



KANU O KA 'ĀINA

New Century Public Charter School

Kūlia i ka nu'u - Strive to reach you highest

December 16, 2020

Aloha e Commissioner Alencastre, and Commissioners,

There are 84 changes to the proposed contract 4.0, they are substantive changes. The tone and intent of the proposed contract is hostile, punitive and its intent is not in alignment with national best practice or Hawaii law. Kanu is requesting that we be allowed to propose a different contract through a working group with the stakeholders. Main issues with the current draft include but are not limited to:

1. The contract should be in accordance with national best practice, [NACSA National Best Practice Policy Guide - Charter School Contracts](#). It should be state general terms and mutual covenants.
2. Any formal process regarding contract 3.0 must be separate from contract 4.0.
3. The current contract removes the schools "due process rights" in many areas.
4. There are general statements that allow the commission to substantially change contract components at any time.
5. The current contract is not following HRS 302D-1 ("Charter contract" or "charter " means a fixed-term, bilateral, renewable contract between a public charter school and an authorizer that outlines the roles, powers, responsibilities, and performance expectations for each party to the contract.)
6. The current contract is not following §302D-12 4(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 governing board shall ensure its school complies with the terms of the charter contract between the authorizer and the school. The governing board shall have the power to negotiate supplemental collective bargaining agreements with the exclusive representatives of their employees.

Kanu o ka Aina formally requests individual school negotiations in accordance with HRS 302D-5(a)(4).

Taffi Wise,
Kanu o ka Aina NCPCS, CBO