount of school-related activities; however, such participation is best achieved when it is accomplished on a voluntary basis. In addition, the parties recognize that community involvement in the same school-related activities is also desirable.

Teacher participation in school-related activities beyond the school day shall be on a voluntary basis. The Employer shall first attempt to seek sufficient volunteers from the faculty and the community. If sufficient volunteers are not available to cover such school-related activities, the principal shall attempt to assign such work on a fair and equitable basis but with proper regard to job and skill requirements. Such assignments shall not be made as rewards or penalties. Furthermore, assignments will not be made if such work impairs a teacher's health or safety or causes undue personal hardship. Assignments will be made as far in advance as possible under the circumstances.

The Association Policy Committee (APC) shall meet with the school administrator for the purpose of reviewing and discussing an approved list of student activities, a procedure for approving new student activities, a calendar of student activities and criteria for teacher participation in student activities.

Further, a school's program shall provide for:

1. the performance of school-related activities where possible within the school day;
2. release of teachers wherever possible during their non-instructional time before the end of the school day on the day(s) when assuming assigned or voluntary duties which require activity after the work day;
3. the relief from non-professional duties for teachers wherever possible who assume frequent school-related activity requirements; and
4. the early release of students for parent-teacher conference as provided for in the Standard Practices Regulation #4510.3.

Alleged violations of this provision concerning school-related activities beyond the school day shall be subject to the Grievance Procedure provided for in this Agreement.

School-related activities for the purpose of this section shall mean parent-teacher conferences, advising student clubs and supervising student activities. However, in no event shall a teacher be assigned to the following activities:

1. dances that are not semi-formals, formals, proms, balls or banquets;
2. intermediate or middle school dances during non-school hours, unless associated with a banquet;
3. athletic events; and
4. non-charter club activities. Volunteering for a non-charter school activity does not fulfill the obligation under section AA.

School-related activities under section AA are subject to agreement between the APC and the school administrator.

BB. TEACHER-IN-CHARGE

No teacher shall be assigned responsibility for supervising or administering any school. However, in an emergency or in those schools not large enough to have a full-time principal or in a school without a vice principal, when a principal is absent, a teacher may be designated as the teacher-in-charge of the school and be paid a differential of eight percent (8%) above the teacher's base salary for the period designated.

A teacher may also be designated as a stand-by teacher-in-charge within a predetermined chain of command within the school consisting of employees who are designated to have authority and responsibility to assume administrative duties which normally would have been done by an administrator had he been on campus. A stand-by teacher-in-charge shall be paid a minimum of two (2) hours based on \$2.50 per hour. Teachers shall be compensated for any additional hours beyond the minimum two (2) hours at the same rate. The Employer shall make every effort to reduce the frequency of assigning teachers-in-charge.

CC. WORK TIME DISTRIBUTION, WEEKLY TOTALS WITHIN THE 7-HOUR DAY, 5-DAY WEEK

1. Self-Contained Classes

a. Fourteen hundred fifteen (1415) minutes of instructional time per work week.

b. Two hundred twenty-five (225) minutes of preparation time per work week in blocks of not, less than forty-five (45) continuous minutes during the teachers' regular work day except as provided for in Article VI, Section X.1-Preparation Periods.

c. One hundred fifty (150) minutes of duty free lunch periods per work week in blocks of not less than thirty (30) continuous minutes during the teachers' regular work day except as provided for in Article VI, Section Y-Duty Free Lunch Period.

d. Three hundred ten (310) minutes to be used during the work week exclusively for:

- (1) all faculty meetings
- (2) departmental meetings
- (3) grade level meetings
- (4) curriculum meetings
- (5) passing time
- (6) opening and closing time
- (7) recess
- (8) homeroom
- (9) scheduled activity periods on a voluntary basis
- (10) study hall

2. Departmental Classes

- a.** Twelve hundred eighty-five (1285) minutes of instructional time per work week.
- b.** Two hundred twenty-five (225) minutes of preparation time per work week in blocks of not less than forty-five (45) continuous minutes during the teachers' regular work day, except as provided for in Article VI, Section X.1-Preparation Periods.
- c.** One hundred fifty (150) minutes of duty free lunch periods per work week in blocks of not less than thirty (30) continuous minutes during the teachers' regular work day except as provided for in Article VI, Section Y-Duty Free Lunch Period.
- d.** Four hundred forty (440) minutes to be used during the work week exclusively for:
 - (1)** all faculty meetings
 - (2)** departmental meetings
 - (3)** grade level meetings
 - (4)** curriculum meetings
 - (5)** passing time
 - (6)** opening and closing time
 - (7)** recess
 - (8)** homeroom
 - (9)** scheduled activity periods on a voluntary basis
 - (10)** study hall

DD. WORK LOAD (TEACHING SCHEDULES)

- 1.** To further support schools in their standards-based reform initiatives, as well as the need for additional instructional time, the parties agree that school faculties may implement rotating, block or other non-traditional schedules by redistributing teachers' work time as delineated in Article VI-CC.
- 2.** Any redistribution of teachers' work time which results in varying lengths of the school day may not exceed an aggregate of the thirty-five (35) hour work week. Appropriately scheduled faculty meetings, departmental meetings, grade level/curricular meetings, and team planning meetings, etc. may be provided for in this redistribution of teachers' work times.
- 3.** The change in weekly assignments or the implementation of rotating, block or other non-traditional schedules shall be determined through an open, democratic, and collaborative process.

4. In determining each school's schedule, the following four criteria shall be met:
 - a. Secondary students shall have access to coursework in order to earn more than 6 credits per year. Elementary students shall have expanded course offerings.
 - b. Teachers shall have expanded opportunities for planning, collaboration, and professional development.
 - c. All schedules shall comply with HRS section 302A-251 (Act 167 (2010) as amended by Act 52 (2011)).
 - d. All schedules shall comply with Article VI of the Collective Bargaining Agreement.
5. Implementation of this provision shall require a collaborative process involving all active bargaining unit members at the school and the administration.
6. Principals shall work with the leadership group to develop a schedule for the school that meets the above criteria and the needs of the particular school. Development of the schedule shall be done through a collaborative process involving all active bargaining unit members at the school and the administration. The schedule may be one of four or more Department-approved model schedules, developed with input with the Association.
7. If all active bargaining unit members and the administration achieve consensus, the schedule shall be adopted for the school. For the purpose of this decision, consensus has been reached when all bargaining members in the school agree that their points of view have been heard and understood and that they can live with the decision.
8. If consensus is not achieved, then the principal shall put the proposed schedule to a vote of the active bargaining unit members. The schedule shall be adopted if approved by 66 2/3% of the members voting. If the vote is not approved by 66 2/3%, the principal shall select a schedule from the DOE-developed model schedules.

EE. SUPPORT PERSONNEL (WORK DAY; RELIEF BREAKS; TIME FOR WORK-RELATED TASKS)

1. Support personnel shall be defined as teachers who do not have scheduled preparation periods. These teachers include but are not limited to counselors, librarians, registrars, student activities coordinators (SACs) and student services coordinators (SSCs).

2. The regular work day for support personnel shall be the same work day as for all other members of the bargaining unit.
3. The Employer shall provide a duty free relief break of twenty (20) minutes per day for support personnel.
4. Support personnel shall be afforded necessary time to independently accomplish work-related tasks that need to be performed during the week. Such time shall be mutually agreed upon by the employee and the principal.
5. Support personnel may have a flexible work schedule(s) with different start and finish times from classroom teachers that conforms with a seven (7) hour work day, subject to the supervisor's approval.
6. The Board and the Association recognize that State and District Resource Teachers may conduct in-service training activities on non-work days. Therefore, the parties agree that these teachers, their work schedules permitting, shall have the flexibility to modify their work week. Supervisors of these teachers shall assist in accomplishing this flexible scheduling. Modified schedules shall be subject to the supervisor's approval.

FF. TEACHING TEAMS

Teaching teams shall be formed by mutual agreement of team members when practical.

GG. TEMPORARY CHANGE OF WORK STATION

When a teacher undergoes a temporary change in work station (e.g., attendance at a workshop activity or special meeting, participation in field trips or other student-related activities, participation in other DOE-sponsored activities) he shall follow the work schedule required for the activity.

HH. SPECIAL EDUCATION

1. Individualized Educational Programs (IEPs)

The parties recognize that the special educator's participation in the IEP process, as required by federal law, demands considerable time and particularly impacts those special educators who service students in resource and integrated self-contained instructional arrangements.

In order to provide special educators with time to participate in the IEP process, a maximum of ten (10) early release days as provided in Standard Practices Regulation #4510.3 may be utilized.

2. Special Education Committee

The parties agree to maintain a Special Education Committee of no more than five (5) representatives appointed by the DOE and no more than five (5) representatives appointed by the Association.

This committee shall meet not less than four (4) times each school year for the purpose of fact-finding and problem-solving operational and working condition concerns such as:

- a.** the use of time within the instructional day for IEP meetings without disrupting students' schedules;
- b.** the use of school days for developing IEPs;
- c.** the modification of existing rules, procedures and practices relating to the development of IEPs; and
- d.** the need to decrease the length of IEP conferences.

Within budgetary limitations, the Employer shall endeavor to implement the recommendations of the committee. If the recommendations require additional funding, the Association agrees to support the DOE's legislative proposals to obtain such funding.

3. Computers and Appropriate Teaching Tools

The DOE shall provide computers or access to computers, telephones, appropriate teaching tools, for use in special education within budgetary limitations and where feasible. Computer software programs for use in special education and training in the use of the computer software programs shall be made available to the extent funding is available and in accordance with DOE priorities and capabilities.

4. Special Education/Rehabilitation Act/Section 504 Conferences

As provided in federal and state rules and procedures, teachers and parents shall arrange special education (IDEA) and/or Rehabilitation Act, Section 504 conferences by mutual agreement.

II. HALF-TIME TEACHERS

Half-time teachers shall be defined as part-time teachers and other personnel of the DOE under the same salary schedule who work less than twenty (20) hours a week and who are equal to one-half (1/2) a full-time equivalent, except for Job Sharers as provided for under Section 302A-610, HRS.

The work schedules of half-time teachers shall be determined by the Employer, provided that the Employer shall make a reasonable attempt to schedule preparation time during such teachers' work week and daily lunch time (where appropriate). In recognition of the great variety of work schedules that may be

assigned to half-time teachers, it is agreed that the work schedules of half-time teachers need not conform with one another as long as the total scheduled work time of a half-time teacher does not exceed seventeen and one-half (17.5) hours per week or the aggregate equivalent of one (1) full-time equivalency (FTE) over a two-week period except as provided for in the following section regarding compensation.

Half-time teachers shall be eligible for:

1. Compensation

Compensation shall be based on the rate of pay specified on the appropriate salary schedule as adjusted in accordance with the appropriate percentage of full-time equivalency.

2. Sick Leave

Sick leave benefits shall be granted in accordance with the following schedule but adjusted in accordance with the appropriate percentage of full-time equivalency:

SICK LEAVE TABLE FROM STANDARD PRACTICES REGULATION #5404

Working Days Missed Since the Beginning of the School Year (WDMBSY)	Number of Sick Leave Days (NSLD)
0 - 17	18
18 - 35	16
36 - 53	14
54 - 62	12
63 - 80	10
81 - 98	9
99 - 116	7
117 - 134	5
135 - 162	3
163 - 171	2
172+	1
ALL DAYS MISSED	0

3. Personal and/or Professional Development Leave

Half-time teachers shall be granted six (6) adjusted personal and/or professional development leave days with pay per school year in accordance with the appropriate percentage of full-time equivalency in accordance with the provisions of this Agreement

4. Service Award

Half-time teachers shall accumulate service for service awards at the rate of one (1) month credit for every month of service.

5. Service Credit

Service credit for salary increment, longevity step credit, probationary service, time-in class, sabbatical leave eligibility, seniority in the school and seniority in the DOE shall be reviewed in terms of semesters. Each semester shall be earned in accordance with the specific applicable regulations.

Half-time teachers earn service credit in the same manner as teachers employed at one hundred percent (100%) full-time equivalency.

6. Tenured Rights Attained

Tenure rights shall continue in full force during periods of less than full-time employment.

Half-time teachers may earn tenure in the same manner as full-time teachers provided they complete the required probationary period satisfactorily and they are re-employed.

Tenured half-time teachers may seek transfers to both full-time as well as half-time positions through the assignment and transfer program. If staff reduction procedures are placed into effect, tenured half-time teachers participate as half-time employees. Staff reduction procedures and guidelines in effect shall continue. If half-time teachers are displaced from their half-time positions, they may be placed (if qualified) into other vacant half-time or full-time positions, or they may request to be realigned only with other half-time teachers in the school.

JJ. PROBATIONARY CREDIT

Probationary credit cannot be earned until a teacher has completed a State Approved Teacher Education Program and is properly licensed by the Hawaii Teacher Standards Board.

Teachers entering service and/or Instructors entering probationary status for the school year 2013-14 and thereafter, and holding a current and valid license from the Hawaii Teacher Standards Board will serve a minimum of six (6) semesters as a probationary period. Probationary teachers shall be evaluated through the same process and using the same instruments and measures as other teachers. Any probationary teacher receiving an unsatisfactory performance rating through an annual overall rating shall be dismissed. Any teacher rated as marginal in any annual rating shall be given assistance to improve performance. If such teacher does not improve to effective or better in the year immediately following the marginal rating, such teacher shall be dismissed. Every probationary teacher must complete at least two consecutive annual overall ratings with a rating of effective or better in their last two years of probation in order to gain tenure within the six semesters of a probationary period. Any teacher completing probation and continuing employment with the Department shall receive a one-time incentive in the amount of \$2,500 in the school year following their successful completion of probation, no later than the first pay period following October 1. For those who complete probation at the end of the first semester, they will receive the one-time incentive no later than the first pay period following April 1.

All Hawaii Teacher Standard Board licensed teachers with National Board Certification Teacher (NBCT) certification shall serve a probation period of two (2) semesters in order to gain tenure.

ARTICLE VII - ASSIGNMENTS AND TRANSFERS

For the purpose of this article (Article VII), "school" shall mean any DOE facility where teachers are assigned.

Assignments and transfers shall be governed by this Article and by the policies, regulations and procedures as contained in the Standard Practices 5100 Series. Other relevant memoranda shall be posted in schools or administrative units or distributed to teachers as appropriate.

A. TEACHING LINES

During the third quarter of the school year, information such as the Special Education (SpEd) preliminary position allocation from the District Office, student course request tally, and resource allocation sheet shall be shared with the faculty to encourage and facilitate teacher input and collaborative planning to maximize quality student programming based upon student needs and requirements.

During the fourth quarter of the school year or earlier, the tentative teaching lines for the following school year shall be posted, in an area accessible to faculty members. Teachers may submit recommendations for changes to the school administrator through the department or grade level chairperson, or a teacher may submit written recommendations directly to the school administrator with a copy to the department or grade level chairperson.

Upon request, information regarding the current master schedule and/or the schedule itself shall be made available.

B. TENTATIVE MASTER SCHEDULE AND NOTIFICATION OF ASSIGNMENTS

The Tentative Master schedules for the following year shall be posted by the last day of the school year, and by that date, teachers shall be notified of their next year's assignment in writing.

Unassigned or transferred teachers will be given their assignments to schools when assigned and be given their teaching schedules as soon as possible.

In order to notify teachers of their employment and salary status for the ensuing school year, teachers shall receive their Form 5 no later than the last day of the school year or as soon as possible after consummation of transfers and/or new assignments.

Changes made to the Form 5 shall be reflected on the reverse side as soon as possible.

Changes in assignments within a school after the last day of the school year shall be made for the good of the educational program of that school and upon consultation with the teacher(s) affected.

C. ASSIGNMENT/TRANSFER SELECTION CRITERIA

Teachers shall not be assigned nor granted a transfer outside the scope of their teaching license and/or certificate and their major or minor field of study except for good reason.

A principal or immediate supervisor when making assignments or affecting transfers shall consider a teacher's qualifications for performing tasks related to the assignment such as certification and license; teaching skills; experience(s) and

special ability(ies) related to the school program; and past performance including teacher evaluation and prior supervisors' reports.

When two (2) or more teachers apply for a vacancy, the Employer shall award the position to the teacher determined to be the most qualified to perform the duties related to that vacancy.

If it is determined that there is no material difference between qualifications of the applicants, then the Employer shall select or award the position to the teacher with the greatest length of service with the DOE. If the applicants are tied in the years of state service, the applicant with the most district seniority shall be granted the position. If the candidates remain tied in seniority, a neutral method (such as flipping a coin) shall be used to select the candidate.

Any arbitration of such grievances arising during the transfer period (February through June) filed under this section shall be completed on or before July 15 of any school year, and the parties shall make every good faith effort to complete such arbitration prior to said date, to the end that no teaching position shall remain unfilled at the commencement of each semester.

Any other grievance arising out of Article VII-Assignments and Transfers, may be filed under and shall be processed in accordance with the procedures set forth in Article V-Grievance Procedure, of this Agreement.

D. SECONDARY TEACHERS IN SPECIALTY AREAS

Secondary teachers in specialty areas are those teachers in positions where there is no teacher certification. In the event of a staff reduction in a school, such specialty area positions shall not be available for realignment by the teacher(s) being reduced.

A specialty area teacher who does not wish to continue in his position and whose performance is satisfactory will have the option to move in the same manner as any teacher who wishes to voluntarily move from a position. If a specialty area teacher's performance is rated marginal to unsatisfactory on his evaluation, that teacher may be reassigned for proper cause, subject to the grievance procedure in Article V-Grievance Procedure, and according to the following guidelines:

1. He may be placed in an appropriate vacancy in the school;
2. He may exchange positions within the school with the principal's approval;
3. He may apply for transfer; and

4. Absent the above, the teacher shall be placed on the district unassigned list.

E. STAFF REDUCTION

“Staff Reduction Guidelines for Certificated Personnel (Teacher Types)” dated December 2005 contained herein shall be amended by adding the additional paragraphs to read:

For the purposes of a staff reduction caused by drop in enrollment, returning leave teachers and/or other administrative actions requiring teachers to be moved from their schools in the current or subsequent school years, teachers shall be ranked in their school, district office or other administrative unit by service time in the DOE in positions presently reflected by the definition of Bargaining Unit 5. Time as an educational officer shall not be counted toward service time.

Each administrator, at the beginning of the school year, shall generate a seniority listing reflecting service time in the DOE and, upon request, shall show any member of the bargaining unit where he falls on the list.

In secondary schools, the department to which a teacher is assigned shall be designated on the school’s seniority list. Teachers shall be ranked in the departments by length of service in the State of Hawaii. Should a staff reduction be necessary, the teacher in the department with the least number of years of service in the State shall be reduced. Any teacher so reduced, if certified in another area, shall have priority of placement over the least senior teacher in that department; however, a member of the bargaining unit shall not displace another member of the bargaining unit who has more service time in the DOE.

Should there be a tie in the application of the above procedure, the tied teachers will be ranked by the service time in the school or administrative unit.

Should there be a further tie, the teachers shall be ranked by service time within the district.

Should a tie further continue, the principal shall use a neutral method to break the tie, such as a flip of a coin.

Whenever there are staff reduced or district unassigned teachers, the District shall confer with them to explain the method of assigning such teachers. A teacher who is staff reduced or affected by other administrative action may submit, if he so desires, a preferred list of not more than three (3) schools, three (3) geographic areas within his district, or other districts, to his District Personnel Regional Officer within seven (7) calendar days.

Every reasonable attempt shall be made by the Employer to place the teacher in one of his preferred areas. This teacher shall have priority for a vacant position in his area of certification over less senior tenured teachers in similar situations. The Employer shall develop the procedures to implement the aforementioned provisions.

The Employer shall also provide to the Association the computer list reflecting service time in the DOE for members of the bargaining unit in each school or administrative unit and will provide updated lists as they are available.

District unassigned teachers shall not have priority for reassignment for Middle School vacancies. Vacancies occurring in the sixth (6th) grade in middle schools shall be subject to the normal Assignment and Transfer process. Staff reduced elementary teachers will maintain their option to seek a 6th grade vacancy.

Tenured teachers employed at a DOE school moving to conversion as a public charter school shall be afforded the option to be placed in another DOE school as an unassigned staff reduced teacher, pursuant to the current staff reduction guidelines. Priority placement for these teachers shall only be available during the Assignment and Transfer Period of the charter school conversion transition year.

F. TRANSFERS

1. Transfer Period

There shall be two (2) postings for all vacancies beginning no later than March 1 for the first posting and no later than April 12 for the second posting of each school year.

Any position currently filled by a tenured teacher requesting a transfer shall not be filled until that teacher has consummated a transfer.

The tentative teaching lines shall be posted no later than two (2) weeks prior to the start of the first posting.

2. Eligible Teachers

Tenured teachers are eligible to apply for a transfer.

Probationary teachers in their fifth and sixth semester of probation are eligible to apply for transfer in the first posting. If probationary teachers do not consummate transfers, they will be placed into existing vacant positions according to probationary rehiring priorities at that time.

3. Posting of Vacancies

The Employer shall endeavor to identify vacancies for transfer as early in the transfer period as possible. The term "vacancies" shall refer to and mean "bargaining unit vacancies."

The first posting shall be a two-week posting beginning no later than March 1 of each school year followed by a three-week break to allow administrators to complete interviews resulting from the first posting.

The second posting shall be a one-week posting beginning no later than April 12 of each school year. The second posting shall be followed by a two-week interview period.

All general education and special education positions occupied by non-licensed and non-tenured teachers shall be posted, except as noted in paragraph 4 below.

Schools/Office may advertise anticipated vacancies in the second posting due to resignation, retirement or separation from service. An applicant seeking to transfer into an anticipated vacant position will be treated as a "conditional transfer," and the transfer can only be consummated if the position becomes vacant. Should it not become vacant, the applicant will remain in his/her position.

Each vacancy will be posted only once during the transfer period.

A list of appointments to all such bargaining unit vacancies shall be made available by the District to the Association upon written request of the latter. Other information shall be governed by Article IV, Section A - Employer Information.

In all postings of vacancies, limited term assignments shall be identified as such. The Employer shall, in writing if requested, explain fully the guarantees to which an active tenured teacher applying for a limited term assignment has if he accepts the limited term assignment.

4. Status of Positions Occupied by Probationary Teachers

Probationary teachers shall remain in their position for the first, second, third, and fourth semester and their position shall not be posted. All positions occupied by a probationary 5, and 6 teacher shall be posted during the first posting period.

A probationary teacher shall not remain in place if there is a displaced tenured teacher with a license or state certificate for that position.

5. Vacancy Notification

For teachers presently not in active service but who are members of the bargaining unit, the Employer shall send each via mail a copy of the current postings of vacancies if said teachers provide the Employer with self-addressed, stamped envelopes for that purpose.

In addition, for all teachers, the Employer shall send each via mail a copy of the current posting of vacancies during the non-school months if said teachers provide the Employer with self-addressed, stamped envelopes for that purpose.

G. NEW POSITIONS

As positions are released, the Employer shall implement or generate appropriate procedures to accommodate the specific situations.

Vacant new positions created by the Legislature and allocated by the Governor, if not posted during the voluntary transfer period, shall be posted during a special single one-week posting period on or before June 30.

If the newly created positions are allocated to the DOE after June 30, both parties shall meet to discuss the vacancy posting date, which would end no later than July 31.

Subsequent vacancies created by this special single one-week posting shall not be posted.

H. AMENDMENTS AND/OR MODIFICATIONS TO ARTICLE VII

In the exercise of its management prerogative over the subject matter, the Employer may make modifications and amendments to the procedures wherever required by new or changing conditions or as otherwise deemed necessary by the Employer to effectuate an assignment and transfer procedure in the best interest of the school system. Any such modifications or amendments shall be completed by the Employer prior to the commencement of the assignment and transfer program for each school year and not later than the last working day of August of that school year. The Employer will give notice to the Association of all such modifications or amendments to the procedures by transmitting to the Association a true and correct copy of the modifications or amendments. If, in the opinion of the Association, the modifications or amendments adversely affect or materially impair any substantive rights of a teacher(s) as set forth or incorporated in Article VII - Assignments and Transfers, the Association will state its position or objection

in writing within ten (10) calendar days from the receipt of such modifications or amendments.

The Employer will bargain in good faith with the Association on all points or objections raised by the Association against the modifications or amendments, but the Employer shall not be compelled to agree to any point or objection raised by the Association which the Employer in good faith believes would interfere with the right of the public employer to carry out its assignment and transfer program. If the parties cannot agree that the Association's objections or proposals do not so interfere, and the matter remains in impasse for fourteen (14) calendar days after the Employer's receipt of the Association's objections, the matter shall be submitted to final and binding arbitration in accordance with the procedures set forth in Article V, Section I-Arbitration, of this Agreement, provided that: 1) no assignment or transfer under the procedures as modified and amended shall be carried out prior to a final and binding arbitration award, but 2) all disputes or impasses to be resolved by arbitration under this section must be completed on or before the last working day of September of the respective school year.

ARTICLE VIII - TEACHER PERFORMANCE

- A.** The parties recognize and agree that teacher performance plays an important role in the growth and development of students. Therefore, the evaluation of teacher performance should provide information pertinent to career development. To this end, the following procedural safeguards relating to teacher performance have been agreed to in an effort to accomplish the goal.

The parties agree that students and teachers deserve an effective education system which includes a quality evaluation system that provides tools teachers need to continuously tailor instruction, enhance practice and advance student learning.

B. TEACHER PERFORMANCE EVALUATION SYSTEM

The performance evaluation system, implemented statewide effective July 1, 2013, will result in an annual rating.

- C.** All formal evaluations of teachers shall be in writing. However, all evaluations of teachers, formal or otherwise, shall be governed by Article IX - Personnel Information. No teacher shall be required to sign a blank or incomplete form. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address-audio systems, audio recording, video recording, and similar devices for teacher evaluation shall be prohibited. However, a video recording of a teacher during instruction shall be permitted for mentoring, coaching and professional development purposes as long as the teacher consents and the video shall not be used for teacher evaluation

purposes.

- D.** Teachers will be provided an orientation on the instrument that will be utilized. The orientation will include a review of the instrument, the process and criteria that will be applied. The teacher will be provided an electronic version of the instrument. Teachers will be provided notification of any amendments to the instrument via email.
- E.** A teacher shall be notified at least twenty-four (24) hours prior to an observation commencing.
- F.** Upon completion of the final evaluation, the evaluator will review/discuss the evaluation with the teacher.
- G.** Teachers will be provided a copy of any class visit or report prepared as a result of an observation at least the day before a conference to discuss it.
- H.** Teachers will be provided a copy of any class visit or report prepared as a result of an observation prior to a conference.
- I.** As appropriate and available, the Evaluator may require or provide teachers in need of assistance, support including but not limited to peer mentoring; recommended or prescribed coursework; or professional development activities. The cost of any prescribed coursework or professional development activities shall be borne by the Employer and shall not be used for reclassification.
- J.** Probationary and Temporary Teacher Appointment Agreement (TTAA) teachers at Multi-Track Year-Round Schools shall be evaluated during each track.
- K.** A teacher initially hired for the second semester shall not be marked marginal or unsatisfactory if there is insufficient time to conduct an evaluation and/or there is insufficient time for the teacher to improve his performance. The teacher shall have his evaluation period cycle extended into the next full semester of the next school year.
- L.** No teacher may be rated less than satisfactory or less than effective without proper documentation.
- M.** For salary increment purposes, tenured teachers in active service shall be assumed to have satisfactory or effective ratings for each school year unless specifically rated less than satisfactory or effective during that school year. Teachers rated effective will be deemed to have performed satisfactorily.
- N.** A teacher rated as less than satisfactory or less than "effective" shall receive

final notification no later than the third Friday in May, unless the Employer and Association mutually agree to an alternate date.

A tenured teacher rated as marginal for two (2) consecutive years will be deemed to have performed unsatisfactorily in the second consecutive year of being rated as marginal, provided the evaluator provided assistance and support as indicated in Article VIII, I.

- O.** A teacher who has been given an unsatisfactory rating may process a grievance except as provided for in Article VIII, Section P, paragraphs 2 and 3. A teacher whose unsatisfactory rating has been maintained through the grievance procedure as described in Article V shall be terminated.
- P.** No teacher shall be adversely evaluated without proper cause, but only adverse evaluations used as the basis for any disciplinary action against a tenured teacher shall be subject to the Grievance Procedure.

Any adverse evaluation used as the basis for any disciplinary action against a probationary teacher shall be subject to the Grievance Procedure up to but not including arbitration.

The non-renewal of a probationary or non-tenured teacher contract shall be at the discretion of the Employer and shall not be subject to the Grievance Procedure except for procedural defects. A probationary or non-tenured teacher whose contract is not renewed shall be given an opportunity for a hearing with the principal and an Association representative present if desired by the teacher, prior to the principal's recommendation of non-renewal.

Q. PERFORMANCE JUDGE

- 1.** The Association or a tenured teacher may appeal the decision of an unsatisfactory rating that results in termination by requesting mediation or filing a grievance at Step 2, as provided in Article V- Grievance Procedure.
- 2.** If the Association claims that an unsatisfactory evaluation rating resulting in termination issued by the Employer was not satisfactorily resolved at Step 2, the Association may serve a written notice to the Employer of its desire to proceed to the Performance Judge within ten (10) days after receipt of the Employer's decision at Step 2.
- 3.** The Employer and the Association shall jointly establish and mutually agree to a list of six (6) performance judges for the duration of this Agreement. The parties agree to keep the list current and updated, and by mutual agreement, may modify the Performance Judge list. The Performance Judge list shall be established as follows:

- a.** The parties shall each submit a list of ten (10) names of people eligible to serve as a Performance Judge.
 - b.** A name that appears on both parties' list shall automatically be placed on the Performance Judge list.
 - c.** The parties shall determine, by a flip of the coin, which party shall have the first choice in deleting a name from each other's list.
 - d.** Each party shall continue to strike names from each other's list of names on an alternating basis until six (6) names shall be placed on the Performance Judge list.
- 4.** The parties shall select a Performance Judge within twenty (20) days after the Employer receives notice from the Association of its desire to proceed to the Performance Judge. If the parties are unable to mutually agree to a Performance Judge, the selection of the Performance Judge shall be made as follows:
 - a.** The parties shall delete names from the established Performance Judge list by striking names on an alternating basis until one name remains.
 - b.** The parties shall, by a flip of a coin, determine who shall have the first choice in deleting a name from the list of Performance Judges.
 - c.** The individual whose name remains on the list after the strike out process shall be designated as the Performance Judge.
- 5.** The decision of the Performance Judge shall be within the scope and authority as described below:
 - a.** The Performance Judge shall not have the right or power to add, subtract, disregard, alter, or modify any of the terms of this Agreement.
 - b.** The Performance Judge shall judge the Employer's adverse action based on the following criteria:
 - i.** The evaluation process and its consequences were discussed with the tenured teacher;
 - ii.** The tenured teacher was made aware of his or her duties of a teacher as outlined in the evaluation manual;

- iii.** The evaluation procedures were observed, including providing the tenured teacher the opportunity to meet, discuss, and rebut the performance evaluation and apprising the tenured teacher of the consequences of failing to meet performance requirements;
 - iv.** The evaluation was fair and objective;
 - v.** The tenured teacher was provided feedback during the evaluation period and, as appropriate, the tenured teacher was offered assistance in order to improve and meet performance requirements; and the feasibility of transferring the tenured teacher to another position for which the qualifications of the tenured teacher were considered;
 - vi.** The evaluation was done without discrimination; and
 - vii.** Prior to the termination of a tenured teacher who was assigned to a teaching position outside of his/her qualifications, the feasibility of transferring the tenured teacher to an assignment for which she is qualified was considered.
- 6.** If it is alleged that the unsatisfactory rating that resulted in termination was not due to a failure in meeting performance requirements but for disciplinary reasons without just and proper cause, the Performance Judge shall proceed in making such a determination on the merits of the Employer's actions under 5.b above. If the Performance Judge determines that the unsatisfactory rating may be based on reasons other than a failure to meet performance requirements, the Performance Judge shall then proceed with the arbitration in determining whether the unsatisfactory rating was with or without just and proper cause and render a final and binding decision.
- 7.** The Performance Judge shall render a decision within thirty (30) days after the conclusion of the hearings, or if oral hearings are waived, then thirty (30) days from the date written arguments submitted by both parties were received by the Performance Judge. The decision of the Performance Judge shall be final and binding, and there shall be no appeal of the Performance Judge decision by either party.

ARTICLE IX - PERSONNEL INFORMATION

- A.** No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had the opportunity to review such material and the opportunity to affix his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Teachers shall also have the right to submit a written answer to such material, and their answer shall be reviewed by the Superintendent or designee and attached to the file copy. Derogatory materials which teachers have not been given an opportunity to review shall not be used in any proceedings against them.
- 1.** All derogatory materials in a teacher's personnel file shall be destroyed after two (2) years, unless the Employer makes a determination of the current validity of such materials. If the Employer determines that the material is currently valid, it may remain in the file for another year and again reviewed. Any derogatory material more than five (5) years old shall be destroyed.
 - 2.** However, if a teacher is found guilty of a crime in a court of competent jurisdiction or if an arbitrator upholds discipline of any teacher in a case involving sexual harassment, sexual assault, sexual misconduct or other criminal activities, the substantiated derogatory materials may remain in the teacher's personnel file until the Employer deems it unnecessary or unless a court or an arbitrator rules it removed.
 - 3.** If a teacher admits guilt or chooses not to contest the charges identified in this section, the same derogatory material retention rules outlined in the previous paragraph shall apply.
 - 4.** Teachers may review their personnel files and submit a written request to remove any derogatory material more than five (5) years old. The Employer shall make a determination and notify the teacher in writing of the decision.
- B.** Any other provisions to the Agreement notwithstanding, the Employer retains the right to maintain, add or augment any material, derogatory or not, that may pertain to the employment history or continuing professional suitability of any employee who leaves service.

ARTICLE X - TEACHER PROTECTION

- A.** The Employer shall provide legal counsel for teachers who are sued for actions taken by them in the course of their employment and within the scope of their duties and responsibilities.

The teacher against whom such civil action or proceeding is brought shall deliver within five (5) calendar days after date of service or knowledge of service as determined by the Attorney General, all processes or complaints served upon him or an attested true copy thereof to the immediate supervisor who shall promptly furnish copies of pleadings and process therein to the Attorney General.

When the Employer has determined that a teacher is being sued for actions taken by the teacher in the course of employment and within the scope of duties and responsibilities as noted in Section A, paragraph 1 above, the Attorney General or designee will meet and explain legal procedures to the teacher.

- B.** Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which imminently endanger their health or safety.

When any teacher believes that an unsafe or hazardous condition exists, the teacher shall immediately inform the principal or other immediate supervisor who shall take appropriate action. Within a reasonable length of time, the principal or designee will inform the teacher of the action which has been taken.

When any teacher believes that the personal safety of his students or his person is jeopardized or endangered, the teacher shall inform the principal who shall take appropriate action. Within a reasonable length of time, the principal or designee will inform the teacher of the action which has been taken.

By the end of the second month of the school year, the school administrator and faculty of each school shall meet to discuss the development of an emergency plan for aiding teachers who have potentially harmful situations occurring in their classrooms/work areas. The principal shall give due consideration to faculty suggestions in developing the emergency plan.

When a teacher in the performance of his duties is a victim of assault, as defined by law, the teacher shall inform the principal or designee as soon as possible. At the earliest possible time, the principal or designee shall notify the teacher of the action taken and shall follow-up in writing, if the teacher requests.

- C.** Teachers shall immediately report cases of theft/damage of their property, physical assault and battery suffered by them in connection with their employment, to their principal or other immediate supervisor, who shall, if deemed appropriate or if so requested by the teachers, promptly notify the police of the incident and file a report on the appropriate DOE form. The report(s) shall be made available to the Association upon request.

Priority consideration shall be given in the repair and replacement of equipment and supplies which are damaged or vandalized.

Teachers who work after hours shall have access to a telephone for emergency use provided that such access shall preserve the security of school property and shall not require expenditure of additional funds.

The Employer shall either reimburse a teacher for the reasonable value, or pay for the actual cost of repair of personal clothing (excluding accessories and footwear), prescription glasses (maximum reimbursement: \$80 total or \$40 for lens, \$40 for frame) and watches (maximum reimbursement: \$75) which are maliciously damaged or destroyed by another person while the teacher is acting without negligence and within the scope of his duties and responsibilities and in the course of his employment. The cost of an eye examination shall be reimbursed to a teacher whenever there is no available optical dispenser to accept existing prescriptions without a new examination (maximum reimbursement: \$50). The Employer shall review the existing procedures in consultation with the Association.

- D.** Any serious complaint or any repeated minor complaint, including anonymous complaints concerning a teacher, shall be reported immediately to the teacher by the supervisor receiving the complaint. The use of complaints and the filing of said complaints shall be covered by Article IX - Personnel Information.

Any teacher against whom a serious complaint has been filed will have the opportunity to meet with the complainant(s). At the teacher's request, the supervisor shall be present at such a meeting. The supervisor shall call the complainant(s) for a meeting at a mutually acceptable time by the teacher, the complainant(s) and the supervisor.

- E.** If a teacher's presence is required at a conference where a private attorney is in attendance, the teacher may request legal representation from the Attorney General's Office.

No recording device shall be used nor a transcription taken without the knowledge of the teacher at conferences.

Teachers may request the use of administrative facilities for the purposes of holding conferences involving outside personnel.

- F.** Except as provided for in Article IV, Section B - Association Representatives, requests by non-school personnel or students not enrolled in that school to visit a teacher's classroom/work area shall be granted by the principal or other immediate supervisor only in an emergency or when no other arrangement can be made as determined by the principal or other immediate supervisor. Reasonable effort will

be made to notify the teacher of visitors prior to sending them to the classroom/work area.

Reasonable effort will be made to confine the visits of police officers or officers of the court to the administrative building. They shall be sent directly to a teacher's classroom/work area only in the case of an emergency or when the circumstances are beyond the control of the principal or other immediate supervisor. In the case of an emergency, and when no other arrangements can be made, faculty members may be assigned to supervise students while teachers confer with police officers and/or officers of the court.

The Employer shall take appropriate steps to remove any known unauthorized person from school campuses.

- G.** When students are sent home from school or are not required to attend due to emergencies which endanger health or safety, teachers will not be required to remain at, nor report to, said schools.
- H.** The principal and other administrators shall comply with any reasonable request from the teacher for information in their possession relating to the assault upon the teacher requesting the information.
- I.** The Employer shall pay reasonable costs for medical, surgical or hospital services, but only to the extent not covered by HMA, HMSA, Kaiser, or Worker's Compensation benefits, in the event a teacher is assaulted while performing duties within the scope of his authority and while following rules and regulations established by the Employer. No medical, surgical or hospital payment will be provided for actions involving Association activity, misconduct and unauthorized activity, or if the assault was provoked by the injured teacher.

The Employer shall pay reasonable costs for Hepatitis B inoculations to the extent not covered by a teacher's medical insurance or Worker's Compensation benefits, when the Department of Health (DOH) recommends the inoculation. Further, when the DOH confirms a teacher's treating physician's prescription that such an inoculation is warranted due to the teacher's exposure to a carrier of Hepatitis B while he is performing duties within the scope of his responsibilities in a special education setting and while following the rules and regulations established by the Employer, the Employer shall pay reasonable costs for Hepatitis B inoculations to the extent not covered by a teacher's medical insurance or Worker's Compensation benefits.

- J.** If a parent-teacher conference extends beyond working hours, reasonable precaution will be taken to insure that a school building is not secured without the teacher's knowledge.

- K.** When a teacher's vehicle has been damaged or destroyed while parked on the Employer's property, the principal or supervisor shall provide the appropriate information as contained in Section 37-77, HRS, Claims for Legislative Relief, and expedite the required investigation. The teacher's request for legislative relief shall be for reimbursement less any insurance entitlement.

ARTICLE XI - STUDENT DISCIPLINE

- A.** The Employer recognizes his responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the schools.

A definition of the teachers' duties and responsibilities and administrative follow-up pertaining to student behavior shall be reduced to writing by the State Superintendent and presented to each teacher at the start of each school year.

In order to facilitate their support, the principal shall meet with his faculty at the beginning of the school year, but not later than the first school day of the second month of the school year, for the purposes of presenting and discussing with the faculty the guidelines for student behavior and administrative follow-up to be implemented in the schools. The principal shall give due consideration to faculty suggestions in developing the school level guidelines which shall include, but not be limited to, such items as: 1) acceptable standards of behavior; 2) criteria and procedures for referral and follow-up; and 3) general consequences of misconduct.

A copy of the guidelines will be given to each teacher, student and parent(s).

- B.** When, in the judgment of a teacher, a student requires the attention of the principal, a counselor, a psychologist or other specialist, he shall inform the principal or immediate supervisor. The principal or immediate supervisor shall meet as soon as possible with the teacher and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. However, teachers should not be expected to assume on-going responsibility for students who require the attention of such specialist, and the principal will take reasonable steps to relieve teachers of responsibilities with respect to such students.
- C.** After exhausting all means and procedures available, a teacher may refer a pupil from a class to the principal when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligation will allow, the full particulars of the incident. Such report will be reduced to written form and submitted to the principal as promptly as possible. The school principal shall take the steps necessary to solve the problem. Should his decision include the re-

admittance of the student to the class, the teacher shall be notified in writing of the conditions under which the re-admittance is granted. Prior to the student being returned to class, the teacher will be notified of the principal's decision.

If there are additional violations of the conditions of readmission, a teacher may suspend the student from that classroom. The justification for the suspension shall be submitted to the principal in writing as promptly as possible.

If such a student is subsequently reassigned to another classroom by the principal, the receiving teacher shall be notified of the suspension and may request information regarding the reason(s) for the suspension.

- D.** Reasonable physical force may be used by a teacher to protect himself/herself or another teacher and/or student from possible injury, or in an extraordinary case of breach of discipline, to restrain a disruptive student, provided the force is reasonable under the circumstances and provided the teacher has followed all instructions and rules established by the Employer and covered by the definition of teachers' duties and responsibilities pertaining to student behavior.

ARTICLE XII - LEAVES

Leave policies provided for in the Standard Practices 5400 series and applicable State statutes which were in effect on the execution date of this Agreement shall remain in full force and effect for the duration of this Agreement except as hereinafter provided:

A. LEAVE WITHOUT PAY FOR CHILD CARE

Leave without pay for child care may be granted to teachers as provided for in Standard Practices Regulation #5401.

B. POLITICAL CAMPAIGNING LEAVE WITHOUT PAY

Political Campaigning Leave may be granted for up to an entire school year to teachers for the purpose of campaigning as a candidate for any political office. This leave may not be extended.

C. ASSOCIATION REPRESENTATIVES LEAVE WITHOUT PAY

Teachers who are officers of the Association or are appointed to its staff or elected officers of the National Education Association may be granted a leave of absence for the entire school year and such leave may be extended for one (1) additional school year. This leave guarantees the teacher's return to the former school at the beginning of the school year following the leave. If the leave is extended beyond one (1) year, guarantee shall be to the district only.

D. PERSONAL/PROFESSIONAL DEVELOPMENT LEAVE WITH PAY

The Employer shall grant up to six (6) Personal/Professional Development Leave days with full pay per school year which may be used for personal business which can be transacted only during the school hours. Such Personal/Professional Development Leave shall be charged against the teacher's sick leave. A teacher desiring to use Personal Leave shall give at least forty-eight (48) hours advance notice except in emergencies.

A teacher desiring to use Professional Development Leave must submit a leave form at least one week in advance. Attachments describing the professional development activity shall be included with the leave form.

Personal/Professional Development Leaves shall not be cumulative.

Four (4) Personal Leave days may be taken in half-day increments. A request for a half-day Personal Leave day shall be granted provided the services of a substitute teacher, if needed, are secured by the teacher. Professional Development leave cannot be taken in half-day increments.

The parties agree that Personal Leave is not intended to be used to extend vacations, intersessions and holidays or to avoid attending waiver, planning and collaboration days.

E. LEAVE FOR JURY OR WITNESS DUTY

1. A teacher, if summoned to serve as a witness or juror in any judicial proceedings except those which may involve or arise out of the teacher's outside employment or personal business shall be entitled to leave of absence with pay.
2. A teacher who serves as a witness or juror and who receives a fee or mileage allowance shall not suffer the loss of such monies or have it offset against the teacher's salary account.
3. A teacher who has secured a substitute for scheduled witness or jury duty shall not be required to report to school when the teacher is notified that the duty has been postponed or canceled. This notification by the Court must occur on the day the teacher is scheduled to report for duty.
4. A teacher called to serve as a witness in a case which may involve or arise out of the teacher's outside employment or personal business shall not be entitled to leave of absence with pay as provided in paragraph 1 above, provided that the teacher shall be entitled to take leave of absence without pay or personal leave (if available).

F. EXTENSION OF LEAVES

All leaves without pay may be extended for one (1) semester or one (1) year. Teachers who extend their leaves shall not be guaranteed to their former schools and shall be assigned to appropriate positions within their own district if such positions are available.

If positions are not available in their own district, they may be assigned to appropriate positions in another district(s).

Requests to extend leaves shall be received by the DOE at least thirty (30) days prior to the end of the semester or at the appropriate time for submitting the Form 400a.

Although the leaves mentioned above may be extended, none of the leaves may be followed by another leave.

If the requirements for a leave without pay for professional improvement are not met, the leave will be handled as other leaves without pay.

G. CONFERENCE LEAVE WITH PAY

Teachers who wish to attend DOE or State of Hawaii sanctioned or sponsored educational conferences, seminars or meetings may receive leaves with pay not to exceed three (3) school days. Teachers shall apply for this through the normal leave procedure and/or out-of-state travel procedure.

H. SABBATICAL LEAVE

The Employer shall grant sabbatical leaves as provided for in the Standard Practices 5400 series for no less than fifty (50) teachers. A sabbatical leave shall be granted at full pay for one (1) semester or half pay for a full year.

A sabbatical leave may be followed by another leave carrying with it the appropriate guarantee. A sabbatical leave cannot be extended. If the requirements for a sabbatical leave are not met, the leave will be handled as other leaves without pay.

The Employer shall meet and confer with the Association to discuss the sabbatical leave selection criteria. The sabbatical leave selection criteria shall be posted in every school or administrative unit.

A teacher not granted sabbatical leave shall be given, if he requests, a written explanation.

A teacher on sabbatical leave shall receive the pay to which he is entitled during the summer break or intersessions.

Items not specifically covered in these provisions or other portions of the Agreement but covered in the Standard Practices and/or letters of understanding between the parties shall remain in full force and effect.

ARTICLE XIII - ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, to instill appreciation of the value of individual personality and to foster a recognition of individual freedom and social responsibility. It is recognized that these democratic values can best be transmitted in an atmosphere which is conducive to inquiry and learning and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers and they shall be encouraged to study, investigate, present and interpret objectively facts and ideas concerning man, society, and physical and biological work, and other branches of learning subject to established courses of study.

ARTICLE XIV - PAYROLL DEDUCTIONS

- A.** Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Employer an assignment authorization for deduction of membership dues in the Association, including the National Education Association and the Hawaii Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Employer shall deduct one twenty-fourth (1/24) of such dues from each semi-monthly check of teachers.
- B.** The Employer shall promptly remit all sums deducted pursuant to Section A above to the Association accompanied by a list of all teachers for which dues are remitted, and the amounts deducted for each and other information as presently provided. The Association agrees to promptly advise the Employer of all members of the Association in good standing from time to time and to furnish other information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.
- C.** Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to deductions covered thereby. The Employer shall not be bound in any manner to see the application of the proceeds

of any check, to investigate the authority of any Association officer to certify the amount of dues to be deducted, or to accept or collect any check.

- D.** The Association hereby undertakes to indemnify and hold the Employer harmless from all claims against it for or on account of any deductions made from the wages of a teacher pursuant to Article XIV, Sections A and B - Payroll Deductions, of this Agreement.

ARTICLE XV - DEPARTMENT AND GRADE LEVEL CHAIRPERSONS

- A.** The teachers in each department or grade level shall recommend in writing the names of candidates for the position of chairperson. If the principal does not select any of the proposed candidates, the principal will, if requested, explain in writing the reason for the selection to the teachers in the department or grade level involved.
- B.** If the teachers are unable to make a recommendation or if the principal chooses to select a teacher other than the one recommended by the teachers in the department or grade level, the principal shall make the assignment on a fair and equitable basis with proper regard for job and skill requirements.

In making such assignment, the principal shall give fair consideration to any objections to the assignment based on the fact that it may impair the health and/or safety of or cause undue personal hardship to the individual. Department or grade level chairpersonship candidates who have objections to accepting such assignments shall have the right to give their written objections to the principal and have it placed on file.

If a vacancy occurs at any time, the teachers in that grade level or department shall meet to make another recommendation.

- C.** A department or grade level chairperson shall coordinate, plan, budget and assist his department or grade level as follows:
 - 1.** Coordination
 - a.** Coordinates the work of all teachers, including substitute teachers within his department or grade level.
 - b.** Acts as liaison between the administration and his department or grade level.
 - c.** Consults with teachers on curriculum implementation and improvement.

- d.** Coordinates the ordering and dissemination of books and periodicals with the librarian.
 - e.** Consults with counselors on student problems involving the department or grade level.
 - f.** Consults with other department heads to improve the total instructional program.
 - g.** Consults with other schools and upper level educational institutions for the purpose of articulation and curriculum improvement.
 - h.** Represents the department at meetings which are scheduled by the school, State or District.
- 2.** Planning
- a.** Recommends innovations in teaching methods, aids or training.
 - b.** Conducts regular departmental meetings to discuss problem policies, procedures, etc.
 - c.** Recommends curriculum and school improvements to administration.
- 3.** Budgeting
- a.** Assumes leadership for the development of department or grade level budget and expenditure plans.
 - b.** Assumes leadership in ordering supplies and equipment for his department or grade level.
 - c.** Assumes leadership of maintaining inventories of supplies and equipment.
- 4.** Others
- a.** Orients new teachers and substitutes as to duties and responsibilities.
 - b.** Assists teachers with instructional problems within his department or grade level.
 - c.** Assists in the subject assignment among teachers in his department or grade level.
 - d.** Performs such other tasks as assigned by the principal that are reasonable and related to his duties as department or grade level chairperson.

D. DEPARTMENT CHAIRPERSON (SECONDARY)

With the concurrence of the majority of the teachers in the department, one (1) daily non-teaching period, in addition to a preparation period, shall be scheduled for the department chairperson. The additional non-teaching period shall be used exclusively for fulfilling the duties and responsibilities of the department chairperson.

E. GRADE LEVEL CHAIRPERSON (ELEMENTARY)

Grade level chairpersons shall not be assigned campus supervision during their regular seven (7) hour work day. Grade level chairpersons will not be required to serve on non-curriculum activities.

F. The department and grade level chairpersons' differential shall be as provided for in Article XX - Salaries.

ARTICLE XVI - WORK YEAR

A. WORK YEAR

The work year for teachers shall be no more than one hundred ninety (190) days. Should the Board of Education choose the two-week fall intersession calendar, the work year for teachers shall begin not earlier than ten (10) working days before the first working day in August. Should the Board of Education choose the one-week fall intersession calendar, the work year for teachers shall begin no earlier than seven (7) working days before the first working day in August.

B. NON-STUDENT DAYS

The following shall be teacher work days without students:

- 1.** The first four (4) days shall be without students and two (2) of these days shall be for teacher-initiated activities.
- 2.** One (1) work day without students shall be scheduled between semesters for grading and other teacher-initiated activities.
- 3.** One (1) day shall be converted to the equivalent of six (6) hours for use in multiples of one-half (1/2) hour increments at the discretion of the Employer to require teachers to participate in in-service training, school program planning and assessment, or principal-teacher evaluation conferences beyond the regular work day of teachers.

The six (6) hours to be used at the Employer's discretion shall be scheduled in multiple increments of one-half (1/2) hour not to exceed one and one-half (1-1/2) hours which shall be scheduled in advance and shall be contiguous to the teacher's work day. If the Employer determines that the six (6) hours or any

portion thereof is to be used for in-service training, teachers shall be afforded the opportunity to make input with regard to the training activities. In no event will the work day extend beyond 4:30 p.m.

4. One (1) day shall be without students at the end of the school year.
5. Teachers shall have one (1) day set aside for Teacher Institute Day.
6. Two days for the purposes of school planning and collaboration.

The Association and the Board of Education believe that standards must be at the center of school improvement efforts and the expectation is that all students will achieve these standards. In recognition of the necessity for teachers to collaborate with colleagues in order to plan and prepare for the many activities related to standards-based education, including issues related to compliance with state and/or federal mandates, the parties agree that two (2) days in the instructional year shall be converted to non-student days for the purposes of school planning and collaboration.

How the two (2) days will be used and when they will be scheduled shall be determined through an open, democratic and collaborative process between the school's leadership group and the administrator(s). Members of the leadership group as representatives of the faculty shall be responsible for bringing information back to their constituencies for information, consultation and guidance. The collaborative process does not require the consensus of the school's leadership group. If the teachers and the administrators are unable to mutually agree on the use and scheduling of the "school planning/collaboration days," the principal shall decide.

The days shall not be used for personally-initiated activities.

C. HOLIDAYS/VACATION/INTERSESSIONS FOR 10-MONTH EMPLOYEES

The Employer shall not schedule nor require work to be performed on any of the following holidays, if the holiday falls within the teacher's work year:

- | | |
|---|--|
| 1. Independence Day (if during work year) | 8. New Year's Day |
| 2. Statehood (Admission) Day | 9. Dr. Martin Luther King Jr. Day |
| 3. Labor Day | 10. Presidents' Day |
| 4. Veterans' Day | 11. Kuhio Day |
| 5. General Election Day | 12. Good Friday |
| 6. Thanksgiving | 13. Memorial Day |
| 7. Christmas Day | 14. Kamehameha Day (if during work year) |

Vacations for teachers shall be the day after Thanksgiving, two (2) weeks Winter Recess and one (1) week Spring Recess.

Whenever two (2) holidays are to be observed on the same day:

1. the first holiday shall be observed in the normal manner; and
2. the second holiday shall be on the next workday of the official calendar.

Teachers shall not be required to report to work during their vacations or during the Fall, Winter, Spring or Summer intersessions.

(For 12-month employee holidays and vacation leave, see Article XVII - 12 Month Teacher Compensation, Sick/Vacation Accumulation, Holidays)

D. RECALL PAY

Teachers may voluntarily report to duty without compensation; or teachers who are officially recalled to duty by the Employer according to established procedures and who agree to perform work shall be compensated at the rate of one over one hundred and ninety (1/190) times (x) his annual salary for each day worked. Provided, however, that librarians and registrars shall be provided extra compensation for such work when it exceeds the work obligation for which they receive a pay differential.

ARTICLE XVII – 12-MONTH TEACHER COMPENSATION AND SICK/VACATION ACCUMULATION

A. Compensation and Pay Administration

1. 12-month Teachers shall be compensated from the applicable Bargaining Unit 05 12-month salary schedule for working a 12-month work year. Salary payments shall be earned and paid on a 12-month basis and shall not be prorated.
2. The "annual salary rate" shall be the appropriate annual rate from the applicable 12-month salary schedule.
3. The "monthly salary rate" shall be the annual salary rate divided by twelve (12) months.
4. The "daily salary rate per paid day" shall be the monthly salary rate divided by the number of weekdays in the month.

5. A "holiday" is a paid non-working day officially recognized as such and consisting of the following days:

1. Independence Day	8. New Year's Day
2. Statehood (Admission) Day	9. Dr. Martin Luther King Jr. Day
3. Labor Day	10. Presidents' Day
4. Veterans' Day	11. Kuhio Day
5. General Election Day	12. Good Friday
6. Thanksgiving	13. Memorial Day
7. Christmas Day	14. Kamehameha Day

6. A "scheduled paid break day" is a non-holiday within the common two-week winter break and the day after Thanksgiving.

7. A "paid day" shall be defined as a weekday (Monday through Friday). Paid days consist of working days, holidays and scheduled paid break days.

8. Pay is earned for working days if the employee is on duty or is on authorized leave with pay.

9. Pay is earned for holidays and scheduled paid break days if the employee is on paid status for one (1) of the five (5) working days immediately preceding the holiday or scheduled paid break day.

10. "Paid status" means entitled to receive pay for a paid day.

11. 12-month Teachers who are entitled to receive salary differentials for their positions (Band Teacher, Grade/Department Chair, etc.) may continue to receive the differentials provided that the parties shall meet to re-establish justifications for the differentials.

12. "Recall Pay" is paid when a 12-month Teacher is officially recalled to duty on a holiday or scheduled paid break day. The recall rate of pay shall be the same as the Master Agreement.

B. Sick Leave and Vacation Accrual

1. 12-month Teachers shall earn sick leave at the rate of twenty-one (21) days per school year.

2. 12-month Teachers shall earn paid vacation days at the rate of fourteen (14) days per school year. Vacation days may be accumulated up to a maximum of ninety (90) days. Accumulated vacation may be cashed out at the time of transfer back to a 10-month position or upon termination of employment in the same manner available to other 12-month employees.

3. The sick leave and vacation days shall be credited at the beginning of the school

year upon reporting to duty on the assumption that the teacher will be on duty for the entire school year. The number of days shall be prorated and adjusted should the teacher not work the full school year. The Employer shall develop appropriate administrative guidelines.

4. The use of accumulated vacation days shall be requested by the teacher and approved by the Employer.

ARTICLE XVIII- MULTI-TRACK YEAR-ROUND SCHOOLS.

A. Shared Philosophy and Commitment

The parties recognize that expanding student enrollment and the need to fully utilize facilities during the periods of limited funding require the establishment of Multi-Track Year Round Schools (MTYRSs). Furthermore, the parties agree that planning for the MTYRSs necessitates collaboration.

B. Definitions used in this section are for clarity and are not to be used for contract interpretation.

1. "Chapter 89" means the collective bargaining law for public employees enacted in 1970 which sets forth the conditions under which labor relations between public employees and public employers are to be conducted in the State.
2. "Charette Process" means a decision-making process similar to SCBM with representative segments participating to advise and prepare a new school for construction and opening.
3. "Down Time" means the period of time when the entire school is closed.
4. "Exchange Days/Time" means to allow teachers assigned to one track to trade days or time with a teacher on another track for conferences, conventions, religious holidays, educational opportunities and other activities.
5. "Intersession" means the additional instruction time during vacation periods for the purpose of enrichment or remediation.
6. "Master Agreement" means the statewide collective bargaining agreement between the Hawaii State Teachers Association and the State of Hawaii, Board of Education.
7. "Multi-Track Year-Round School (MTYRS)" means a school operating year round under two or more instructional tracks because its student enrollment exceeds or is soon expected to exceed design capacity by 20% or more.
8. "Off-Track" means the vacation time for students and teachers in a MTYRS.

9. "Overlap Days" means the days of instruction when all tracks are in session.
10. "Rotation" means the room sharing system whereby three (3) or more teachers share two (2) or more rooms: The teacher coming back from vacation moves into the room of the teacher going on vacation.
11. "School Administrator" means the Employer's representative of the school (e.g., principal, vice principal or other designated educational officer).
12. "School Community Council (SCC) Process" means a collaborative, shared decision-making process governed by the current (SCC) guidelines and Master Agreement.
13. "School Specific Agreement" means the agreement negotiated at the school that modifies specific provisions of the Master Agreement between the Board of Education and the Association.
14. "Shared Room Assignment (SRA)" means the room sharing system where designated teachers and their students move to a new classroom each time the track changes. All other teachers and students remain in one room for the entire year.
15. "SRA Teacher" means the teacher who has no permanent classroom who moves from one classroom to another after each term.
16. "Teacher" means a member of Bargaining Unit 5.
17. "Track" means a specific period of instruction and vacation time for both students and teachers.
18. "Track Bidding" means to allow a teacher to select the instruction and vacation periods he wants.

C. Parameters

1. Calendar and Work Year
 - a. The school year for teachers shall be consistent with Article XVI - Work Year.
 - b. The school year for MTYRSs shall be from July 1 through June 30 of any year for the purposes of aligning decisions with the fiscal year.
 - c. The work year configuration shall be determined by a collaborative process established at each school.
 - i. For new schools without existing School Community Councils (SCCs), a Charette process will be established to include teachers. Teachers will

participate in all decisions related to the establishment of the school including calendar year and calendar configuration.

- ii.** For existing schools, teachers will decide by a two-thirds (2/3) vote on a specific work year configuration from the options provided by the Department of Education (DOE).
- iii.** The Association Policy Committee (APC) shall support teacher participation in the implementation of the MTYRSs.
- iv.** Teachers working a modified school year (e.g., 12-month Teachers) will be notified of the nature and terms of the modification in writing.
- v.** Teachers shall report for work four (4) days prior to the beginning of their first assignment for the year, but no earlier than July 1. The four (4) days will immediately precede the beginning of their track assignment. These four (4) days shall be without students and two (2) of these days shall be for teacher-initiated activities. The determination of the teacher-initiated activities days shall be by mutual agreement with the principal. There shall also be one (1) day without students between semesters for grading and evaluation purposes and/or for preparation for the following quarter or semester. One (1) day shall be without students at the end of the school year or track.

2. Assignments and Transfers

All provisions of Article VII - Assignments and Transfers shall continue except where modified herein.

- a.** Notification of Assignments: Assignments and schedules for the following year shall be made by the last working day of the teacher's work year.
- b.** Master Schedule: The principal shall prepare the Master Schedule in accordance with Article VII, Section B-Master Schedules, while indicating the number of classes on each track by grade/subject level, including specialty, off-ratio and certificated support personnel to ensure a comprehensive listing. 12-month Teacher assignments shall be identified.
- c.** Assignment and Transfer Selection Criteria
 - i.** The principal shall assign teachers in accordance with Article VII, Section C-Assignment/Transfer Selection Criteria. Teachers may use Form DOE 200-010 (formerly Form 101b) as appropriate or other appropriate form to notify the principal of their preference for a track assignment or 12-month assignment. The principles of selections shall conform to the Master Agreement.
 - ii.** Upon request of the teacher, the DOE shall assign the children of that teacher to the same track that the teacher is teaching.
 - iii.** For schools first implementing MTYRS, teachers who wish to transfer to another school shall be given the same priority as staff-reduced

teachers for the first year.

- iv.** 12-month teachers shall be clearly identified in the Transfer Postings. Upon request, the Employer will provide in writing to teachers the terms, conditions and benefits of the 12-month Teacher position in advance of interviews.
- v.** The Employer shall include information in the Form DOE 200-010 information packets for teachers regarding employment terms, conditions and benefits for 12-month Teachers.

3. Shared Classrooms

- a.** In order to create an orderly process of room assignments, a system of either: 1) Shared Room Assignments (SRAs) or 2) Rotation shall be determined by an annual vote of two-thirds (2/3) of the teachers.

General characteristics of the two systems are contrasted as follows:

- i.** Shared Room Assignment System: To the extent feasible, the teacher returning to work from off-track vacation time regains the classroom of his previous assignment. Teachers designated as SRA Teachers have no permanent classrooms and move from classroom to classroom after every school term.
 - ii.** Rotation System: Normally, the teacher returning to work from off-track vacation time is assigned a classroom vacated by a teacher proceeding on off-track vacation time.
- b.** SRA Teachers will be relieved of yard/hall duty and school-related activities.
 - c.** SRA teachers shall be selected in a fair and equitable manner through: 1) volunteers and/or 2) seniority as appropriately applied to a grade level or department. The parties recognize that some teachers may need to be excluded from the list of potential candidates due to the nature of their subject areas and/or services. Newly hired teachers shall not serve in this capacity for two (2) years and/or during their status as probationary teachers.
 - d.** Unless all other accommodations have been explored, no first year teacher will be assigned as an SRA teacher.
 - e.** Kindergarten teachers shall not participate in room reassignments for the purposes of this provision.

4. Materials Storage

- a.** A minimum of one (1) lockable storage cabinet on wheels shall be provided to all teachers working in the MTYRSs.
- b.** Teachers shall receive assistance in moving the storage cabinet.
- c.** The storage cabinet shall be in the teacher's assigned room by 8:00 a.m. of the day prior to the first day of each track opening. The storage cabinet shall not be removed before 4:00 p.m. of the last day of the teacher's track.
- d.** Textbooks and instructional materials shall be available on the first day of the new school year. If books and materials are not available, the teacher shall be notified.

ARTICLE XIX - ACADEMIC AND FINANCIAL PLAN / SCHOOL-BASED BUDGETING

- A.** The Board and the Association believe in the participation of teachers in school-level decision-making and creation of the Academic and Financial Plan. The parties, therefore, support the concept of school-based budgeting to further expand collaborative decision-making and empowerment at the school level. School-based budgeting is the process established by law to provide all schools flexibility in the school-level budgeting process. Schools will be able to utilize funds in a manner to best meet their particular needs.
- B.** In support of the implementation of school-based budgeting, the parties agree that training is essential and shall be provided for the understanding and proper management of the budgetary process.
- C.** The school-level budgeting process shall be open, democratic and collaborative. Each school shall have a school-based budgeting process established by the principal and teachers and understood by all. Teachers shall share in decisions regarding school based budgeting.
- D.** Definitions:
 - 1.** Open: The budgeting process timeline shall be shared no later than September 15 of the school year. The budgeting process includes information regarding the following:
 - a.** How much money a school receives
 - b.** How the school plans to spend the money (Including but not limited to the breakdown for the cost of teaching positions, support positions,

classroom supplies, programs, etc.)

- c. How the money was spent (Including but not limited to the breakdown for the cost of teaching positions, support positions, classroom supplies, programs, etc.)

Individual teachers may have access to the budget information but must use the school's established budgeting process.

- 2. Democratic: All faculty members have an opportunity to participate in the established budgeting process.
 - 3. Collaborative: The administrator and faculty members involved in the budgetary process shall work together in a spirit of cooperation regarding budgetary decision-making.
- E. Should no agreement be reached, the principal shall make the final decision.
 - F. The Association Policy Committee (APC) shall support teacher participation in the school based budgeting process.

ARTICLE XX – SALARIES

- A. The Bargaining Unit 5 salary schedule in effect at the end of the work day on June 30, 2017 shall be designated as Exhibit A for 10-month teachers and Exhibit AA for 12-month teachers. Exhibit AA reflects an increase of twenty percent (20%) over the 10-month Exhibit A.
- B. Subject to the approval of the respective legislative bodies and effective July 1, 2017 the salary schedules shall be amended to reflect additional compensation for working an additional 21 hours contiguous to the teacher's work day in the school year 2017-2018 and earned at the daily rate of pay. The amended salary schedules shall be designated as Exhibit B and BB:
 - 1. 10-month teachers shall be placed on the corresponding step and class of Exhibit B.
 - 2. 12-month teachers shall be placed on the corresponding step and class of Exhibit BB.
- C. Effective the first working day of the second quarter of the 2017-2018 school year, teachers compensated on Steps 5-14A of the salary schedules designated as Exhibits B and BB shall move to the next higher Step within their respective classification. However, new employees who entered service during the 2017-2018 school year will remain in place for this school year.

Teachers on Step 14B shall receive a \$1,500 one-time payment. The one-time payment will be paid no later than October 20, 2017.

Additionally, Instructors who are those employees who do not hold a degree in a State Approved Teacher Education Program (SATEP) in Instructor Steps 1 and 2 of the salary schedules designated as Exhibits B and BB shall also move to the next higher Step within their respective classification. However, new employees who entered service during the 2017-2018 school year and Instructors in Step 3 will remain in place for this school year.

- D.** Effective the first working day of the second quarter of the 2018-2019 school year, the salary schedules identified as Exhibit B and BB shall be amended to reflect an across-the-board increase of three and five-tenths percent (3.5%) and to reflect additional compensation for working an additional 21 hours contiguous to the teacher's work day in school year 2018-2019 and earned at the daily rate of pay. These amended schedules shall be designated as Exhibits C for 10-month teachers and CC for 12-month teachers. Notwithstanding paragraph O of this Article, there shall be no step movements or annual increments during the period July 1, 2018 to and including June 30, 2019.
- E.** Effective the first working day of the second quarter of the 2019-2020 school year, teachers compensated on Steps 5-14A of the salary schedules designated as Exhibits C and CC shall move to the next higher Step within their respective classification. However, new employees who entered service during the 2019-2020 school year will remain in place for this school year.

Teachers on Step 14B shall receive a \$1,500 one-time payment. The one-time payment will be paid no later than October 20, 2019.

Additionally, Instructors who are those employees who do not hold a degree in a State Approved Teacher Education Program (SATEP) in Instructor Steps 1 and 2 of the salary schedules designated as Exhibits C and CC shall also move to the next higher Step within their respective classification. However, new employees who entered service during the 2019-2020 school year and Instructors in Step 3 will remain in place for this school year.

- F.** Effective the first working day of the second quarter of the 2020-2021 school year, the salary schedules designated as Exhibits C and CC shall be amended to reflect an across-the board increase of three and five-tenths percent (3.5%). These amended salary schedules shall be designated as Exhibits D and DD. Notwithstanding paragraph O of this Article, there shall be no step movements or annual increments during the period July 1, 2020 to and including June 30, 2021.
- G.** Effective July 1, 2017, only teachers, including probationary teachers, rated at a "effective" or "highly effective" level of performance pursuant to Article VIII, shall be eligible for any pay increases in the year following the evaluation rating.

Any teacher who does not qualify for a pay increase as a result of receiving a marginal rating shall receive the appropriate compensation at the start of the school year after achieving a performance rating of "effective" or "highly effective." The pay increases shall not be retroactive.

Teachers rated "highly effective" on their annual evaluation shall be eligible to receive any future financial recognition of this professional accomplishment, which shall not be added to or increase base compensation, in accordance with the Department-developed process.

If there is a conflict with any other provision of this article, then this provision shall prevail. Teachers continue to have the opportunity to challenge adverse evaluations in accordance with Article VIII, Teacher Performance and Appendix - Expedited Appeals Process.

- H.** New hire teachers entering the salary schedule in 2017-2018 who hold a degree with a SATEP shall be placed in Step 5. Those teachers with prior experience shall be placed in the same step as in-service teachers with equivalent years of service. No more than six (6) years of verified non-DOE teaching experience may be credited as determined by the DOE.
- I.** Teachers on authorized leaves of absence shall be placed on the step they would have been on had they remained in active service during each of the years of the 2017-2021 Agreement.
- J.** Teachers are required to comply with procedural responsibilities for teacher licensing, certification and salary administration as specified in the Standard Practices. Claims for verified salary underpayments filed by a teacher shall be paid up to two (2) years retroactively from the date of filing, provided that the proper documents to verify the salary underpayments were filed by the teacher. This provision does not alter the Employer's statutory right to recover salary overpayments.
- K.** Unless specifically modified in Appendix XIV, Supplementary Pay, all differentials and supplementary pay schedules in effect on the execution date of the Agreement will remain in full force and effect for the duration of the Agreement.
- L.** Professional Development
 - 1.** Department of Education employees on initial appointments shall remain in class for two (2) semesters prior to reclassification.
 - 2.** A combination of Professional Development (PD) credits and/or academic credits approved by the Department may be used to change classification.
 - 3.** Teachers shall earn fifteen (15) PD and/or academic credits to move from one

classification to the next classification. Teachers shall receive no more than one reclassification per semester and may be granted up to two (2) reclassifications per school year. The teacher shall serve one semester time-in-class per reclassification.

- 4.** At least seven (7) of the fifteen (15) PD and/or academic credits applied for reclassification shall be related to the Standards Based Instruction aligned to the school's Strategic Plan.

Note: The following are DOE clarifications:

- a.** These seven (7) credits may be either academic credits or professional development (PD) credits offered by the Professional Development Educate, Empower, and Excel (PDE3).
 - b.** Academic credits earned through universities/colleges shall be applicable for reclassification if they are part of coursework requirements for a program of studies leading to an undergraduate or graduate degree, and the course content is in education (excluding education administration) and/or in the teacher's area of preparation and/or in the subject of teaching assignment.
- M.** The parties recognize that annual incremental step movements are a viable recruiting and retention tool. Teachers who are not at the top of the salary schedule and who have satisfactory evaluations shall move to the next highest step of the corresponding class at the beginning of each school year. Annual incremental step movements are subject to funding.
 - N.** Eligibility for "pay increases" as used in paragraph G. of this Article shall include salary schedule/across the board increases, step movements, annual increments, and reclassification.
 - O.** The salary schedules for Career Technical Education (CTE) Teachers with special permits and Teach for America Instructors shall be amended, if applicable, to reflect all across-the-board (ATB) increases whenever the salary schedules are amended.

ARTICLE XXI – HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

A. "Health Benefit Plan" shall mean the medical PPO, HMO, prescription drug, dental, vision and dual coverage medical plans.

B. Effective July 1, 2017
 Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of any Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2017, not to exceed the monthly contribution amounts as specified below:

1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefits plans:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (medical, drug & chiro)	\$ 335.00
b. Dental	\$ 19.44
c. Vision	\$ 3.90
d. Dual coverage (medical, drug & chiro)	\$ 25.54
e. VEBA* Dental	\$ 21.02
f. VEBA* Supplemental Dental	\$ 11.56
g. VEBA* Medical (PPO or HMO) (medical, drug & chiro)	\$ 296.48
* Plans for active employees formerly under the HSTA VEBA	

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

2. For each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (medical, drug & chiro)	\$ 812.48
b. Dental	\$ 38.88
c. Vision	\$ 7.20
d. Dual coverage (medical, drug & chiro)	\$ 63.42
e. VEBA* Dental	\$ 42.04
f. VEBA* Supplemental Dental	\$ 23.14
g. VEBA* Medical (PPO or HMO) (medical, drug & chiro)	\$ 719.44
* Plans for active employees formerly under the HSTA VEBA	

The Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

3. For each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (medical, drug & chiro)	\$ 1,033.06
b. Dental	\$ 63.96
c. Vision	\$ 9.42
d. Dual coverage (medical, drug & chiro)	\$ 70.50
e. VEBA* Dental	\$ 69.18
f. VEBA* Supplemental Dental	\$ 34.70
g. VEBA* Medical (PPO or HMO) (medical, drug & chiro)	\$ 916.92

* Plans for active employees formerly under the HSTA VEBA

The Employer shall pay the same monthly contribution for each member enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.12 per month which reflects one hundred percent (100%) of the monthly premium and any administrative fees.

C. Effective July 1, 2018

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, effective July 1, 2018 for plan year 2018-2019, with the exception of items C.1a, g; C.2a, g; C.3a, g; and C.4, which shall be the dollar amounts noted, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus sixty percent (60%) of any administrative fees.

1. The amounts paid by the Employer shall be based on the plan year 2018-2019 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefits plans:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (medical, drug, & chiro)	\$368.50
b. Dental	
c. Vision	
d. Dual coverage (medical, drug & chiro)	
e. VEBA* Dental	
f. VEBA* Supplemental Dental	
g. VEBA* Medical (PPO or HMO) (medical, drug & chiro)	\$326.12
* Plans for active employees formerly under the HSTA VEBA	

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

2. The amounts paid by the Employer shall be based on the plan year 2018-2019 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (medical, drug, & chiro)	\$893.72
b. Dental	
c. Vision	
d. Dual coverage (medical, drug & chiro)	
e. VEBA* Dental	
f. VEBA* Supplemental Dental	
g. VEBA* Medical (PPO or HMO) (medical, drug & chiro)	\$791.38
* Plans for active employees formerly under the HSTA VEBA	

The Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

3. The amounts paid by the Employer shall be based on the plan year 2018-2019 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (medical, drug, & chiro)	\$1,136.36
b. Dental	
c. Vision	
d. Dual coverage (medical, drug & chiro)	
e. VEBA* Dental	
f. VEBA* Supplemental Dental	
g. VEBA* Medical (PPO or HMO) (medical, drug & chiro)	\$1,008.60
* Plans for active employees formerly under the HSTA VEBA	

The Employer shall pay the same monthly contribution for each member enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.12 per month which reflects one hundred percent (100%) of the monthly premium and any administrative fees.
- D.** No later than three (3) weeks after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Year 2018-2019, the Office of Collective Bargaining shall distribute the final calculation of the Employers' monthly contribution amounts for each health benefit plan.
- E.** Payment for Plans Eliminated or Abolished. The Employer shall make no payments for any and all premiums for any portion or part of a Trust Fund health benefit plan that the Trust Fund Board eliminates or abolishes.
- F.** Rounding Employer's Monthly Contribution. Whenever the Employer's monthly contribution (premium plus administrative fee) to the Trust Fund is less than one hundred percent (100%) of the monthly premium amount, such monthly contribution shall be rounded to the nearest cent as provided below:
1. When rounding to the nearest cent results in an even amount, such even amount shall be the Employer's monthly contribution. For example:
 - (a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)
 - (b) \$11.382 = \$11.38 = \$11.38 (Employer's monthly contribution)
 2. When rounding to the nearest cent results in an odd amount, round to the lower even cent, and such even amount shall be the Employer's monthly contribution. For example:

- (a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)
- (b) \$11.386 = \$11.39 = \$11.38 (Employer's monthly contribution)

All employer contributions effective July 1, 2017 and contributions for items C.1a, g, C.2a, g, and C.3a. g, effective July 1, 2018 reflect the rounding described in item F. Employer contributions effective July 1, 2018 for items C.1 b, c, d, e, f; C.2 b, c, d, e, f; and C.3 b, c, d, e, f shall be rounded as described in item F. after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Year 2018-2019.

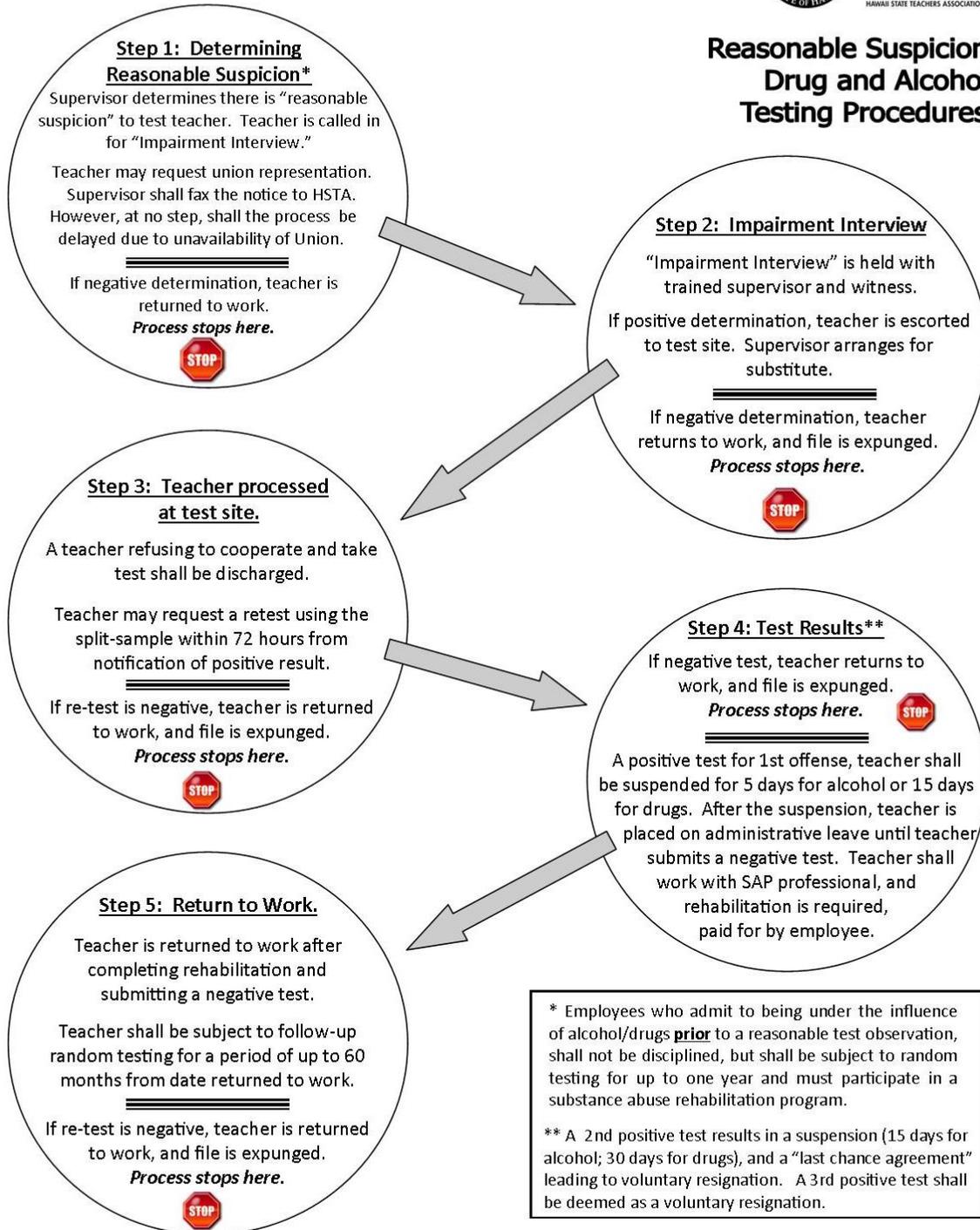
- G.** If an agreement covering periods beyond the term of this Agreement is not executed by June 30, 2019, Employer contributions to the Trust Fund shall be the same monthly contribution amounts paid in plan year 2018-2019 for the Health Benefit Plan approved by the Trust Fund including any monthly administrative fees.

ARTICLE XXII – DRUG AND ALCOHOL TESTING

There shall be drug and alcohol testing based on reasonable suspicion. A summary of the steps to follow in reasonable suspicion test procedures are reflected in the flowchart below. The detailed procedures shall be posted on the Employer and Association web sites. Any changes to the procedures will be mutually agreed to by the parties. By December 31, 2013, the parties will review the drug and alcohol testing program including the procedures to determine if any changes or improvements are appropriate.



Reasonable Suspicion Drug and Alcohol Testing Procedures



6/08/11

ARTICLE XXIII - NO STRIKE

The Association agrees that during the term of this Agreement, neither the Association nor its members will authorize, instigate or engage in a strike, sit down, slowdown or picket against the Employer during the life of this Agreement, except as provided for in Article XXVIII - Duration.

ARTICLE XXIV – MISCELLANEOUS

- A.** If any provisions of this Agreement or any application thereof to any teacher or group of teachers is held contrary to law by a court of competent jurisdiction, such provisions or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than twenty (20) days after any such holding for the purpose of attempting to legalize the provisions affected.
- B.** Any individual contract between the Employer and an individual teacher shall be expressly made subject to and consistent with the terms of this Agreement.
- C.** Except where contrary to law, this Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with this Agreement.

ARTICLE XXV - MAINTENANCE OF BENEFITS

- A.** Except as modified herein, teachers shall retain all rights, benefits and privileges pertaining to their conditions of employment contained in the Standard Practices at the time of the execution of this Agreement.
- B.** Subject to the foregoing paragraph, nothing contained herein shall be interpreted as interfering with the Employer's right to make, amend, revise or delete any portion of the Standard Practices; provided, however, that the Association shall be consulted on any changes to be made.
- C.** Future Memoranda of Understanding between the Board and the Association that are agreed to subsequent to the mutual agreement on the Master Agreement shall be printed and disseminated for insertion in the Standard Practices, Certificated Personnel Policies and Regulations (5000 Series), Negotiation and Bargaining, 5700 Section and shall, if agreed to in subsequent Master Agreement negotiations, be included in the successor Master Agreement.

ARTICLE XXVI - RELEASE TIME

- A.** The parties have agreed that Act 212, SLH, 1971, shall be administered by the parties as including time off with pay for all teachers, including committee members and grievance representatives, with the approval of the Association for the following purposes:
- 1.** Participation in collective bargaining including contract administration activities, grievance handling and processing, arbitration processing and Association training sessions for any of these activities.
 - 2.** Participation in meetings, conferences and training sessions conducted by the Association or the National Education Association.
- B.** The maximum allowable release time with pay shall be limited to five hundred (500) total days for the 2017-2018 SY; and seven hundred (700) total days for the 2018-2019 SY; five hundred (500) total days for the 2019-2020 SY; and seven hundred (700) total days for the 2020-2021 SY. The total maximum cost to the Employer for school year 2017-2018 shall be \$79,745.00, for school year 2018-2019 shall be \$113,149.75, for school year 2019-2020 shall be \$81,180.00 and for school year 2020-2021 shall be \$115,185.00

Additional release time with pay of up to fifty (50) total days per year for teachers who do not require substitutes shall be allowed.

- C.** No additional pay shall be given to individuals for days they would not otherwise be working such as vacations, holidays and weekends.

ARTICLE XXVII - ENTIRETY CLAUSE

This document contains the entire agreement between the parties and no other agreement, representation or understanding will be binding on the parties unless made in writing by mutual consent of both parties.

Editorial revisions in the ratification copy of this Master Agreement between the Board and the Association may be made, provided that no items are substantively altered.

ARTICLE XXVIII – DURATION

This Agreement shall become effective as of July 1, 2017, and shall remain in effect to and including June 30, 2021. During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2019 legislative session, the parties shall meet to bargain in good faith on the additional professional development hours (21 hours) plan in effect as of June 30, 2019 and Hawai'i Employer Union Health Benefits

Trust Fund. These articles shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS. The results of these negotiations shall not cause salaries or other compensation to be reduced.

In the event the parties reach agreement on the additional professional development hours (21 hours) or the Employer's contribution to EUTF, such amended article(s) shall be effective no earlier than July 1, 2019, and shall remain in effect to and including June 30, 2021. The entire Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice during the period June 1, 2020 through June 30, 2020 to the other party of its desire to modify, amend or terminate the Agreement. Negotiations shall commence by July 31, 2020.

Agreement between the Hawaii State Teachers Association (HSTA) and the State of Hawaii and Board of Education July 1, 2017 to and including June 30, 2021.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement this 22nd day of April, 2017.

STATE OF HAWAII

HAWAII STATE TEACHERS ASSOCIATION

By: David Y. Ige
David Y. Ige
Governor

By: Corey Rosenlee
Corey Rosenlee
President

James K. Nishimoto
James K. Nishimoto
Chief Negotiator

Osa Tui Jr.
Osa Tui Jr.
Negotiations Committee Chair

Wesley K. Machida
Wesley K. Machida
Director of Finance

Diane Mokuau
Diane Mokuau
Negotiations Committee Vice-Chair

Lance A. Mizumoto
Lance A. Mizumoto
Chairperson, Board of Education

Shannon Kaaa
Shannon Kaaa
Negotiations Team

Maggie Cox
Maggie Cox
Board of Education

Paul Daugherty
Paul Daugherty
Negotiations Team

Hubert Minn
Hubert Minn
Board of Education

Wilbert Holck
Wilbert Holck
Executive Director

Kathryn S. Matayoshi
Kathryn S. Matayoshi
Superintendent, Dept. of Education

Andrea Eshelman
Andrea Eshelman
Deputy Exec. Director, Chief Negotiator

EXHIBIT A
TEACHER'S ANNUAL RATE SALARY SCHEDULE (10-MONTH)
Effective the End of the Work Day, June 30, 2017

	CLASS II		CLASS III		CLASS IV		CLASS V		CLASS VI		CLASS VII	
14B ⁵	T02-14B	66,655	T03-14B	71,988	T04-14B	74,868	T05-14B	77,862	T06-14B	80,976	T07-14B	85,835
14A ⁵	T02-14A	62,882	T03-14A	67,913	T04-14A	70,630	T05-14A	73,454	T06-14A	76,394	T07-14A	80,976
14 ⁵	T02-14	61,051	T03-14	65,935	T04-14	68,573	T05-14	71,316	T06-14	74,167	T07-14	78,618
13 ⁵	T02-13	59,271	T03-13	64,014	T04-13	66,575	T05-13	69,238	T06-13	72,007	T07-13	76,328
12 ⁵	T02-12	57,546	T03-12	62,150	T04-12	64,637	T05-12	67,223	T06-12	69,910	T07-12	74,105
11 ⁵	T02-11	55,871	T03-11	60,340	T04-11	62,753	T05-11	65,263	T06-11	67,873	T07-11	71,945
10 ⁵	T02-10	54,242	T03-10	58,582	T04-10	60,926	T05-10	63,362	T06-10	65,896	T07-10	69,852
9 ⁵	T02-09	52,663	T03-09	56,877	T04-09	59,152	T05-09	61,518	T06-09	63,978	T07-09	67,817
8 ⁵	T02-08	51,129	T03-08	55,219	T04-08	57,427	T05-08	59,725	T06-08	62,114	T07-08	65,842
7 ⁵	T02-07	49,640	T03-07	53,611	T04-07	55,756	T05-07	57,985	T06-07	60,305	T07-07	63,923
6 ⁵	T02-06	48,194	T03-06	52,049	T04-06	54,132	T05-06	56,297	T06-06	58,548	T07-06	62,062
5 ⁵	T02-05	46,790	T03-05	50,533	T04-05	52,555	T05-05	54,656	T06-05	56,843	T07-05	60,253
3 ⁵	T02-03	37,627	T03-03	40,637	T04-03	42,262						
2 ⁵	T02-02	36,531	T03-02	39,453	T04-02	41,032						
(ENTRY LEVEL) 1 ⁵	T02-01	35,467	T03-01	38,304	T04-01	39,836						

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SAT EP). Steps 5-14B must have completed a SAT EP and be eligible for a license.

EXHIBIT AA
TEACHER'S ANNUAL RATE SALARY SCHEDULE (12-MONTH)
Effective the End of the Work Day, June 30, 2017

	CLASS II		CLASS III		CLASS IV		CLASS V		CLASS VI		CLASS VII	
14B ⁵	T02-14B	79,986	T03-14B	86,384	T04-14B	89,843	T05-14B	93,434	T06-14B	97,172	T07-14B	103,002
14A ⁵	T02-14A	75,458	T03-14A	81,495	T04-14A	84,757	T05-14A	88,146	T06-14A	91,672	T07-14A	97,172
14 ⁵	T02-14	73,260	T03-14	79,122	T04-14	82,288	T05-14	85,580	T06-14	89,002	T07-14	94,343
13 ⁵	T02-13	71,126	T03-13	76,817	T04-13	79,890	T05-13	83,085	T06-13	86,409	T07-13	91,593
12 ⁵	T02-12	69,054	T03-12	74,581	T04-12	77,563	T05-12	80,666	T06-12	83,892	T07-12	88,927
11 ⁵	T02-11	67,044	T03-11	72,408	T04-11	75,305	T05-11	78,315	T06-11	81,449	T07-11	86,336
10 ⁵	T02-10	65,091	T03-10	70,299	T04-10	73,112	T05-10	76,034	T06-10	79,076	T07-10	83,821
9 ⁵	T02-09	63,196	T03-09	68,252	T04-09	70,982	T05-09	73,821	T06-09	76,773	T07-09	81,380
8 ⁵	T02-08	61,356	T03-08	66,263	T04-08	68,914	T05-08	71,669	T06-08	74,537	T07-08	79,011
7 ⁵	T02-07	59,567	T03-07	64,335	T04-07	66,907	T05-07	69,583	T06-07	72,366	T07-07	76,707
6 ⁵	T02-06	57,834	T03-06	62,461	T04-06	64,959	T05-06	67,557	T06-06	70,258	T07-06	74,475
5 ⁵	T02-05	56,148	T03-05	60,640	T04-05	63,066	T05-05	65,588	T06-05	68,212	T07-05	72,304
3 ⁵	T02-03	45,152	T03-03	48,763	T04-03	50,716						
2 ⁵	T02-02	43,837	T03-02	47,343	T04-02	49,238						
(ENTRY LEVEL) 1 ⁵	T02-01	42,561	T03-01	45,965	T04-01	47,804						

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SAT EP). Steps 5-14B must have completed a SAT EP and be eligible for a license.

EXHIBIT B
TEACHER'S ANNUAL RATE SALARY SCHEDULE (10-MONTH)
Effective the First Day of the 2017-2018 School Year

	CLASS II TEACHER	CLASS III TEACHER	CLASS IV TEACHER	CLASS V TEACHER	CLASS VI TEACHER	CLASS VII TEACHER
Initial Classification	BA	BA+30 or MA				Doctorate
Reclassification		Class II + 15 credits	Class III + 15 credits	Class IV + 15 credits	Class V + 15 credits	Class VI + 15 credits
14B ⁵	67,585	72,992	75,913	78,948	82,106	87,033
	T02-14B 66,655	T03-14B 71,988	T04-14B 74,868	T05-14B 77,862	T06-14B 80,976	T07-14B 85,835
14A ⁵	63,759	68,861	71,616	74,479	77,460	82,106
	T02-14A 62,882	T03-14A 67,913	T04-14A 70,630	T05-14A 73,454	T06-14A 76,394	T07-14A 80,976
14 ⁵	61,903	66,855	69,530	72,311	75,202	79,715
	T02-14 61,051	T03-14 65,935	T04-14 68,573	T05-14 71,316	T06-14 74,167	T07-14 78,618
13 ⁵	60,098	64,907	67,504	70,204	73,012	77,393
	T02-13 59,271	T03-13 64,014	T04-13 66,575	T05-13 69,238	T06-13 72,007	T07-13 76,328
12 ⁵	58,349	63,017	65,539	68,161	70,885	75,139
	T02-12 57,546	T03-12 62,150	T04-12 64,637	T05-12 67,223	T06-12 69,910	T07-12 74,105
11 ⁵	56,651	61,182	63,629	66,174	68,820	72,949
	T02-11 55,871	T03-11 60,340	T04-11 62,753	T05-11 65,263	T06-11 67,873	T07-11 71,945
10 ⁵	54,999	59,399	61,776	64,246	66,815	70,827
	T02-10 54,242	T03-10 58,582	T04-10 60,926	T05-10 63,362	T06-10 65,896	T07-10 69,852
9 ⁵	53,398	57,671	59,977	62,376	64,871	68,763
	T02-09 52,663	T03-09 56,877	T04-09 59,152	T05-09 61,518	T06-09 63,978	T07-09 67,817
8 ⁵	51,842	55,989	58,228	60,558	62,981	66,761
	T02-08 51,129	T03-08 55,219	T04-08 57,427	T05-08 59,725	T06-08 62,114	T07-08 65,842
7 ⁵	50,333	54,359	56,534	58,794	61,146	64,815
	T02-07 49,640	T03-07 53,611	T04-07 55,756	T05-07 57,985	T06-07 60,305	T07-07 63,923
6 ⁵	48,866	52,775	54,887	57,083	59,365	62,928
	T02-06 48,194	T03-06 52,049	T04-06 54,132	T05-06 56,297	T06-06 58,548	T07-06 62,062
5 ⁵	47,443	51,238	53,288	55,419	57,636	61,094
	T02-05 46,790	T03-05 50,533	T04-05 52,555	T05-05 54,656	T06-05 56,843	T07-05 60,253
3 ⁵	38,152	41,204	42,852			
	T02-03 37,627	T03-03 40,637	T04-03 42,262			
2 ⁵	37,041	40,004	41,605			
	T02-02 36,531	T03-02 39,453	T04-02 41,032			
(ENTRY LEVEL) 1 ⁵	35,962	38,838	40,392			
	T02-01 35,467	T03-01 38,304	T04-01 39,836			

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SAT EP). Steps 5-14B must have completed a SAT EP and be eligible for a license.

Gray	- Annual salary including the additional 21 hours.
White	- Annual salary without the additional 21 hours.

EXHIBIT BB
TEACHER'S ANNUAL RATE SALARY SCHEDULE (12-MONTH)
Effective the First Day of the 2017-2018 School Year

	CLASS II TEACHER	CLASS III TEACHER	CLASS IV TEACHER	CLASS V TEACHER	CLASS VI TEACHER	CLASS VII TEACHER
Initial Classification	BA	BA+30 or MA				Doctorate
Reclassification	Class II + 15 credits		Class III + 15 credits	Class IV + 15 credits	Class V + 15 credits	Class VI + 15 credits
14B ⁵	80,905	87,377	90,876	94,508	98,289	104,186
	T02-14B 79,986	T03-14B 86,384	T04-14B 89,843	T05-14B 93,434	T06-14B 97,172	T07-14B 103,002
14A ⁵	76,325	82,432	85,731	89,159	92,726	98,289
	T02-14A 75,458	T03-14A 81,495	T04-14A 84,757	T05-14A 88,146	T06-14A 91,672	T07-14A 97,172
14 ⁵	74,102	80,031	83,234	86,564	90,025	95,427
	T02-14 73,260	T03-14 79,122	T04-14 82,288	T05-14 85,580	T06-14 89,002	T07-14 94,343
13 ⁵	71,944	77,700	80,808	84,040	87,402	92,646
	T02-13 71,126	T03-13 76,817	T04-13 79,890	T05-13 83,085	T06-13 86,409	T07-13 91,593
12 ⁵	69,848	75,438	78,455	81,593	84,856	89,949
	T02-12 69,054	T03-12 74,581	T04-12 77,563	T05-12 80,666	T06-12 83,892	T07-12 88,927
11 ⁵	67,815	73,240	76,171	79,215	82,385	87,328
	T02-11 67,044	T03-11 72,408	T04-11 75,305	T05-11 78,315	T06-11 81,449	T07-11 86,336
10 ⁵	65,839	71,107	73,952	76,908	79,985	84,784
	T02-10 65,091	T03-10 70,299	T04-10 73,112	T05-10 76,034	T06-10 79,076	T07-10 83,821
9 ⁵	63,922	69,037	71,798	74,670	77,655	82,315
	T02-09 63,196	T03-09 68,252	T04-09 70,982	T05-09 73,821	T06-09 76,773	T07-09 81,380
8 ⁵	62,061	67,025	69,706	72,493	75,394	79,919
	T02-08 61,356	T03-08 66,263	T04-08 68,914	T05-08 71,669	T06-08 74,537	T07-08 79,011
7 ⁵	60,252	65,074	67,676	70,383	73,198	77,589
	T02-07 59,567	T03-07 64,335	T04-07 66,907	T05-07 69,583	T06-07 72,366	T07-07 76,707
6 ⁵	58,499	63,179	65,706	68,334	71,066	75,331
	T02-06 57,834	T03-06 62,461	T04-06 64,959	T05-06 67,557	T06-06 70,258	T07-06 74,475
5 ⁵	56,793	61,337	63,791	66,342	68,996	73,135
	T02-05 56,148	T03-05 60,640	T04-05 63,066	T05-05 65,588	T06-05 68,212	T07-05 72,304
3 ⁵	45,671	49,323	51,299			
	T02-03 45,152	T03-03 48,763	T04-03 50,716			
2 ⁵	44,341	47,887	49,804			
	T02-02 43,837	T03-02 47,343	T04-02 49,238			
(ENTRY LEVEL) 1 ⁵	43,050	46,493	48,353			
	T02-01 42,561	T03-01 45,965	T04-01 47,804			

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SAT EP). Steps 5-14B must have completed a SAT EP and be eligible for a license.

Gray	- Annual salary including the additional 21 hours.
White	- Annual salary without the additional 21 hours.

EXHIBIT C
TEACHER'S ANNUAL RATE SALARY SCHEDULE (10-MONTH)
Effective the First Working Day of 2nd Quarter of the 2018-2019 School Year

	CLASS II TEACHER	CLASS III TEACHER	CLASS IV TEACHER	CLASS V TEACHER	CLASS VI TEACHER	CLASS VII TEACHER
Initial Classification	BA	BA+30 or MA				Doctorate
Reclassification		Class II + 15 credits	Class III + 15 credits	Class IV + 15 credits	Class V + 15 credits	Class VI + 15 credits
14B ⁵	69,946 T02-14B	75,542 T03-14B	78,565 T04-14B	81,706 T05-14B	84,974 T06-14B	90,073 T07-14B
14A ⁵	65,987 T02-14A	71,266 T03-14A	74,117 T04-14A	77,081 T05-14A	80,166 T06-14A	84,974 T07-14A
14 ⁵	64,065 T02-14	69,191 T03-14	71,959 T04-14	74,837 T05-14	77,829 T06-14	82,500 T07-14
13 ⁵	62,198 T02-13	67,175 T03-13	69,862 T04-13	72,657 T05-13	75,562 T06-13	80,097 T07-13
12 ⁵	60,387 T02-12	65,219 T03-12	67,828 T04-12	70,542 T05-12	73,362 T06-12	77,764 T07-12
11 ⁵	58,630 T02-11	63,319 T03-11	65,851 T04-11	68,485 T05-11	71,224 T06-11	75,497 T07-11
10 ⁵	56,920 T02-10	61,474 T03-10	63,934 T04-10	66,490 T05-10	69,150 T06-10	73,301 T07-10
9 ⁵	55,263 T02-09	59,685 T03-09	62,073 T04-09	64,555 T05-09	67,137 T06-09	71,165 T07-09
8 ⁵	53,653 T02-08	57,945 T03-08	60,262 T04-08	62,674 T05-08	65,181 T06-08	69,093 T07-08
7 ⁵	52,091 T02-07	56,258 T03-07	58,509 T04-07	60,848 T05-07	63,283 T06-07	67,079 T07-07
6 ⁵	50,574 T02-06	54,619 T03-06	56,805 T04-06	59,077 T05-06	61,439 T06-06	65,126 T07-06
5 ⁵	49,100 T02-05	53,028 T03-05	55,150 T04-05	57,355 T05-05	59,650 T06-05	63,228 T07-05
	48,428	52,302	54,394	56,569	58,833	62,362
3 ⁵	39,485 T02-03	42,643 T03-03	44,349 T04-03			
2 ⁵	38,335 T02-02	41,401 T03-02	43,058 T04-02			
(ENTRY LEVEL) 1 ⁵	37,810 T02-01	40,834 T03-01	42,468 T04-01			
	36,708	39,645	41,230			

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SATEP). Steps 5-14B must have completed a SATEP and be eligible for a license.

Gray	- Annual salary including the additional 21 hours.
White	- Annual salary without the additional 21 hours.

EXHIBIT CC
TEACHER'S ANNUAL RATE SALARY SCHEDULE (12-MONTH)
Effective the First Working Day of 2nd Quarter of the 2018-2019 School Year

	CLASS II TEACHER		CLASS III TEACHER		CLASS IV TEACHER		CLASS V TEACHER		CLASS VI TEACHER		CLASS VII TEACHER	
Initial Classification	BA		BA+30 or MA								Doctorate	
Reclassification			Class II + 15 credits		Class III + 15 credits		Class IV + 15 credits		Class V + 15 credits		Class VI + 15 credits	
14B ⁵		83,738		90,435		94,057		97,816		101,729		107,832
	T02-14B	82,786	T03-14B	89,407	T04-14B	92,988	T05-14B	96,704	T06-14B	100,573	T07-14B	106,607
14A ⁵		78,997		85,317		88,731		92,280		95,972		101,729
	T02-14A	78,099	T03-14A	84,347	T04-14A	87,723	T05-14A	91,231	T06-14A	94,881	T07-14A	100,573
14 ⁵		76,696		82,832		86,147		89,593		93,176		98,767
	T02-14	75,824	T03-14	81,891	T04-14	85,168	T05-14	88,575	T06-14	92,117	T07-14	97,645
13 ⁵		74,461		80,420		83,636		86,981		90,461		95,889
	T02-13	73,615	T03-13	79,506	T04-13	82,686	T05-13	85,993	T06-13	89,433	T07-13	94,799
12 ⁵		72,293		78,078		81,201		84,449		87,826		93,097
	T02-12	71,471	T03-12	77,191	T04-12	80,278	T05-12	83,489	T06-12	86,828	T07-12	92,039
11 ⁵		70,189		75,803		78,837		81,988		85,269		90,385
	T02-11	69,391	T03-11	74,942	T04-11	77,941	T05-11	81,056	T06-11	84,300	T07-11	89,358
10 ⁵		68,143		73,595		76,541		79,600		82,785		87,752
	T02-10	67,369	T03-10	72,759	T04-10	75,671	T05-10	78,695	T06-10	81,844	T07-10	86,755
9 ⁵		66,160		71,453		74,310		77,283		80,373		85,196
	T02-09	65,408	T03-09	70,641	T04-09	73,466	T05-09	76,405	T06-09	79,460	T07-09	84,228
8 ⁵		64,233		69,370		72,146		75,030		78,033		82,716
	T02-08	63,503	T03-08	68,582	T04-08	71,326	T05-08	74,177	T06-08	77,146	T07-08	81,776
7 ⁵		62,361		67,352		70,045		72,846		75,760		80,305
	T02-07	61,652	T03-07	66,587	T04-07	69,249	T05-07	72,018	T06-07	74,899	T07-07	79,392
6 ⁵		60,546		65,390		68,006		70,725		73,553		77,968
	T02-06	59,858	T03-06	64,647	T04-06	67,233	T05-06	69,921	T06-06	72,717	T07-06	77,082
5 ⁵		58,781		63,483		66,023		68,664		71,410		75,695
	T02-05	58,113	T03-05	62,762	T04-05	65,273	T05-05	67,884	T06-05	70,599	T07-05	74,835
3 ⁵		47,269		51,050		53,094						
	T02-03	46,732	T03-03	50,470	T04-03	52,491						
2 ⁵		45,893		49,563		51,547						
	T02-02	45,371	T03-02	49,000	T04-02	50,961						
(ENTRY LEVEL) 1 ⁵		44,557		48,121		50,046						
	T02-01	44,051	T03-01	47,574	T04-01	49,477						

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SATEP). Steps 5-14B must have completed a SATEP and be eligible for a license.

Gray	- Annual salary including the additional 21 hours.
White	- Annual salary without the additional 21 hours.

EXHIBIT D
TEACHER'S ANNUAL RATE SALARY SCHEDULE (10-MONTH)
Effective the First Working Day of 2nd Quarter of the 2020-2021 School Year

	CLASS II TEACHER		CLASS III TEACHER		CLASS IV TEACHER		CLASS V TEACHER		CLASS VI TEACHER		CLASS VII TEACHER	
Initial Classification	BA		BA+30 or MA								Doctorate	
Reclassification			Class II + 15 credits		Class III + 15 credits		Class IV + 15 credits		Class V + 15 credits		Class VI + 15 credits	
14B ⁵	T02-14B	71,403	T03-14B	77,115	T04-14B	80,200	T05-14B	83,408	T06-14B	86,744	T07-14B	91,948
14A ⁵	T02-14A	67,361	T03-14A	72,750	T04-14A	75,661	T05-14A	78,686	T06-14A	81,835	T07-14A	86,743
14 ⁵	T02-14	65,399	T03-14	70,631	T04-14	73,457	T05-14	76,395	T06-14	79,450	T07-14	84,218
13 ⁵	T02-13	63,493	T03-13	68,573	T04-13	71,317	T05-13	74,169	T06-13	77,136	T07-13	81,764
12 ⁵	T02-12	61,645	T03-12	66,577	T04-12	69,241	T05-12	72,011	T06-12	74,889	T07-12	79,383
11 ⁵	T02-11	59,850	T03-11	64,638	T04-11	67,223	T05-11	69,911	T06-11	72,707	T07-11	77,069
10 ⁵	T02-10	58,105	T03-10	62,755	T04-10	65,265	T05-10	67,875	T06-10	70,589	T07-10	74,827
9 ⁵	T02-09	56,414	T03-09	60,928	T04-09	63,365	T05-09	65,900	T06-09	68,535	T07-09	72,648
8 ⁵	T02-08	54,771	T03-08	59,152	T04-08	61,517	T05-08	63,979	T06-08	66,538	T07-08	70,531
7 ⁵	T02-07	53,176	T03-07	57,429	T04-07	59,727	T05-07	62,115	T06-07	64,600	T07-07	68,476
6 ⁵	T02-06	51,627	T03-06	55,756	T04-06	57,988	T05-06	60,307	T06-06	62,718	T07-06	66,482
5 ⁵	T02-05	50,123	T03-05	54,132	T04-05	56,298	T05-05	58,549	T06-05	60,892	T07-05	64,545
3 ⁵	T02-03	40,307	T03-03	43,531	T04-03	45,272						
2 ⁵	T02-02	39,133	T03-02	42,263	T04-02	43,955						
(ENTRY LEVEL) 1 ⁵	T02-01	37,993	T03-01	41,032	T04-01	42,673						

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SATEP). Steps 5-14B must have completed a SATEP and be eligible for a license.

EXHIBIT DD
TEACHER'S ANNUAL RATE SALARY SCHEDULE (12-MONTH)
Effective the First Working Day of 2nd Quarter of the 2020-2021 School Year

	CLASS II TEACHER		CLASS III TEACHER		CLASS IV TEACHER		CLASS V TEACHER		CLASS VI TEACHER		CLASS VII TEACHER	
Initial Classification	BA		BA+30 or MA								Doctorate	
Reclassification			Class II + 15 credits		Class III + 15 credits		Class IV + 15 credits		Class V + 15 credits		Class VI + 15 credits	
14B ⁵	T02-14B	85,684	T03-14B	92,536	T04-14B	96,243	T05-14B	100,089	T06-14B	104,093	T07-14B	110,338
14A ⁵	T02-14A	80,832	T03-14A	87,299	T04-14A	90,793	T05-14A	94,424	T06-14A	98,202	T07-14A	104,093
14 ⁵	T02-14	78,478	T03-14	84,757	T04-14	88,149	T05-14	91,675	T06-14	95,341	T07-14	101,063
13 ⁵	T02-13	76,192	T03-13	82,289	T04-13	85,580	T05-13	89,003	T06-13	92,563	T07-13	98,117
12 ⁵	T02-12	73,972	T03-12	79,893	T04-12	83,088	T05-12	86,411	T06-12	89,867	T07-12	95,260
11 ⁵	T02-11	71,820	T03-11	77,565	T04-11	80,669	T05-11	83,893	T06-11	87,251	T07-11	92,486
10 ⁵	T02-10	69,727	T03-10	75,306	T04-10	78,319	T05-10	81,449	T06-10	84,709	T07-10	89,791
9 ⁵	T02-09	67,697	T03-09	73,113	T04-09	76,037	T05-09	79,079	T06-09	82,241	T07-09	87,176
8 ⁵	T02-08	65,726	T03-08	70,982	T04-08	73,822	T05-08	76,773	T06-08	79,846	T07-08	84,638
7 ⁵	T02-07	63,810	T03-07	68,918	T04-07	71,673	T05-07	74,539	T06-07	77,520	T07-07	82,171
6 ⁵	T02-06	61,953	T03-06	66,910	T04-06	69,586	T05-06	72,368	T06-06	75,262	T07-06	79,780
5 ⁵	T02-05	60,147	T03-05	64,959	T04-05	67,558	T05-05	70,260	T06-05	73,070	T07-05	77,454
3 ⁵	T02-03	48,368	T03-03	52,236	T04-03	54,328						
2 ⁵	T02-02	46,959	T03-02	50,715	T04-02	52,745						
(ENTRY LEVEL) 1 ⁵	T02-01	45,593	T03-01	49,239	T04-01	51,209						

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SATEP). Steps 5-14B must have completed a SATEP and be eligible for a license.

ADDENDUM A

The Association understands that the Department is not obligated to incur capital improvement program expenditures as the result of the Agreement between the Association and the Department of Education dated March 1, 1975.

APPENDIX I – GRIEVANCE FORM

The following form shall be the form utilized by the parties when processing grievances. Whenever either party seeks to update, make revisions to, or provide for another written format for the processing of bargaining unit members’ grievances in accordance with Article V, Grievance Procedure, the HSTA and the employer will discuss an alternate written format. If the parties cannot agree on an alternate written format, the current form shall be maintained and continue to be used. The most current form for processing grievances shall be made available to any bargaining unit member.



HAWAII STATE TEACHERS ASSOCIATION
 1200 Ala Kapuna Street
 Honolulu, Hawaii 96819

HSTA Grievance # _____

STEP
 1
 2

GRIEVANCE FORM

Instructions for Employee: Complete this form. Retain one (1) copy (goldenrod) and submit two (2) copies to Association and three (3) to the appropriate supervisor.

TO: _____
 (Appropriate Supervisor) Position/School/Office (District)

FROM: _____
 (Name of Grievant) Position (School/Office)

In accordance with Article V, Grievance Procedure of the Agreement between the State of Hawaii Board of Education and the Hawaii State Teachers Association, a formal grievance is hereby submitted:

STATEMENT OF GRIEVANCE:

Date alleged violation first became known or date(s) of subsequent alleged violation: _____

Nature of grievance (Briefly state pertinent facts):

Specific term or provision of the Agreement allegedly violated:

Complete this section if grievance is filed at Step 2. Specific portion of the prior decision being appealed:

REMEDY SOUGHT:

 (Signature of Grievant) (Date Filed) (Receiving Party's Initials) (Date Rec'd)

 (Signature of Association Grievance Rep./Assoc. Field Representative, if applicable)

- 1. WHITE - Employer (District) 3. BLUE – Employer (Superintendent via OOPS) 5. CANARY - Association (Central File)
- 2. GREEN - Immediate Supervisor (Principal) 4. PINK - Association (Field Representative) 6. GOLDENROD - Grievance

APPENDIX II

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(AD HOC COMMITTEE)**

This Memorandum of Understanding is entered into this 1st day of July 2017, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Board and the Association support a process to discuss mutual interests in a timely manner. To facilitate this process, an Ad Hoc Committee is established for the purpose of discussing and making recommendations to appropriate bodies in accordance with established procedures.

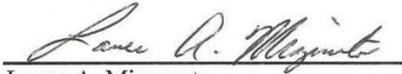
The participants of this Committee shall include staff appointed by the Department of Education and staff appointed by the Association. The participants shall meet as needed, at mutually agreeable times and places, to allow them to address and resolve issues and concerns.

The outcomes of the discussions of each meeting shall be shared with both parties. On an annual basis, the HSTA and the Department of Education shall review the prior year's Ad Hoc Committee meetings, discussions, and outcomes, to analyze the particular issues, concerns, and resolutions, with a view towards developing means of avoiding future similar issues and concerns. Each party will determine which appropriate staff member(s) will participate in the annual review meeting. Should the parties determine that an annual review meeting is not necessary, or if no Ad Hoc Committee meetings occurred during the past year, no annual review meeting is required.

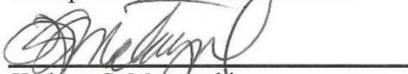
This Memorandum of Understanding shall expire on June 30, 2021.

STATE OF HAWAII

By:



Lance A. Mizumoto
Chairperson, Board of Education



Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By:



Corey Rosenlee
President



Wilbert Holck
Executive Director

APPENDIX III

MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF HAWAII BOARD OF EDUCATION AND HAWAII STATE TEACHERS ASSOCIATION (EXCEPTIONS TO THE AGREEMENT)

This Memorandum of Understanding is effective as of July 1, 2017 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

- A.** The Board and the Association believe that the most effective decisions are those made closest to the point of implementation. They further acknowledge that bargaining unit 5 members have a right and an obligation to engage and participate actively in open dialogue where issues are presented, defined, discussed and resolved.

In accordance with Hawaii Revised Statutes, the Board has established, at each school, a School Community Council (SCC). The SCC assumes a collaborative approach to decision making.

The Board and the Association acknowledge that as part of school-level decision making, exceptions to the Bargaining Unit 5 Agreement (hereinafter called "the Agreement") may be requested by a SCC.

B. Bargaining Unit 5 Exception Process

When exceptions to the Agreement are being requested, Bargaining Unit 5 members shall use a consensus decision-making process. For the purpose of this Memorandum, consensus has been reached when all bargaining members in the school agree that their points of view have been heard and understood and that they can live with the decision.

If, after good faith efforts have been exhausted and consensus has not been reached, bargaining unit members shall move to the fallback decision-making process.

1. This process requires all active bargaining unit members at the school be provided the opportunity to vote by secret ballot. The Association Policy Committee at the school shall be responsible for contacting Bargaining Unit 5 members on paid and unpaid leave with return rights to the school.

2. Bargaining Unit 5 members shall be provided five (5) working days to cast their ballot.
3. In order for the vote to be valid, 66-2/3% of all of the ballots cast must be affirmative.
4. Bargaining Unit 5 members shall then report the results to the SCC. All contract exceptions are binding on all bargaining unit members at the school.

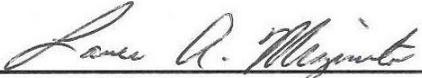
C. School Community Council Exception Review Committee

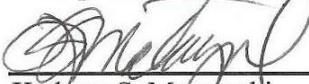
A State Committee to be called the SCC Exception Review Committee shall be established.

1. This Committee shall be comprised of two (2) representatives appointed by the Association and two (2) representatives appointed by the Board.
2. This Committee shall establish its own rules of operation.
3. This Committee shall review SCC's requests for exceptions to the Agreement, including those items incorporated by reference.
4. Both parties must approve exceptions to the Agreement.
5. Any exceptions to the Agreement shall not extend past the duration of the Agreement.
6. Unless otherwise specified by the Committee, all exceptions shall be renewed if all role groups at the school agree to continue them. The school shall submit a notification of renewal to the Committee.
7. If Bargaining Unit 5 members object to renewing an exception, they must go through the exception process before the request is submitted to the Committee.
8. If there are modifications to an exception, the role groups must go through the exception process before the request is submitted to the Committee.
9. The exceptions granted shall be applicable only to the school submitting the exception request.
10. Properly processed requests for exceptions granted by this Committee shall not be subject to the Grievance Procedure as provided for in the Agreement for the duration of the exception.

This Memorandum of Understanding shall expire on June 30, 2021.

STATE OF HAWAII

By: 
Lance A. Mizumoto
Chairperson, Board of Education


Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: 
Corey Rosenlee
President


Wilbert Holck
Executive Director

APPENDIX III MOU - EXCEPTIONS TO THE AGREEMENT

APPENDIX IV

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(TEACHER EVALUATION)**

WHEREAS,

The intent of this Memorandum of Understanding (MOU) is to:

- Communicate expectations related to the performance evaluation for teachers;
- Outline the conditions for the state's successful implementation of a performance evaluation system; and,
- Ensure teachers' and their Union representatives' involvement in the continuous improvement of the performance evaluation system through a formal mechanism for collaboration between Association as the exclusive representative of teachers and the Employer.

The parties recognize and agree that teacher performance is critical to students' growth and development. Therefore, the evaluation of teachers' performance should provide information pertinent to professional improvement that increases teachers' effectiveness in facilitating student learning and growth, so that all students reach their aspirations from early learning through college, career, and citizenship;

The evaluation shall be implemented in accordance with relevant Hawaii Revised Statutes, Hawaii State Board of Education (Board) policies, Bargaining Unit 5 collective bargaining provisions and the Employer's guidelines, procedures and Standard Practices;

This agreement builds upon ongoing national research and practice and two years of piloting the evaluation components in Hawaii. In 2011-12, 18 Hawaii schools piloted components of a new evaluation design and 81 schools piloted components in 2012-13;

The parties believe that our students and teachers deserve an effective education system which includes a quality performance evaluation system that provides teachers with formative feedback to inform practice and advance student learning;

The parties agree that the evaluation system and personnel evaluations must be fair, transparent, equitable and comprehensive. The evaluation system must

include orientation, training and supports for evaluation system participants including teachers being evaluated and administrators involved in producing teachers' evaluation rating, and follow up support as required;

The parties recognize that in the process of education and learning there are factors affecting student achievement that are not within the control of the teacher to affect; and, that these factors, external to the school and classroom, may have a significant impact on teachers' effectiveness and student achievement;

Performance evaluation is part of the Employer's Educator Effectiveness System (EES), a broader system of continuous improvement and effectiveness that addresses teacher recruitment, induction, mentoring, professional development, and retention. The performance evaluation provides data to support personalized professional growth;

The Employer and Association agree to the following statement of values, based on the National Education Association's principles of evaluation.¹

- The purpose of evaluation is to guide ongoing improvement and support. Specifically, the process of evaluation must provide meaningful and actionable feedback linked to professional development.
- The evaluation process needs to be co-designed with teachers and their Union representatives.
- The evaluation design must include multiple, valid measures based on transparent teaching standards.
- Observations must be conducted by certified evaluators whose work is regularly calibrated.
- Evaluation systems must be adequately funded and staffed, and fully developed and validated.
- Evaluation systems must include adequate training and ongoing support for all teachers on the new systems, before findings are used to make any high stakes employment decisions.
- Teacher input is essential in determining performance and learning outcomes.

¹ National Education Association, provided by Segun Eubanks to both parties on February 14, 2013

In addition, the Employer and Association recognize that multiple forms of professional development are critical to enhance teacher practice. Professional development has the greatest impact when there is sufficient time for professional learning to be job-embedded as part of an educator's workday.²

THEREFORE,

The Employer and Association agree that the provisions of this MOU are consistent with the provisions of the Collective Bargaining Agreement, 2017-2021. The following conditions and actions enable successful implementation of the performance evaluation statewide, effective July 1, 2017:

1. Collaboration

- a. The Hawaii Department of Education (Department) and Association agree to form a joint committee that shall review the design, validity, and reliability of the performance evaluation system for continuous improvement of design and implementation necessary to meet the aspirations detailed within the statement of values. The joint committee will provide recommendations for adjustments or changes to the Superintendent of Education and the Hawaii State Board of Education to improve the design and implementation.
- b. The committee shall include key stakeholders and be composed of an equal number of representatives selected by each party.
- c. The joint committee shall meet at least twice a year.
- d. The scope of the joint committee shall include, but shall not be limited to, review of the following:
 - i. Equity on the evaluation design between classroom and non-classroom teachers;
 - ii. Whether and how to differentiate the evaluation cycle for those teachers rated as consistently effective and/or highly effective;
 - iii. Whether and how to include school-wide growth measures for all teachers;
 - iv. Reclassification opportunities;
 - v. Method of calculating the summative evaluation rating;
 - vi. Supports including orientation, information, training and follow up professional development related to evaluation;

² Learning Forward, Standards for Professional Learning. Oxford, OH 2011

- vii. Timelines related to the evaluation system;
 - viii. Results of the evaluation system; and,
 - ix. Other issues mutually agreed upon.
- e. Teachers and their Association representatives will have ongoing opportunities to be involved in the design and implementation of the performance evaluation system. Teachers may be asked to participate in surveys, serve on workgroups and associated sub-committees; in addition, teachers may provide structured feedback through the relevant Association UniServ representative.

2. Measuring Effectiveness: Design and Implementation

- a. The performance evaluation design meets the requirements of the Hawaii State Board of Education Policy 203-4 on Teacher Performance Evaluation. To meet the requirements of section 302A-638 of Hawaii Revised Statutes and Hawaii State Board of Education Policy 203-4 on Teacher Performance Evaluation, the evaluation process will be ongoing and produce an annual evaluation rating of each teacher's performance. The rating will be based on multiple measures.
- b. The intent of the performance evaluation is to treat teachers fairly and equitably while recognizing that the bargaining unit includes teachers who are not based in a classroom and whose duties may not include direct instruction of students (e.g. curriculum coordinators, counselors, resource teachers). In accordance with Hawaii State Board of Education Policy 203-4, teachers' practice will be assessed based on their professional practice related to their duties and responsibilities and teachers' contribution to student learning and growth.
- c. The performance evaluation design will be based 50% on teacher practice and 50% on student learning and growth. Each of these shall be determined using multiple measures.
 - 1. Teacher practice will be determined by classroom observations or a working portfolio (for non-classroom teachers) and teachers' core professionalism.
 - 2. Student learning and growth will be determined by multiple measures and within student learning objectives or school system improvement objectives (non-classroom teachers).
- d. The method of calculating the summative rating shall be determined before the start of the school year, and information about the method will be included in an evaluation manual and training.

- e. The performance evaluation will result in an annual rating of each teacher's performance. The rating will be on a four-point scale: highly effective, effective, marginal, and unsatisfactory.
- f. Each teacher's evaluation rating will be a part of their official evaluation record in their personnel file.
- g. Teachers shall have the opportunity to document concerns or additional context surrounding their professional evaluation in their official evaluation record.

4. Preparing and Supporting Evaluators

- a. Complex area capacity may be enhanced to provide schools with targeted support on the performance evaluation system. Specific positions may be allocated and dedicated to conduct trainings, track progress, and support evaluators on implementing the evaluation system in schools.
- b. Evaluators shall be trained on the overall evaluation system and specifically certified in the classroom observation protocol prior to initiating any formal classroom observations which will be used to determine a teacher's annual evaluation rating.
- c. Evaluators shall calibrate regularly to strengthen accuracy and inter-rater reliability according to the protocol of the observation tool.

5. Preparing and Supporting Teachers

- a. Teachers shall be trained on the performance evaluation system:
 - i. By the first day of instruction for students, teachers will receive an orientation to the performance evaluation system, including the tools, process, performance criteria, method of calculating the annual evaluation rating, and timelines. The first cycle of formal observations shall not begin until these conditions are met. Teachers may receive additional training as necessary to build the knowledge, understanding and awareness of the performance evaluation system.
 - ii. Subsequent trainings are expected to focus on the application of the performance evaluation system to identify data trends, derive insights, adjust daily practice, and support broader instructional improvement efforts.
 - iii. First year teachers may receive an additional day of training as an orientation to the Department, instructional expectations and resource supports.

- b. Pursuant to an MOU between the Employer and Association on the professional development time, every school will have dedicated time each month as part of the teacher workday for teachers to participate in job-embedded professional development. This time will be used for educators to work and learn together on strategic priorities of the Board and Department.
- c. School and complex area personnel shall provide targeted support around the implementation of the performance evaluation system and achievement of individual learning goals and objectives.
 - i. Each school has personnel, such as curriculum coordinators, literacy/data coaches, technology coordinators, resource teachers, department heads and grade level chairs, whose job duties and responsibilities include support for teachers, the school's professional learning community, and student learning; these personnel are part of the system of support.
 - ii. Probationary teachers in their first and second year will be provided a dedicated teacher mentor in accordance with their complex area's induction and mentoring program and as required by Board Policy 204-1.
 - iii. Each complex area will contain identified teachers that serve as trained experts in the classroom observation model and student learning objectives. The skills of these trained teachers are resources for school-based support for teachers who request assistance or need support. These trained teachers shall not conduct formal observations that are used to determine the annual performance evaluation rating.
- d. Teachers will have access to a searchable database of all available large scale professional development offered by the state office and complex areas within Department's data system as well as online courses and video modules. All of these supports will be searchable by the components within the data system related to the performance evaluation system.
- e. All teachers will develop and maintain an individual professional development plan that identifies areas for targeted growth and learning of teachers and students. Completion of the learning opportunities within the plan will be considered a matter of professional responsibility. For teachers rated as marginal, the evaluator shall be responsible for leading development of the professional development plan.

6. Procedural Safeguards and Assurances

- a. The performance evaluations are subject to Article VIII - Teacher Performance, including but not limited to:

- i. All formal evaluations of teachers shall be in writing.
 - ii. No teacher shall be required to sign a blank or incomplete form.
 - iii. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - iv. The use of eavesdropping, public address-audio systems and similar devices for teacher evaluation shall be prohibited.
 - v. Upon completion of the final evaluation rating, the evaluator will review/discuss the evaluation with the teacher.
- b. The following provisions of Article VIII - Teacher Performance are further elaborated:
- i. The formal observation of a teacher's classroom practice contains a pre-observation conference, an observation, and a post-observation conference based on the documentation of the observation.
 - 1. A teacher shall be notified at least twenty-four (24) hours prior to pre-observation conversation before an observation commencing for purposes of performance evaluation.
 - 2. The expectation is that the evaluator provides feedback within a two-week period of conducting the observation, as recommended by best practice.
 - 3. Observations for summative evaluation purposes shall be conducted by Department Educational Officers.
 - ii. For salary increment purposes, tenured teachers in active service shall be assumed to have an effective rating for that school year unless specifically rated less than effective based on the documentation and process outlined in this MOU. Teachers for whom this applies may provide documentation within the evaluation record, as specified in Item 6 (e) below.
- c. An administrator from the teacher's school or administrative office shall determine the final summative rating.
- d. Individual teachers shall be provided an opportunity to document concerns or additional context surrounding their professional evaluation with their official evaluation record for their personnel file.
- e. Pursuant to the MOU between the Employer and Association, tenured

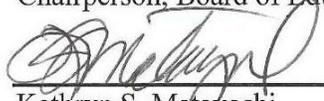
teachers rated as marginal may seek an expedited appeal.

7. The Department will provide the joint committee the results of a systematic review of the evaluation design and implementation prior to the start of each school year. Prior to the start of the school year, the joint committee shall provide recommendations for amendments or changes to the Superintendent of Education and Board of Education.
8. This Memorandum of Understanding may be modified by mutual agreement of the Employer and the Association. The MOU shall expire on June 30, 2021.

STATE OF HAWAII

By: 

Lance A. Mizumoto
Chairperson, Board of Education



Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: 

Corey Rosenlee
President



Wilbert Holck
Executive Director

APPENDIX IV MOU - TEACHER EVALUATION

APPENDIX V

MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF HAWAII BOARD OF EDUCATION AND HAWAII STATE TEACHERS ASSOCIATION (EXPEDITED APPEALS PROCESS)

This Memorandum of Understanding is effective July 1, 2017, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association ("Association").

An expedited evaluation appeals procedure for tenured teachers rated Marginal shall be used instead of Steps 1 and 2 of the grievance procedure, Article V, for performance evaluations only. An appeal may only be made for the overall evaluation rating of Marginal.

Under the expedited evaluation appeals procedure, a tenured teacher may submit an appeal of an overall evaluation rating of Marginal to the designated Evaluation Appeals Panel which will be comprised of a panel of four individuals trained in the evaluation process, as appropriate: two (2) selected by the Association and two (2) selected by the State of Hawaii Department of Education ("Department"). In the preparation of the appeal, the Association may assist the teacher and the Department may assist the evaluator, provided that only the teacher and the evaluator may address the panel.

The role and responsibility of the Evaluations Appeals Panel is to: (1) review the case to determine if the evaluation procedures were properly applied and administered, and (2) review the case to determine if there is sufficient documentation to support the evaluation rating. The panel may consider additional evidence, as it deems appropriate. A decision to uphold the appeal requires a vote of at least 3 members of the panel. In the case where the panel has upheld the appeal, the panel will determine the final rating. In the case where the panel denies an appeal, the original evaluation rating shall stand.

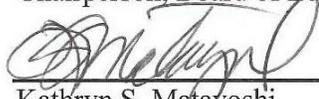
The appeal request must be submitted in a timely manner within 15 days of receiving the annual evaluation rating. The review shall be conducted in an expedited manner no later than July 15, and a decision shall be rendered within 15 days after the hearing. Deadlines may be extended by mutual agreement of the Department and the Association.

The Association may take the panel's decision directly to arbitration, according to the provisions of Article V. The parties shall not have the right to present different allegations, facts, evidence and arguments in arbitration than those presented to the appeals panel.

This Memorandum of Understanding may be modified by mutual agreement of the Employer and the Association. The MOU shall expire on June 30, 2021.

STATE OF HAWAII

By: 
Lance A. Mizumoto
Chairperson, Board of Education


Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: 
Corey Rosenlee
President


Wilbert Holck
Executive Director

APPENDIX V MOU - EXPEDITED APPEALS PROCESS

APPENDIX VI

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(ADDITIONAL PROFESSIONAL DEVELOPMENT HOURS
FOR SCHOOL YEARS 2017-2018 AND 2018-2019)**

This Memorandum of Understanding is effective as of July 1, 2017 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

WHEREAS, the Board and the Association acknowledge the importance of assuring that every school has dedicated time over the course of the school year to hold job-embedded professional development on the Department of Education's core strategic priorities. Job-embedded professional development is critical, and often times more effective than stand-alone training sessions.

WHEREAS, the parties further acknowledge that in order to find time for the job-embedded professional development, a combination of additional teacher work days/hours and repurposing of existing professional development days/hours is necessary, which will provide schools with time spread across the school year to enable teams of teachers to collaborate and learn. As such, every school will have dedicated time throughout the teachers' work year for teachers to participate in job-embedded professional development. This time will be used for educators to work and learn together on strategic priorities of the Board and Department.

WHEREAS, the parties further acknowledge that the job-embedded professional development will provide multiple benefits, including, but not limited to:

- Teachers are fully trained and consistently supported on the priorities of the Department
- The use of training and learning time is systematized by creating a formal structure
- Teachers are not pulled from classes for training
- Costs are reduced due to less demand of substitute teachers
- State and complex area professional development efforts become more focused

NOW THEREFORE, the parties agree to the following:

1. For school years 2017-2018 and 2018-2019, 21 additional hours, contiguous to the teacher's work day and without students shall be added as follows:
 - a. For use in multiples of not less than one (1) hour increments at the discretion of the Employer to require teachers to participate in job-embedded professional development that extends the work day of teachers. The focus of these 21 hours will be for educators to work and learn together on strategic priorities of the Board and Department.

The school based (or where appropriate complex area or state office based) professional development will be based upon the Academic Plan of the school, including the comprehensive needs assessment and relevant data, which align to the state initiatives of the Department of Education's Strategic Plan (or appropriate goals/plans of complex areas or state offices), consistent with the provisions of this MOU.

It is essential to provide differentiation in the types and uses of job-embedded professional development as it relates to individual teacher performance and experience. To facilitate this differentiation, the Department of Education will create a chart for use by administrators to identify professional development based on school needs that will facilitate the continuous improvement of teacher performance. The chart will include the priority strategies, the specifics of the PD content, its purpose, the house allocated, and reflect differentiation based upon teacher EES rating and tenure status (i.e., probationary, Code 5, Code W). PD content does not need to encompass all 6 priorities, and should be based upon the school's Academic Plan, Comprehensive Needs Assessment, and data (or appropriate goals/plans of Complex Areas and State Offices).

How the 21 hours will be used and when they will be scheduled shall be determined through an open, democratic and collaborative process between the school's leadership group (or complex area or state office team) and the administrator(s). Members of the leadership group as representatives of the faculty shall be responsible for bringing information back to their constituencies for information, consultation and guidance. The collaborative process does not require the consensus of the school's leadership group (or complex area or state office team). If the teachers and the administrators are unable to mutually agree on the use and scheduling of the 21 hours the principal (or complex area or state office supervisor) shall decide.

The principal (or complex area or state office supervisor) shall make the final recommendation to the Complex Area Superintendent (or Assistant

Superintendent) for review and approval. Comments from the leadership group, if any, shall be included with the final recommendation should there not be mutual agreement.

Note: The school based professional development in accordance with this MOU is separate and apart from the individual teacher professional development plan pursuant Appendix VI, paragraph 5 of the 2015-2017 Agreement and is not part of the 21 hours.

- b. Although teachers shall be compensated for three, 7 hour days (21 hours total), because the twenty-one (21) hours are contiguous to the teacher's work day, there is no increase in the number of days that the teacher must report to work during the school year.
 - c. In accordance with Article XX, Salaries, paragraph L, the Department will provide Professional Development (PD) credits for select activities that focus on those areas set forth in paragraph 1.a. above and conducted during these 21 additional hours. Three PD credits are available for teachers who complete 21 hours of PD, and 1.5 PD credits are available for half-time teachers who complete 10.5 hours. Partial credits will not be allowed.
 - d. Teachers must make up any missed hours of PD to earn the PD credits. Principals are not required to provide repeat training; however, the teacher and the principal should work to identify opportunities to complete the required 21 hours. Make up hours for missed PD shall be completed by the end of the appropriate school year. Similar efforts may be made for those who begin work later in the SY, or who are on extended paid leaves of absence.
 - e. In no event shall the workday extend beyond 4:30 pm and proper notification (at least one week's notice) shall be given when scheduling for job-embedded professional development.
2. School Administrators, in consultation with the teachers and other members of the school community, will have the flexibility to determine whether additional time throughout the school year should be repurposed for heightened focus on core strategic priorities, through use of other administration directed time, including student shortened days, six (6) teacher preparation periods per semester, a portion of the two administrator days at the beginning of the school year, and any other appropriate time that may be available during the teachers' work days.

Salaries for 10-Month Teachers

3. Effective the first working day of the first semester of the 2017-2018 school year the BU 5 10-month salary schedule designated as Exhibit A in Article XX shall be amended to reflect additional compensation for working an additional 21 hours contiguous to the teacher's work day during school years 2017-2018, and earned at the daily rate of pay. The amended salary schedule shall be designated as Exhibit B.
 - a. Subject to the approval of the respective legislative bodies and effective July 1, 2017, the salary schedule designated as Exhibit B shall be effective for the period July 1, 2017 up to the first day of the second quarter of school year 2018-2019.
 - b. Following 3a. above, Employees shall be placed on the corresponding step and class of Exhibit B.
4. Effective the first working day of the second quarter of the 2018-2019 school year the BU 5 10-month salary schedule designated as Exhibit B in Article XX shall be amended to reflect additional compensation for working an additional 21 hours contiguous to the teacher's work day during school year 2018-2019, and earned at the daily rate of pay. This amended salary schedule shall be designated as Exhibit C.
 - a. The salary schedule designated as Exhibit C shall be effective the first working day of the second quarter of school year 2018-2019 to and including June 30, 2019.
 - b. Following 4a. above, Employees shall be placed on the corresponding step and class of Exhibit C.

Salaries for 12-Month Teachers

5. The BU 5 12-month salary schedule designated as Exhibit AA in Article XX shall be amended to reflect additional compensation for working an additional 21 hours contiguous to the teacher's work day during school years 2017-2018, and earned at the daily rate of pay. This amended salary schedule shall be designated as Exhibit BB.
 - a. The salary schedule designated as Exhibit BB shall be effective for the period July 1, 2017 up to the first day of the second quarter of school year 2018-2019.

- b. Following 5.a above, Employees shall be placed on the corresponding step and class of Exhibit BB.
6. The first working day of the second quarter of the schoolyear 2018-2019 the BU 5 12-month salary schedule designated as Exhibit BB in Article XX shall be amended to reflect additional compensation for working an additional 21 hours contiguous to the teacher's work day during school years 2018-2019, and earned at the daily rate of pay. This amended salary schedule shall be designated as Exhibit CC:
- a. The salary schedule designated as Exhibit CC shall be effective the first working day of the second quarter of school year 2018-2019 to and including June 30, 2019.
 - b. Following 6.a above, Employees shall be placed on the corresponding step and class of Exhibit CC.

Compensation associated with the additional 21 hours of professional development time shall not continue beyond June 30, 2019, and in conjunction with the termination of the compensation for the 21 hours of professional development time, teachers shall be placed on the same class and step on the appropriate salary schedule, which reflects the teacher's annual rate salary that does not reflect compensation for the additional 21 hours (see Exhibits C and CC, unshaded-white rows).

If any conflict exists between the terms of this Memorandum and the 2017-2021 Agreement, the provisions of this Memorandum shall control.

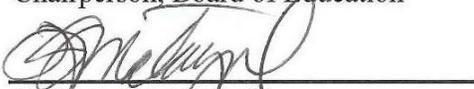
This Memorandum of Understanding shall expire on June 30, 2019.

STATE OF HAWAII

By:



Lance A. Mizumoto
Chairperson, Board of Education



Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By:



Corey Rosenlee
President



Wilbert Holck
Executive Director

APPENDIX VI MOU - ADDITIONAL PROFESSIONAL DEVELOPMENT HOURS
FOR SCHOOL YEARS 2017-2018 AND 2018-2019

APPENDIX VII

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(RECRUITMENT/RETENTION INCENTIVE FOR
HARD-TO-STAFF LOCATIONS)**

This Memorandum of Understanding is effective as of July 1, 2017 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association. In an effort to provide stability and continuity in the learning communities of hard-to-staff schools, the parties mutually agree to a differential for licensed teachers, including public charter school teachers, employed in the following geographical areas and campuses, shall be paid a hard-to-staff incentive as follows:

An annual differential of \$3,000 shall be paid at the following geographical areas and campuses:

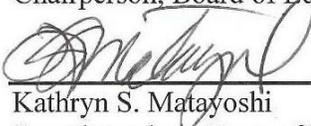
- Hana Complex
- Keaau Complex
- Lanai Complex
- Molokai Complex
- Kau Complex
- Nanakuli Complex
- Pahoia Complex
- Waianae Complex

The funding for the retention incentive shall not come out of public charter school per pupil allocations.

This Memorandum of Understanding shall expire on June 30, 2021.

STATE OF HAWAII

By: 
Lance A. Mizumoto
Chairperson, Board of Education


Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: 
Corey Rosenlee
President


Wilbert Holck
Executive Director

APPENDIX VIII

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(SUPPLEMENTARY PAY)**

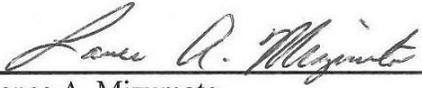
This Memorandum of Understanding is entered into this 1st day of July 2017, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

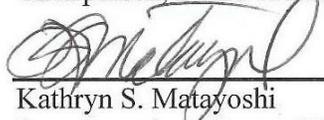
Effective the first day of the 2017-2018 school year, the supplementary pay schedules shall be as follows:

1. Athletic Coaches who are Bargaining Unit 05 members shall receive the amounts specified in HRS 302A-633.6.
2. Assistant Athletic Directors who are Bargaining Unit 05 members shall receive \$1390.
3. Directors of performing high school bands or orchestras shall receive \$3750.
4. Directors of performing intermediate or middle school bands or orchestras shall receive \$1875.
5. Department and Grade Level Chairpersons of large schools as defined in the Standard Practices shall receive \$1295.
6. Department and Grade Level Chairpersons of small schools as defined in the Standard Practices shall receive \$1045.
7. Drama Coaches (excluding Learning Center Drama Coordinators) shall receive \$1000.
8. Librarians shall receive \$1295 per year if they are in compliance with the July 3, 1997 Superintendent's memorandum regarding Librarian Differential and Library Readiness.
9. Directors of performing chorus or choral groups shall receive \$1000 per year.
10. Vocational Agricultural Teachers with large farms shall receive \$1250 per year.
11. Vocational Agricultural Teachers with small farms shall receive \$1,000 per year.

This Memorandum of Understanding shall expire on June 30, 2021.

STATE OF HAWAII

By: 
Lance A. Mizumoto
Chairperson, Board of Education


Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: 
Corey Rosenlee
President


Wilbert Holck
Executive Director

APPENDIX VIII MOU - SUPPLEMENTARY PAY

APPENDIX IX

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(LICENSING FEES)**

This Memorandum of Understanding is effective as of July 1, 2017 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Employer shall pay to the Hawaii Teacher Standards Board (HTSB) the annual license fees for all tenured teachers, provided:

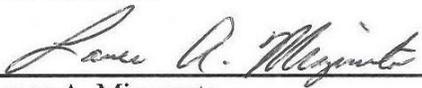
- 1) the teacher submitted a request to the HTSB to have the Employer pay the fee on or before the date the fee is due, and
- 2) the last evaluation rating received prior to the year in which the fee is due is "effective" or "highly effective", pursuant to Article VII.

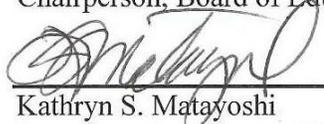
Should either or both of the above two conditions not be met, the teacher is responsible for payment of the license fee, along with any late fees or penalties that may be assessed by the HTSB, and the Employer will not be responsible for the payment.

For purposes of administering the payment of the annual license fee in accordance with this Appendix, a year will be defined as July 1st to June 30th. The Employer shall pay one annual license fee per teacher during this period.

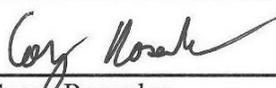
This Memorandum of Understanding shall expire on June 30, 2021.

STATE OF HAWAII

By: 
Lance A. Mizumoto
Chairperson, Board of Education


Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: 
Corey Rosenlee
President


Wilbert Holck
Executive Director

APPENDIX X

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(TRAVEL AND PER DIEM)**

This Memorandum of Understanding is effective July 1, 2017, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association ("Association").

In the event the Employer establishes higher travel and per diem rates for official travel by other state employees or rates established by the Internal Revenue Service are increased, the parties shall meet to discuss the feasibility of making adjustments to Article VI, Paragraph M, Traveling Teachers.

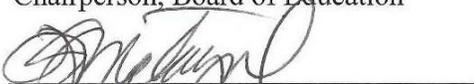
This Memorandum of Understanding shall expire on June 30, 2021.

STATE OF HAWAII

By:



Lance A. Mizumoto
Chairperson, Board of Education



Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By:



Corey Rosenlee
President



Wilbert Holck
Executive Director

APPENDIX XI

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(ENGLISH LANGUAGE LEARNER (ELL) COMMITTEE)**

This Memorandum of Understanding is entered into this 1st day of July 2017 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The parties agree to establish an English Language Learner (ELL) Committee as a pilot for school years 2017-2018 and 2018-2019. The committee shall be comprised of no more than two (2) representatives appointed by the DOE and no more than two (2) teacher representatives appointed by the Association, plus one (1) union member and one (1) DOE state office resource person.

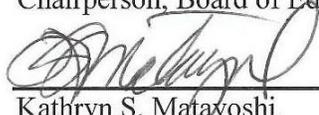
This committee shall meet not less than two (2) times each school year for the purpose of fact-finding and problem-solving operational and working condition concerns for teachers assigned ELL students.

Recommendations that may be made by this committee shall be presented to the Superintendent for consideration.

This Memorandum of Understanding shall expire on June 30, 2021.

STATE OF HAWAII

By: 
Lance A. Mizumoto
Chairperson, Board of Education


Kathryn S. Matayoshi
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: 
Corey Rosenlee
President


Wilbert Holck
Executive Director

Exhibit 13

Screenshot from Webpage - Harmony Educational Services

Questions?
Contact Us: (801) 471-0208



(<https://harmonyed.com>)

FAMILY RESOURCE CENTER

MENU

HOME- BASED EDUCATI ONAL PROGRA MS – OFFERED IN

PARTNER SHIP WITH PUBLIC SCHOOLS

**Free Resources,
Curriculum,
Mentoring and More**



THE IDEAL PROGRAM FOR FAMILIES WHO EDUCATE THEIR CHILDREN AT HOME

At Harmony, we've developed innovative partnerships with public schools that merge the advantages of homeschooling with the resources available with public schools.

We provide distance learning students with flexible educational choices, including virtual curriculum, on-site classes, and educational materials all at no cost to you.

Harmony provides educational options so you can choose what's best for your child, including:

- Mix-and-match courses and materials from a variety of vendors
- Online curriculum and traditional curriculum based on textbooks, literature, etc.
- Our popular on-site elective program and other exciting elective classes
- Resources and materials based on your child's interests and their courses



MAKE LEARNING PERSONAL

Our program is built on the understanding that students flourish when education is individualized to their unique needs.

You select the curriculum, resources, and goals to ensure your child reaches his/her potential. We provide the resources and support.



EDUCATIONAL RESOURCES

Each Harmony student receives learning resources based on the programs and

courses you select for each child. Available learning materials include:

- Online Curriculum and subscriptions
- Textbooks and workbooks
- General school supplies
- Math manipulatives and resources
- Science equipment and supplies
- Elective resources based on student interest
- Tutoring and lessons: private tutoring, piano instruction, swimming lessons, etc.

Program offerings vary by state.



EDUCATIONAL SUPPORT

Our families are supported by mentors and certified teachers to ensure that students have a wonderful educational experience.

Your mentor works with you to create a unique Student Success Plan for each student to match the curriculum and resources to your child's needs. Throughout the year, our team of

mentors and teachers provides support and help for your child's courses.



INDEPENDENT LEARNING COURSES

With Harmony, you'll select from a broad range of course offerings from various curriculum providers, so you can individualize the education of your children to their unique needs. All Harmony programs are designed to meet state standards.

Courses are available fully online or in a textbook format. You can mix and match to meet the specific needs of your children – all at no cost to you.



FREE ON-SITE COURSES

Our fun Options Day program offers four fun on-site electives one day each week. Your children will enjoy socializing with other children and learning from qualified instructors who have a passion for teaching. Classes vary by location and may include karate, theater, art, Lego Robotics and more.



HOMESCHOOL EXPERTISE

The team at Harmony Ed combines a wide background of knowledge and experience in homeschooling, education and public schools to bridge the gap between traditional public schooling and independent learning.

We partner with you as you make the educational decisions that are best for your child.

We've got a program that is right for your children.

Select a State to Learn More

HAWAII

(<https://harmonyed.com/hawaii>)

IDAHO

(<https://harmonyed.com/idaho>)

TENNESSEE

(<https://harmonyed.com/tennessee>)

UTAH

(<https://harmonyed.com/utah>)

OTHER STATES

(<https://harmonyed.com/other-states/>)

Success Stories from Our Customers



“Harmony has been the perfect balance for my daughter who loves the challenge scholastically and loves to excel with her friends there. This is our third year with the program, and we love it!”

Heidi S.



"I am so grateful that my children have access to a wonderful program like Harmony Educational Services. We are so lucky to have this program available to us and I would recommend them to anyone."

Michelle R.



"I now have the freedom to consider every curriculum no matter the cost. My children are older, and we have specific goals that Harmony helps us meet."

Melinda S.



Harmony Educational Services

Phone: (801) 471-0208

485 South Main Street, Suite 102

Springville, UT 84663

CORPORATE

About Us (<https://harmonyed.com/corporate/about/>)

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Career Opportunities
(<https://harmonyed.com/corporate/career-opportunities/>)

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Family Resource Center

(<https://harmonyed.com/frc/>)

Employee Resource Center

(<https://harmonyed.com/erc/>)

MENU

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Exhibit 14

Kamalani Academy's Written Testimony submitted for the October 28, 2021 General Business Meeting



Jannelle Watson <jannelle.watson@spcsc.hawaii.gov>

FW: testimony

1 message

Amanda Langston <Amanda.Langston@kamalaniacademy.org>
To: "commission.mail@spcsc.hawaii.gov" <commission.mail@spcsc.hawaii.gov>

Thu, Oct 28, 2021 at 8:56 AM

Please see our testimony on behalf of Kamalani Academy.

Mahalo,



Amanda Fung (Langston)

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



V. Enrollment Irregularities Testimony.pdf

505K



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Kamalaniacademy.org

October 28, 2021

RE: V. Discussion on School Year 2021-2022 Charter School Enrollment October 15th Count and Enrollment Count Irregularities

Kamalani Academy would like to take the opportunity to provide context and clarification regarding the statements made referencing our enrollment during the school year 2021-2022.

Background:

Kamalani Academy (KA) responded quickly to academic and emotional needs of our students when COVID19 broke out initially in Spring 2020. The following Summer, some Kamalani Academy faculty and staff worked not only to provide tutoring sessions, they also used personal time to coordinate KA's virtual learning platform and programs for the upcoming school year. The level of dedication by some staff and faculty is not reflective of monetary motivation, but from an internal drive to take care and support the students and families that KA serves. KA faculty and staff opened the 2020-2021 school year with virtual and in person options. As the first semester came to a close, teachers were beginning to feel the effects of "burn out;" such as, extreme fatigue, loss of motivation, increased illness, etc. The Kamalani Academy teachers taught in person and virtual students simultaneously which was amazingly difficult; causing an abhorrent amount of stress and anxiety on personnel. As the 2020-2021 school year ended, the Kamalani Academy Academic Review Team (KART) met and discussed several topics reflecting on the school year. A major concern expressed involves the teaching modalities of in-person and virtual teaching for the upcoming 2021-2022 school year. As the head of the school, I could not, in good conscience, put this burden on the faculty and staff for another year.

I spent this past summer researching different avenues on how to provide virtual learning for existing KA families that only wanted virtual learning. As the summer came to an end, I learned about Harmony, an online learning platform, as an option. I posed this virtual learning platform to the KA Board members as the positive COVID cases began rising in the Wahiawa community. Safety and anxiety became an issue as parents, faculty, and staff were growing concerned about the safety of their student(s).

Prior to bringing this to KA Board members, I contacted the commission staff to ask questions in regards to PPA spending on programs. I spoke to a commission staff member and he said there are no specific "rules" and/or guidelines but to look at it this way: "If you can bring your purchase in front of a board or people and you do not feel uneasy about it then you are good." I questioned this understanding and took the guidance from this commission staff. I then took the Harmony contract to the KA Finance Committee and it was approved to go to the board and was approved at the August 9, 2021 governing board meeting.

After it was approved we met with Harmony on two occasions to explain our enrollment process and to talk about logistics. Towards the end of August, we had a positive COVID 19 case which created a school closure

for a week. At this time, teachers had to switch to a temporary virtual instruction. Realizing that COVID 19 was not dissipating anytime soon, the only option we had was to provide parents, asking for 100% online learning for the school year, to utilize our virtual Harmony curriculum program. Parents that were already identified to want this service were called by the school principal and offered this platform. After a week of talking to parents, we started to receive new enrollments with students that wanted to learn online and were not able to access virtual learning through the Hawaii DOE program. At no point did Kamalani Academy advertise the virtual Harmony curriculum program. Per HRS302D-34 (a) A public charter school shall: enroll all students who submit an application, unless the number of students who submit an application exceeds the capacity of a program, class, grade level, or building.” To meet this requirement, KA would have to enroll all students who apply if a seat is available. Kamalani accepts all students, as long as the enrollment does not go over max capacity.

With that, KA had an increase in students who had existing IEP or 504 plans under IDEA. Interestingly, newly enrolled KA students with IEP or 504 plans were non-compliant, creating an increased workload for teachers and staff. All IDEA qualified students met with the KA special education team to determine if KA was able to provide FAPE in accordance with HRS302D-30. If KA was able to provide FAPE, then a COVID Contingency Plan meeting was held along with any other meetings necessary to assure compliance.

Since the onboard of Harmony the Kamalani Academy team meets with Harmony several times a week to assure educational progress with students are reviewed, discussed and next step plans if needed.

Enrollment Irregularity: (page 4-6 in supporting documents)

The May 15th projection included 263 students and on the Oct. 15 date we were at 335 according to this document. However, SSES indicated our Oct. 15 count enrollment was 341 which is well under our charter contract of 477 on page 37 (Exhibit A) of our approved charter school contract. Furthermore, there is no statute that sets in stone the May 15 projection enrollment number. Nor is there a statute in regards to charter schools using the Hawaii DOE August count date to identify irregularities in the Charter School Count date of Oct. 15. Kamalani Academy is required to follow its enrollment process which they did.

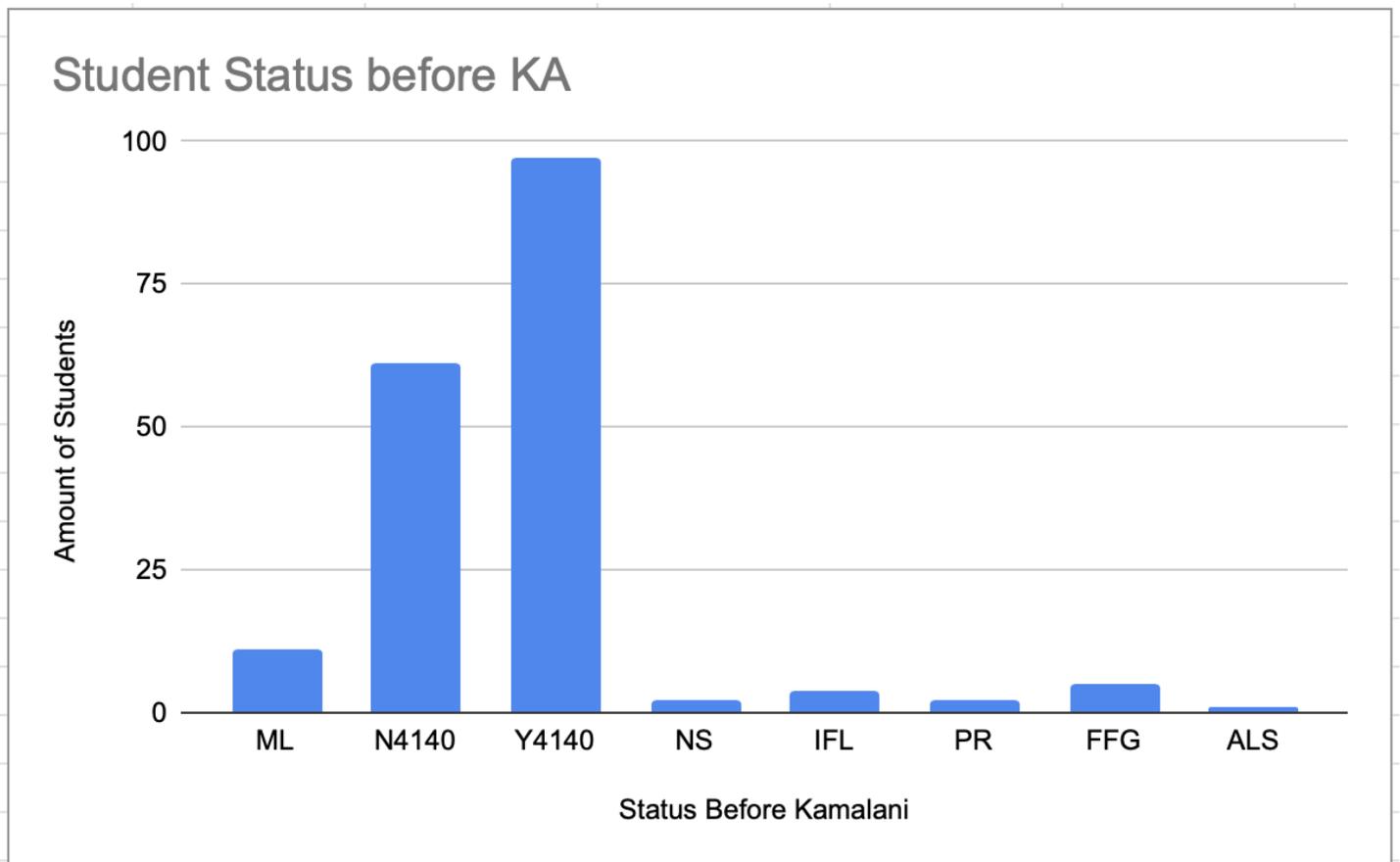
From the Months of May - October here is our enrollment breakdown.

Month	New In-Person	New Virtual
May Projected	263	
June	10	0
July	7	0
August	5	0
September	6	172
October	2	11

As you can see by the above table we had consistent new enrollment during the summer and into the school year in person and virtually. This chart does not include students who disenrolled. Kamalani Academy is located in the Wahiawa community where two major military installations are located. With having military

dependents we have students moving out of Hawaii and into Hawaii . This also plays a factor into our constant enrollment.

As you can see from the data tables below, the majority of our virtual students transferred in from being identified as home schooled students. Many students who are homeschooled do not have access to appropriate curriculum and materials for learning. The Harmony curriculum program provides this service to those students. The majority of our DOE transfers that were not 4140 had not attended school this year as parents did not want them attending in person and the DOE school did not have space or did not have virtual learning.



A	B	C
Student Status before KA	Code	Amount
From the Mainland	ML	11
Not a 4140 student	N4140	61
Yes a 4140 student	Y4140	97
No Show	NS	2
In-Flight	IFL	4
Private	PR	2
First time entry to first grade	FFG	5
Alternative School	ALS	1
		183

In regards to the difference between August and October as is stated in the background information this was during the time where COVID19 cases were increasing at a fast rate and we had a positive case on campus. Positive COVID cases were in an upward trendline for more than the two week consideration guidelines. The Harmony curriculum program was voted on in the August Governing Board meeting. After setting up meetings, we started to receive applications. Kamalani Academy followed our enrollment process and experienced many issues receiving release packets from Hawaii DOE schools. These issues included, Hawaii DOE schools not having staff to release students, parents not being able to get ahold of Hawaii DOE offices, or requests were sent to the Hawaii DOE school on more than one occasion without receipt.

There are several underlying questions in regards to the paragraph that states concerns from B&F:

- What is the significant enrollment increase?
- What are the potential major ramifications?
- How is this affecting funding?
- How does Kamalani Academy's enrollment have anything to do with the distribution of funds as described in HRS302D-28?

This chart is being given in the supporting documentation. This chart is not labeled and very confusing. Within the chart it has a DOE August Official Enrollment count number. Why are we being measured by a DOE Official Enrollment Count when by statute Charter Schools are measured by the Charter School count date of Oct. 15.

There should be more clarification specifically, how Kamalani Academy's enrollment is related to the Hawaii DOE's per pupil shortfall. Kamalani Academy is within their max occupancy amount. The statement, in regards to the Hawaii DOE shortfall and the delayed funding date, indicating that KA is at fault for DOE's pupil shortfall is incorrect and misleading.

	Enrollment Count			Enrollment Count
October 15 Enrollment Count	12,234		October 15 Enrollment Count	12,234
May 15 Enrollment Projection	12,946		DOE August Official Enrollment Count	12,097
Difference	-712		Difference	137

In the chart below there was a decrease in enrollment for charters and Hawaii DOE, at that time, blame was not being put on charter schools. In the 21-22 school year Charters have an increase of 137 students and the Hawaii DOE has a decrease of 712 students. In this situation Kamalani Academy, as a Hawaii State Public Charter school, is being blamed for a shortfall in funding.

	SY 19-20	SY 20-21		Total
Hawaii DOE	162,491	159,503	+2,106	-882
Charters	12,231	12,097		-134

The commission staff has incorrectly reported that an inquiry was made after the September board meeting without information being provided to the commission staff that was in attendance. At the end of the September board meeting the commission staff member asked to speak to the principal and the board chair to ask questions regarding the Harmony curriculum program. The principal and the board chair complied with this request. The commission staff member was able to ask her questions and all questions were answered.

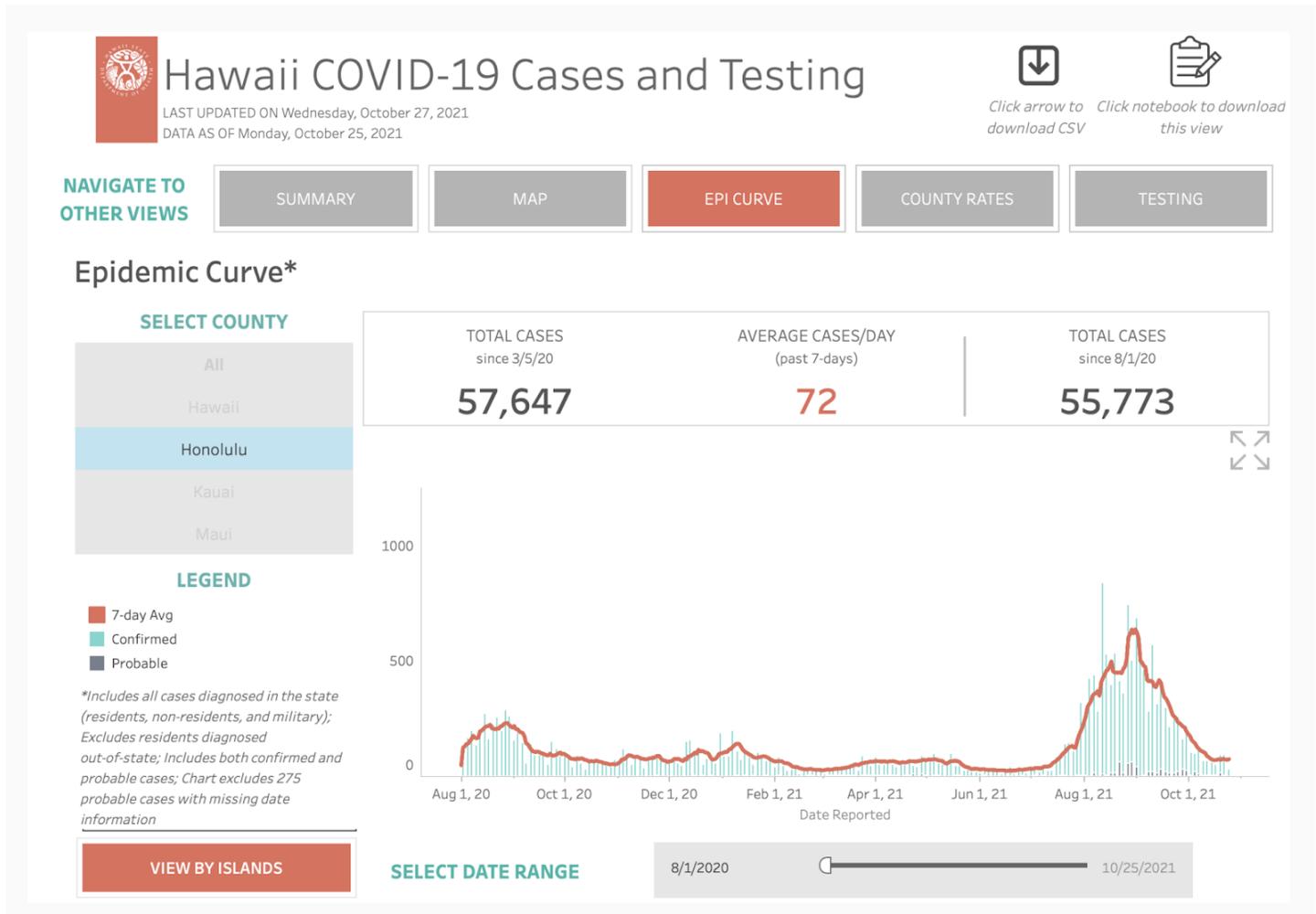
A few days later the same commission staff member emailed the Kamalani Governing Board Chair to ask follow up questions. The Kamalani Academy Governing Board Chair requested that they speak to the principal as he was leaving on a 3 week international trip. Yvonne the Interam Executive Director replied to his email stating that she wanted to speak to a governing board member only.

In regards to Kamalani Academy not being authorized to provide virtual learning this statement is false. According to the May 13, 2021 Charter Commission Board Meeting took action on extending virtual and blended learning platforms to all 37 Hawaii State Public Charter schools until June of 2022. In accordance to HRS302D-12(f) : (The governing board shall be the independent governing body of its charter school and shall have oversight over and be responsible for the financial, organizational, and academic viability of the charter school, implementation of the charter, and the independent authority to determine the organization and management of the school, the curriculum, virtual education, and compliance with applicable federal and state laws) the Kamalani Academy Governing Board has the authority to determine the organization and management of the schools virtual learning program. Due to this Hawaii State Revised Statute the Kamalani

Academy does not need the Hawaii State Charter Commissions approval. Curriculum and virtual education is in the purview of the Kamalani Academy Governing Board not the Hawaii State Charter Commission.

In regards to the school year 21-22 opening plan, where is the documentation proving that KA was using a 100% in person learning module? As stated in the principal report during the September board meeting, the opening of school plan indicated in person and virtual learning. As stated in the background information Kamalani Academy had a goal to start the school year with full in person, however the Delta Variant made this increasingly difficult.

As you can see by the below graphic for the Honolulu County a drastic increase in Covid19 cases starting in August of 2021.



Kamalani Academy abides by all of the temporary extension of blended and virtual learning requirements put forth by the Hawaii State Public Charter Commission. Wahiwa is included in the DOH high positive Covid case area as Kamalani Academy academy was approached by the DOH to take part as a community testing site as well as a vaccine site for ages 5-11.

The Harmony curriculum program was presented in the August Kamalani Academy Governing Board Meeting for public input. So the statement in regards to it not being presented in a public forum is also false as seen in the Kamalani Academy Governing Board August agenda and minutes on the school website.

In the support documents that are included in the Hawaii State Charter Commission is section 41 (the non facilities per pupil allocation) and specifies the role of the director of finance. Section 41 states “the director of finance shall insure that non facility per pupil general fund amounts allocated for department of education and charter school students are equal on an annualized fiscal year basis”. Equality is the essential word in regards to funding as often times this is not usually the goal. During Covid19 there are many guiding documents released for schools to make the best decisions for their school communities. Charters do have more autonomy compared to Hawaii DOE schools. It seems from this issue being raised that Charter schools are being punished for having autonomy even though that is their right under HRS302D. Kamalani Academy as well as many Hawaii DOE schools have an online virtual platform to assist in virtual learning for their families. I would only hope if funding to Kamalani Academy is revoked for their virtual learning students, the same would happen for the over 600 students attending a virtual learning program with the Hawaii DOE.

In the support documents that are included in the Hawaii State Charter Commission documents you will find a spreadsheet with all of the Hawaii State Charter Schools enrollment numbers. In this Hawaii State Charter School Commission meeting agenda it is listed that Kanu o ka Aina also has an increase however according to this document this is a false statement. However there are other charter schools that have an increase in enrollment compared to the May 15 projection date. None of these schools are being pinpointed and bullied like the three charter schools under this agenda item.

In the support documents that are included in the Hawaii State Charter Commission documents is a letter from B&F to Senate President Kouchi and Speaker Saiki. In this letter the Hawaii State Charter Commission has noted that a school has enrollment discrepancies and the discrepancy is being investigated. How is an increase in enrollment an enrollment discrepancy? How did the Hawaii State Charter Commission come to this conclusion to have an investigation without a public meeting and without notifying the Kamalani Academy Governing Board? Historically when an investigation takes place all parties provide information to determine an outcome. Kamalani Academy followed their enrollment process, abided by Hawaii Revised Statutes; HRS302D-12(f), HRS302D-12(l), HRS302D-30, and HRS302D-34, The Kamalani Academy charter requirements, as well as commission staff guidance.

Kamalani Academy takes pride in providing service to our community. Virtual learning has been deemed a great service to our community and is allowing students to learn from home in response to Covid 19 concerns.

Kamalani Academy is always open to a collaborative approach between the Hawaii State Charter Commission and the Kamalani Academy Team. The Hawaii State Charter Commission staff has yet to sit down with the Kamalani Academy team to discuss any concerns and/or questions other than 5 mins after the September governing board meeting. Kamalani Academy was not notified of the agenda items that pertained to Kamalani Academy with enough time to provide written testimony. It is imperative that if one charter school is held to a specific standard that it is equitable across all charter schools as well as all Hawaii DOE schools especially in regards to funding. This testimony is given with the good faith that Kamalani Academy will not be retaliated against from the commission and its staff as previously experienced.