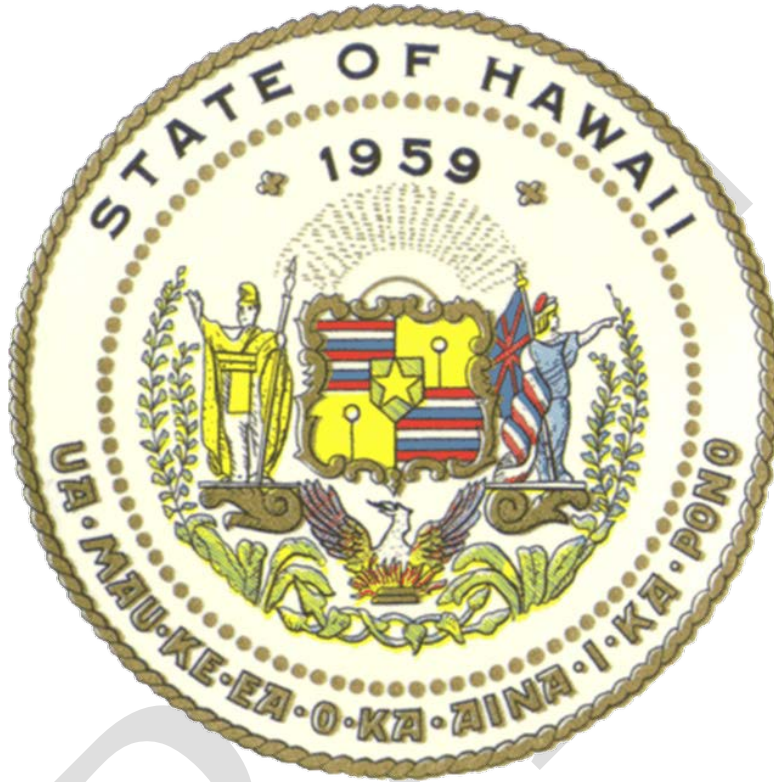


State Public Charter School Commission



**Public Charter School Contract
with**

[SCHOOL NAME]

Effective July 01, 2021

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DRAFT

PARTIES

This **CHARTER SCHOOL CONTRACT** (the “**Charter Contract**”) is effective as of **July 01, 2021** and entered into by and between the **STATE PUBLIC CHARTER SCHOOL COMMISSION** (the “**Commission**”), an agency of the State of Hawai‘i, whose mission is to authorize high quality public charter schools throughout the state, and to ensure the highest standards of accountability and oversight for charter schools, located at 1164 Bishop Street, Suite 1100, Honolulu, Hawai‘i, 96813, and **[SCHOOL NAME]**, (the “**School**”), represented by its Governing Board, whose mailing address **[ADDRESS]**, (singularly the “Party” and collectively the “Parties”).

RECITALS

WHEREAS, pursuant to Chapter §302D of the Hawai‘i Revised Statutes, (the “HRS”), the Commission has the authority to approve quality charter applications to establish a public charter school, to monitor, oversee, evaluate, and renew, not renew and/or revoke charters consistent with the spirit and intent of this chapter;

WHEREAS, on **[DATE]**, the School submitted a Renewal Application following HRS §302D-18 to continue to operate as a public charter school (the “**Application**”);

WHEREAS, the Commission has determined (i) that the Application satisfies the requirements found in HRS §302D and any other requirements set by the Commission as allowed by statute; and (ii) approved the Application subject to the execution of this Contract by and between the Commission and the School as represented by their Governing Board;

WHEREAS, HRS §302D-12(f) gives broad decision-making authority over school operations to the Governing Board of the School (the “**Governing Board**”), including oversight and responsibility for the financial, organizational, and academic viability of the Charter School, implementation of the Charter Contract, 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;

WHEREAS, the Commission and the School seek to foster a cooperative and responsive relationship, to commit to act in the best interests of the students, families, and communities that they serve;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the parties agree as follows:

ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT

Section 1.1 Purpose

This Contract outlines the roles, powers, responsibilities, and performance expectations for each party to this Charter Contract in the renewal and operation of [SCHOOL], (the “School”). Both parties must comply with all of the terms and provisions of this Charter School Contract (the “Charter Contract”) and all applicable rules, regulations and laws.

Section 1.2 Term of Contract

This is a 5 (five) year Contract and is effective as of July 01, 2021, and will remain in full force and effect through June 30, 2026, unless sooner revoked or terminated in accordance with HRS §302D-18 and as provided herein.

Section 1.3 Conditions

The School shall meet all of the Conditions identified in Exhibit “C”: “Conditions” by the dates specified. The Commission may waive or modify the conditions or may grant the School an extension, not to exceed 12 (twelve) months, of the previous contract upon good cause shown.

ARTICLE II: SCHOOL CHARTER AND MISSION

Section 2.1 Charter

The School shall establish a public charter school in the State of Hawai'i on the island(s) listed in the table below. Facilities will be located at the address(es) listed in the table below along with the grades served, (see also Exhibit "A"), in accordance with this Charter Contract, the Hawai'i Revised Statutes, and other applicable federal, state and County laws, codes, and ordinances. This Charter Contract shall constitute the School's charter and shall be binding on the School, the Governing Board, and the Commission.

Island	Address	Grade Levels Served
[ISLAND]	[ADDRESS]	[GRADE LEVELS]

Section 2.2 Incorporation of Charter School Information Form

The Charter School Information Form is specifically included as part of the School's Charter Contract and incorporated into this Contract by language and attached as Exhibit "A" hereto.

Section 2.3 Mission Statement

The School shall operate in accordance with its mission statement: [insert mission statement]

Section 2.4 Amendment to Charter Contract

The School shall submit for the Commission's approval a Petition To Amend Charter Contract for **any** proposed changes to the provisions of this Charter Contract, except that a School shall not be required to provide the Commission with a Petition for any proposed changes to its Bylaws. Failure to obtain Commission's approval shall be considered a material breach of this Charter Contract and subject to Non-renewal or Revocation proceedings pursuant to Article XVIII below.

ARTICLE III: DEFINITIONS

For the purposes of this Contract, and in addition to the terms defined throughout this Charter Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

“Applicant Governing Board” means in addition to the definition set forth in §302D-1 of the Hawai‘i Revised Statutes, the qualified Applicant Governing Board that submitted the Application approved by the Commission and subject to this Contract. For purposes of this Contract, the School, School Governing Board, and Applicant are one and the same and are responsible for compliance with all legal requirements to which the School is subject under Applicable Law and this Contract.

“Application” means the application and supporting documentation submitted by the Applicant to the Commission seeking to open and operate a charter school in response to the Commission’s solicitation. The Application is incorporated into, made part of this Contract and attached as **Public Charter School Application**.

“Applicable Law” means all local, state, and federal laws, ordinances, rules and regulations applicable to the operation of a charter school in the State of Hawai‘i, as they currently exist or are amended throughout the duration of the Contract. When a provision of this Contract requires the School to comply with all federal, state, and local laws, ordinances, rules, or regulations, or some combination thereof, without specific reference or citation, the language encompasses those laws that are applicable to charter schools. If there is a disagreement about what laws are applicable or the extent to which a given law is applicable, the parties shall engage in good faith discussions in an effort to determine applicability and the associated scope. However, the Commission shall be the ultimate authority regarding what laws apply to the charter schools it has authorized and the extent to which they apply.

“Asset” means land, infrastructure, improvements to land, buildings, leasehold improvements, vehicles, furnishings, equipment, collections, and all other tangible and intangible assets that are used in school operations, including “Small and Attractive Assets”.

“Authorizer” means an entity established under Chapter 302D of the Hawai‘i Revised Statutes with chartering authority to review charter applications, decide whether to approve or deny charter applications, enter into charter contracts with applicants, oversee public charter schools, and decide whether to authorize, renew, deny renewal of, or revoke charter contracts. The term may include the Commission when appropriate.

“Board of Education” means The Hawai‘i Board of Education (BOE) which has authority to promulgate rules for educational policy.

“Charter Contract” means in addition to the definition set forth in HRS §302D-1, the Terms and Conditions, and Exhibits.

“Commission” means the State Public Charter School Commission established pursuant to HRS §302D-3 as a statewide authorizer. The term Commission includes the Commission’s staff, employees, or other designee.

“Department” means The Hawai‘i Department of Education (HIDOE).

“Educational Service Provider” (ESP) means 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 or operation of the School, in return for fees.

“Exhibit” means the following contract documents: Exhibit A: Charter School Information Form; Exhibit B: Performance Frameworks; and Exhibit C: Conditions.

“Governing Board” means, in addition to the definition set forth in §302D-1 of the Hawai‘i Revised Statutes, the independent board of the School that must at all times be appointed, operated, and governed in accordance with its Bylaws, the Application, legal obligations, and this Charter Contract. The Governing Board 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 all applicable federal, State, and County laws, codes and ordinances. For purposes of this Contract, the School and School Governing Board are one and the same and are responsible for compliance with all legal requirements to which the School is subject under Applicable Law and this Contract.

“Hawai‘i Administrative Rules (HAR)” means the currently effective regulations promulgated by the State agencies of Hawai‘i.

“Hawai‘i Revised Statutes (HRS)” means the current effective laws of Hawai‘i.

“Known” or “Knowledge” means that a representative of the School’s Governing Board and/or the School is aware of a fact, circumstance, or result, or has information that would lead a reasonable person in the same situation to believe that the facts,

circumstances, or results exist. When knowledge triggers or impacts a legal responsibility or obligation of the School's Governing Board or School, then failure to act in accordance with those legal responsibilities or obligations may be considered a material and substantial violation of this Contract.

"Master Calendar" means the compliance calendar annually issued by the Commission.

"Performance Framework" means the assessment tool that sets forth the performance indicators, measures, and metrics used by the Commission to guide their evaluation of the School's academic, organizational, and financial performance under the Charter Contract.

"Public Charter School" means a public school and their respective Governing Board authorized by the Commission and holding a current charter contract to operate as a Charter School under HRS §302D, with the flexibility and independent authority with regard to curriculum, facilities management, and personnel management.

"School Board" or "Charter School Board" means the "Governing Board", as used in this Charter Contract and defined in HRS §302D. For purposes of this Charter Contract the School, School Board, Charter School Board, Governing Board, and Applicant are one and the same and are responsible for compliance with all legal requirements to which the Charter School is subject under Applicable Law and this Contract.

"School Community" means the school administration, teachers, non-certificated staff, students, parents, other community members, and members of the Governing Board.

"Site-Relevant Diagnostics" means a brief assessment that is typically administered three times per year - fall, winter, and spring to determine students' level of knowledge, skills, and understandings. All students on campus participate in the process, including those identified as needing special education or gifted services.

ARTICLE IV: GOVERNANCE OF SCHOOL

Section 4.1 Governing Board Responsibilities

The Governing Board, as defined by HRS §302D is a party to this Contract with the Commission, is responsible for the oversight of the school including but not limited to the operations, the academic outcomes and the financial management. The Governing Board is also responsible for ensuring compliance with all applicable laws and managing any contracts with administrative personnel and/or Educational Service Providers.

Section 4.2 State Code of Ethics and Code of Conduct

Because charter schools are public schools, the Governing Board and School employees shall comply with the State Code of Ethics, codified in HRS §84. The School's Governing Board, employees, contractors, and volunteers must also comply with the Code of Conduct developed and implemented by the Commission, as required in Hawai'i Board of Education (BOE) Policy 201-1.

Section 4.3 Governing Board Membership

1. The Governing Board shall have a consistent process for and maintain records of the selection of Board Members. The selection records shall include the candidate's qualifications to serve, and the Board's decision on the Board Member's application.
2. The Governing Board members should meet the individual standards set in HRS § 302D-12, and, collectively possess the knowledge, experience, and skills to effectively oversee the School's academic, financial, and organizational program.
3. After renewal, when vacancies occur and new members are proposed, the Governing Board shall submit a School Governing Board Member Information Form to the Commission which includes the new Governing Board member candidate, their qualifications, and the current Governing Board's review and comments to the Commission at least 14 business days prior to the date the current Governing Board plans to vote on accepting the candidate's joining the Governing Board.

Section 4.4 Governing Board Meetings

The School's Governing Board is a public body accountable to the authorizer, to the state and federal government, and to the community their School serves and pursuant to HRS §302D-12(h) the Governing Board shall hold meetings open to the public. To enable public attendance and participation in person or through remote technology, Governing Board meetings must be held in a way sufficient to accommodate public participation. If meetings are held in a small venue, the Governing Board will need to provide overflow space where attendees can hear testimony and discussion of the Governing Board members.

Section 4.5 Governing Board Reporting

1. To ensure the School Community can attend and participate in Governing Board meetings, in accordance with HRS §302D-12(h), the Governing Board shall have the following available in a public area in the School's office, accessible for review during regular business hours, and on the School's website:
 - a. Governing Board meeting notices and agendas as specified in HRS §302D-12(h)(2);
 - b. Written Governing Board meeting minutes as specified in HRS §§ 302D-12(h)(3) and (5); and
 - c. A list of the current names and contact information of the Governing Board's members and officers.
2. The Governing Board will provide the following to the Commission:
 - a. Current Governing Board By-Laws;
 - b. Meeting agendas; and
 - c. Complete minutes.

The Commission may regularly review the School's website to ensure compliance with these provisions and to verify that other information on the website is accurate, and complies with this Charter Contract and applicable laws.

Section 4.6 School Governing Board Member Information

In order to facilitate regular and emergency communications, the Governing Board shall provide the Commission an updated list of all current member names and contact information which will include the following for each member:

- (a). Name, position held, term dates (mm/dd/yy - mm/dd/yy) with board;
- (b). public facing phone number and email address;
- (c). emergency contact phone number and email, (Commission use only); and
- (d). Resume.

Providing a generic email address or phone number for all members will not satisfy this requirement. This information shall be provided within 14 business days of the start of the school year and kept updated thereafter. When vacancies occur and new members are proposed, the Governing Board shall submit an updated School Governing Board Member Information Form to the Commission which includes the new Governing Board member,

ARTICLE V: SCHOOL PERFORMANCE

Section 5.1 Performance Frameworks

The School's academic, financial, and organizational performance under this Charter Contract shall be evaluated using the Academic, Financial, and Organizational Performance Frameworks, respectively, all are collectively 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.

1. The Commission will monitor and annually report on the School's progress as set out in the Performance Frameworks.
2. The evaluation of the School under the Performance Frameworks shall provide guidance for the Commission to renew, revoke, terminate or take other action on the Charter Contract.
3. The Commission reserves the right to amend the Charter School Performance Frameworks set out in Exhibit "B". The School will be required to comply with any amendments of the Charter School Performance Frameworks.
4. If the School does not meet the performance standards in the Performance Frameworks, it may receive a Notice of Concern pursuant to Section 17.7.
5. Failure to meet or make substantial progress toward meeting the performance standards may be sufficient justification to revoke or non-renew the School's Charter.
6. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

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 law, State or federal accountability requirements as set forth in law or policies, or circumstances that make assessment based on the existing Performance Frameworks impracticable.

Section 5.3 Data and Reports

The School shall promptly provide to the Commission any information, data, documentation, evidence and reports necessary for the Commission to meet its oversight and reporting obligations as outlined in HRS §302D-17. When the request is for on-site inspection of records, prompt is defined as immediate access. If the request is for reproduction of records, then the Commission will include a timeframe in which the records must be provided; adherence to this timeframe will be considered prompt.

The School shall submit all data, worksheets, reports, and other information required by HIDOE and the Commission in accordance with any deadlines imposed. Failure to provide reports, data, documentation, or evidence by the date due is a material violation of the Charter Contract.

Section 5.4 Multiple School Locations and Oversight

Schools operating more than one campus or classroom in other locations from the main site may be required to address identified Performance Frameworks concerns or deficiencies at all of its locations without the Commission conducting an investigation or inquiry at each School site.

Section 5.5 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.

ARTICLE VI: ACADEMIC PERFORMANCE

Section 6.1 Ages-Grades Served

The School shall provide instruction to students in [grades]. In each of the succeeding 5 (five) Academic Years, the School may provide instruction to students in accordance with **Exhibit “A”**.

Section 6.2 Material Elements of the Educational Program

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”** shall be considered a material change to the Contract and shall require prior written approval by the Commission. This approval shall be informed by an analysis of the School’s performance guided by the Performance Frameworks and this contract.

Section 6.3 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 6.4 Curriculum

The School shall have exclusive control over its instructional methods, consistent with HRS §302D-12. The School shall submit to the Commission a Petition to Amend Charter Contract for any material changes to the Charter Contract such as the School’s mission and/or vision that may occur as a result of the School’s change in curriculum. This request to amend Charter Contract shall be submitted no later than April 1 prior to the Academic Year in which the modified curriculum will take effect. The School shall provide the Commission with any materials requested by the Commission in connection with the petition for charter revision. A change in textbooks, formative assessments, or other instructional resources shall not be deemed a material change.

Section 6.5 Virtual and Blended Programs

Virtual and blended learning programs authorized by the Commission shall adhere to the Commission’s Online Virtual and Blended Learning Guidelines.

Section 6.6 Students with Disabilities

The Department of Education (the “HIDOE”) is the State of Hawai’i’s “state education agency” (the “SEA”) and “local education agency” (the “LEA”) for purposes of compliance with the individuals with Disabilities Education Act (the “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, procedures, and directives regarding the education of students with disabilities, including but not limited to Chapter 8-60, Hawai’i Administrative Rules (the “HAR”).

The Department is statutorily responsible for the provision of a free and appropriate public education as defined by Section 504 of the Rehabilitation Act of 1973, (34 C.F.R. Part 104.4), (“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 (the “IEP”) pursuant to HRS §302D-30.

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

Section 6.7 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, Citation 29 CFR Part 1630; 42 U.S.C. 12101 et seq.; Pub. L. 110-325, (the “ADAAA”) and all related Department rules, policies, and procedures in its general curriculum, including but not limited to the implementation of any Section 504 plan that has been developed for a student. The Department 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.

The School shall provide services and accommodations to students with disabilities in accordance with part B of the Individuals with Disabilities Education Act (20 U.S.C. §1411 *et seq.*), the Americans with Disabilities Act Amendments Act of 2008, Citation 29 CFR Part 1630; 42 U.S.C. 12101 et seq.; Pub. L. 110-325, Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. §794), and any other federal requirements concerning the education of students with disabilities.

Section 6.8 English Learners

The School shall provide services to students who are English Learners in compliance with all applicable federal and State laws, regulations, rules, court orders, policies, procedures, and guidance, to ensure linguistic accessibility to the School’s educational program. Should the Department 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, in meeting the State academic content and student academic achievement standards that all public school students are expected to meet.

Section 6.9 Academic Performance Framework

The Academic Performance Framework adopted by the Commission and attached in **Exhibit “B”** outlines the measures by which a charter school’s academic performance will be evaluated for purposes of annual monitoring, potential interventions and plans for improvement, and renewal and revocation decisions. A school will be evaluated on each performance measure and will receive a rating for each measure as well as a composite score that encompasses the entire academic performance framework (APF).

Section 6.10 Academic Performance Indicators

The APF, is comprised of five indicators:

1. **Mission Aligned Initiative** - measures mission-focused educational goals through documentation and oral presentation to the Commission
2. **Standardized Assessments**
 - i. **Absolute Achievement** - shows how students have performed at a single point in time (a snapshot) on particular assessments (including but not limited to state standardized assessments)
 - ii. **Student Progress Over Time (Growth)** - examines how individual students have improved over time on a particular assessment (including but not limited to state standardized assessments).
 - iii. **Achievement Gaps** - differences in performance between high-needs and non-high needs students
 - iv. **Post-Secondary Readiness and Success** - Graduation and Promotion rate for all grades
 - v. **Comparative Performance - Complex Area** - measures comparative performance between the charter school and its geographic complex in ELA, math, and science
3. **Student Engagement** - focuses on basic, objective measures of student engagement in school, such as chronic absenteeism and continuous enrollment
4. **School Reported Data on Site-Relevant Diagnostics** - depicts student achievement/growth in Reading and Math at critical points throughout the school year utilizing site-relevant diagnostics.

Section 6.11 Academic Performance Evaluation

The School shall:

- Provide a comprehensive educational program that aligns with the state academic standards prescribed by the HDOE for the grades approved to operate.
- Participate in the State-required assessments as designated by the HDOE or the U.S. Department of Education.
- Biannually report student level data from school administered assessments.
- Annually report the mission aligned narrative.
- Meet or make substantial progress toward achievement of the performance

standards identified in the Academic Performance Framework. If the School fails to meet its academic performance indicators in any year it may receive a Notice of Concern pursuant to Section 17.7.

Section 6.12 Academic Review and Renewal

1. The School will be deemed to have met its goals and academic achievement expectations for Charter review and renewal if the School has:
 - a. Earned no less than 73 of the possible total 100 points in at least two of the most recent four years in operation; or
 - b. If the School's performance over the last four years averages out to no less than 73 of the possible total 100 points.
2. Improvement Provision: In cases where a school has not achieved the above threshold, the Commission may, at its discretion, determine that a school has met its goals and student achievement expectations if the School has demonstrated consistent improvement on overall scores over the four-year period.

ARTICLE VII: ORGANIZATIONAL PERFORMANCE

Section 7.1 Organizational Framework

The Organizational Performance Framework is comprised of six indicators:

1. Education Program
2. Financial Management
3. Governance and Reporting
4. Students and Employees
5. School Environment
6. Additional Obligations

Section 7.2 Organizational Performance Evaluation

The School shall:

1. Comply with applicable laws, rules, regulations, and provisions of the charter contract.
2. Timely complete and submit all necessary document requests from the Commission in its monitoring and oversight.
3. Create and implement policies and procedures following general practices and guidelines to manage school operations.
4. Maintain and make accessible the policies and procedures as listed but not limited to those found in Section 10.8 School Policies.
5. Comply with all material legal, statutory, regulatory, or contractual requirements contained in the charter contract that are not otherwise stated herein.
6. Meet the requirements by other entities to which the school is accountable in addition to the Charter School Commission.
7. Comply with the Commission as they conduct or require oversight activities including, but not limited to, inquiries, records review, investigations and site visits consistent with HRS §302D-17.

Section 7.3 Organizational Performance Review and Renewal

Schools will receive a rating of Meets Standard, Does Not Meet Standard, and Falls Far Below Standard for each of the indicators listed in **Exhibit "B"**.

The School will be deemed to have met its organizational requirements and expectations for Charter review and renewal if the School receives a rating of "Meets Standard" in the indicators listed in the above Section 7.2

Schools that earn a rating of "Falls Far Below" in any category will receive an immediate Notice of Concern requiring a Corrective Action plan to be submitted to the Commission. Three or more successive years of ratings that include a rating in the "Falls Far Below" category may result in a Notice of Deficiency which may lead to a recommendation of immediate revocation of the charter by the Commission.

ARTICLE VIII: FINANCIAL PERFORMANCE

Section 8.1. Fiscal Responsibilities

The School shall comply with all Applicable Law, including but not limited to, state financial and budget rules, regulations, and financial reporting requirements, as well as the requirements contained in the Commission's Charter School Performance Frameworks, (see **Exhibit "B"**). The School shall operate, maintain accurate comprehensive financial records, and practice governmental accounting in accordance with Generally Accepted Accounting Principles ("GAAP") and other generally accepted standards of fiscal management and sound business practices to use public funds in a fiscally responsible manner. The School's accounting methods shall comply in all instances with any applicable governmental accounting requirements and be subject to financial examinations and audits as determined by the Commission or the state auditor, including annual audits for legal and fiscal compliance.

Section 8.2 Financial Oversight

The Commission shall have the authority to conduct or require appropriate inquiries, financial reviews, audits, and investigations pursuant to HRS §302D-17. The School shall provide the Commission full access to its fiscal and accounting books, documents, and files.

Section 8.3 Fiscal Year

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

Section 8.4 Financial Controls: School Management

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

1. Budgets;
2. Accounting policies and procedures;
3. Payroll procedures;
4. Financial reporting; and
5. Internal control procedures for receipts, disbursements, purchases, payroll, inventory, use of credit cards, debit cards, and fixed assets.

Section 8.5 Financial Controls: Governance

At all times, the School shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to:

1. Generally Accepted Accounting Principles and the capacity to implement them;
2. Appropriate and adequate practices to maintain and monitor School banking accounts, credit, and/or debit card accounts;

3. Adequate payroll procedures;
4. Procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year;
5. Internal control procedures for cash receipts, cash disbursements, and purchases;
6. Procedures identified in the Application; and
7. Maintenance of asset registers and financial procedures for grants in accordance with applicable state and federal law.

Section 8.6 No Commingling of Assets

Schools shall not commingle assets. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Commission. Additionally, public funds and assets received by the School shall be tracked and accounted for separately.

Section 8.7 Encumbrances

The School may issue secured and unsecured debt, including pledging, assigning or encumbering its assets to manage cash flow, improve operations, or finance the acquisition of real property or equipment. Provided that the School shall not:

1. Pledge, assign or encumber any public funds received or to be received pursuant to HRS §37D;
2. Encumber its assets in a manner that will jeopardize its fiscal viability;
3. Pledge the full faith and credit of the state or any political subdivision or agency of the state in a manner that conflicts with HRS §37D;
4. Encumber other funds that contain a restriction or prohibition on such encumbrance; or
5. Encumber any funds or assets in violation of the law.

Section 8.8 Bank Accounts

The School shall, upon request, provide the Commission with the name of each financial institution with which it holds an account along with the associated account number. At the request of the Commission, the School shall be required to obtain documentation from all the School's bank accounts or to sign a release and authorization that allows the financial institution to provide documents and information directly to the Commission.

Section 8.9 Quarterly Reports

The School shall prepare quarterly financial reports for the Commission in compliance with generally accepted accounting principles. Such reports shall be submitted to the Commission 30 days after the quarter end for the first, second, and third quarters and 30 days after the year end for the fourth quarter. The form of the quarterly reports will be determined by the Commission.

Section 8.10 Accounting Methods and Records

The School agrees to maintain financial records in accordance with generally accepted accounting principles and to make such records available promptly to the Commission upon request. When the request is for on-site inspection of records, prompt is defined as immediate access. If the request is for reproduction of records, then the Commission will include a timeframe in which the records must be provided; adherence to this timeframe will be considered prompt.

Section 8.11 Financial Records and Separate Accounting

The School shall record all financial transactions in general, appropriations, and revenue and expenditures records. In addition, the School shall make appropriate entries from the adopted budgets in the records for the respective funds, and shall maintain separate ledgers accounting for funds by funding source. Accounts must be reconciled on a monthly basis.

Section 8.12 Location and Access

The School shall maintain, or cause to be maintained, books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Commission, the Office of the State Auditor, other appropriate state agencies, and federal officials so authorized by law, rule, regulation, or contract. The financial records must be maintained for immediate access by the Commission and reasonable access by the public as required by law.

Section 8.13 Disbursement Procedures

The School shall establish procedures for ensuring that funds are disbursed for approved expenditures consistent with the School's budget.

Section 8.14 Compliance with Finance Requirements

The School shall comply with all other legal requirements imposed on charter school finances, budgeting, accounting and expenditures. The Parties will collaborate to assure that they each remain reasonably current on the impact of any legal modifications on charter schools. The School holds ultimate responsibility for compliance with the legal requirements associated with charter school finances, budgeting, accounting and expenditures.

Section 8.15 Annual Budgets

On or before July 10th of each year, the School will submit to the Commission the School's proposed budget for the upcoming fiscal year (September 01 through August 31st). The School shall adopt a budget approved by the Governing Board for each fiscal year, prior to the beginning of the fiscal year. The budget shall:

1. Be presented in a summary format which is consistent with accepted practice in the field;
2. Describes the major objectives of the educational program and manner in which the budget proposes to fulfill such objectives;

3. Be presented in a summary format that will allow for comparisons of revenues and expenditures among charter schools by pupil;
4. Be presented in a format approved by the Commission;
5. Show the amount budgeted for the current fiscal year;
6. Show the amount forecasted to be expended for the current fiscal year;
7. Show the amount budgeted for the upcoming fiscal year;
8. Specify the proposed expenditures and anticipated revenues arising from the contracting of bonded indebtedness by a capital improvement zone, if applicable;
9. Balanced with expenditures, inter-fund transfers, or reserves not in excess of available revenues and beginning fund balances; and
10. Reconcile beginning fund balance on a budgetary basis. Schools with under 1,000 full-time equivalent students for the preceding fiscal year may make a uniform election to be on the cash basis of revenue and expenditure recognition, except for the Debt Service Funds. All other schools shall be on the modified accrual basis for budgeting, accounting, and financial reporting. The School's reconciliation shall include but need not be limited to the liability for accrued salaries and related benefits. The reconciliation shall be included with the final version of the amended budget and the annual audited financial statements.

Section 8.16 School Funding

The School will receive funding in accordance with the provisions of HRS §302D-28 and associated rules and procedures.

Section 8.17 Procurement

Pursuant to HRS §§302D-25(b) and 302D-12(d), the School and its Governing Board shall be exempt from HRS §103D. However, the School's Governing Board shall develop a policy for the procurement of goods, services, and construction consistent with the goals of public accountability and public procurement practices. The Governing Board should also develop procedures to determine the School's adherence to this policy. This policy shall be readily accessible from the School's website.

Section 8.18 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 8.19 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 a chart of accounts.

Section 8.20 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. Under no circumstances shall school funds be used as a line of credit or short term loan to the non-profit.

Section 8.21 Financing Agreements and Credit Cards

The School shall comply with HRS §37D, 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.

Any credit cards issued to the School and used by School staff must be paid in full each month. Use of credit and debit cards issued to the School must be covered by the financial management policy required by Section 8.4 of this Charter Contract. Such policies must require strict spending limits on such cards intended to reduce risk of fraudulent use and require payment of any credit cards in full each month so that no interest is accrued. Upon request the School shall provide the Commission with credit card statements and receipts paid.

Section 8.22 Per-pupil Funding

The School's non-facility general fund per-pupil funding shall be as defined in HRS §302D-28. The Commission shall distribute the School's per-pupil allocation each fiscal year pursuant to HRS §302D-28(f), 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.

Section 8.23 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 as of October 15 directly from the State Department of Education to determine the School's per-pupil funding.

Section 8.24 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 or within sixty days of the closure of the School.

Section 8.25 Per-pupil Funding: Adjustments to Funding

1. 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;
 - d. To pay for system-wide costs from state or federal agencies that cannot be individually billed to each individual School; or
 - e. To withhold funds due to non-compliance in accordance with HRS §302D-28.
2. 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 8.26 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 HRS §302D-29.5. All funds distributed to the School shall be restricted to the purposes of the appropriation.

Section 8.27 Federal Funding

Pursuant to HRS §302D-28, the School shall be eligible for all federal financial support to the same extent as all other public schools. The School shall comply with all applicable federal and state laws and regulations, including programmatic and fiscal requirements required by specific individual grant programs. 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 8.28 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. These monetary contributions or grants should be appropriately noted in any applicable financial reporting requirements for the Commission, State, or federal government.

Section 8.29 Fees

To the extent permitted by HRS §302D-28, the School may charge reasonable fees for co-curricular activities. The School may charge reasonable fees to the extent permitted by law or other payment for after school programs, field trips, or co-curricular activities.

Section 8.30 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 8.31 Financial Reporting: Annual Audits

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); pursuant to HRS §302D-32.

The School shall provide the completed audit or financial review to the Commission after the conclusion of the fiscal year, no later than November 1. The Commission, with reasonable notice to the School, may change this deadline depending on circumstances.

In addition to the regular audits and/or reviews the School shall provide for, the Commission may conduct its own financial reviews or audits. In such instances, upon request by the Commission, the School must provide full access to its fiscal and accounting books, documents, and files.

ARTICLE IX: ADMISSION, ENROLLMENT, AND ATTENDANCE

Section 9.1 Compulsory Education

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

Section 9.2 No Tuition or Fees for Admission, Enrollment, or Attendance

Pursuant to HRS §302D-28, the School may not assess tuition, contributions, or fees of any kind as a condition of admission, enrollment, or attendance. The School may charge reasonable fees to the extent permitted by law or other payment for after school programs, field trips, or co-curricular activities.

Section 9.3 Applications and 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 HIDOE district, then the School shall follow HRS § 302D-34(c). The School shall submit a description of its current lottery process to the Commission and shall provide notice to the Commission if there is a material change made to the current lottery process. The School shall provide the Commission with a written notice of any material change to the lottery process at least thirty (30) days prior to the date of the proposed implementation for comment. The admission policies and procedures, including the lottery procedure, shall be readily accessible from the School's website.

Section 9.4 Enrollment

Enrollment in the School shall be open to all students of ages and grades as set forth in Section 9.1 above who are residents of the State of Hawai'i. 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 and Hawaiian languages, the two official languages of the state pursuant to HRS §1-13, need for special education services, or academic or athletic ability. The School shall not impose enrollment preferences, except as allowed for in HRS §302D-34. Any enrollment preferences adopted by the School shall be included in the admissions policy and procedure. The School shall admit students at any time during the school year until the School has met its grade-level enrollment targets or school-wide enrollment limits approved by the Commission and set forth in **Exhibit "A"**.

Section 9.5 Amendment to Enrollment

The School shall submit to the Commission a Petition to Amend Charter Contract to approve an increase in the maximum enrollment of the School no later than one (1) year before the requested change date with evidence that the School Property has sufficient

capacity to accommodate the increased enrollment, and the quality of the educational program at the School is satisfactory and will not deteriorate as a result of such increase; and such other items as the Commission may request. The School shall maintain accurate and complete enrollment data.

Section 9.6 Attendance

The School shall maintain and adhere to its attendance policy. The policy shall be readily accessible from the School's website, as described in Section 10.8 of the Charter Contract. The School shall maintain daily records of student attendance and absences.

Section 9.7 Attendance: Virtual and/or Blended Learning School/Program

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

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

The School shall maintain daily records of virtual and/or blended student attendance and absences.

Section 9.8 Right to Remain

The School shall comply with the 42 US Code §§11431-11435. Students who fail to attend the School as required by HRS §302A-1132 may be removed from the School's rolls only after the requisite unexcused absences have been documented and all truancy procedures followed, consistent with HRS §§ 302A and 571-11, the provisions of the McKinney-Vento act, and Commission policy.

Section 9.9 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 HRS §§ 302A-1134 and 302A-1134.6, 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 9.10 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.

ARTICLE X: GENERAL OPERATION OF SCHOOL

Section 10.1 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 10.2 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, and Records Management Branch, with regard to the retention and disposal of government records.

Section 10.3 Open Records Law

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

Section 10.4 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)/legal 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 10.8 of this Charter Contract.

Section 10.5 Punishment of Pupils

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

Section 10.6 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 10.8, of this Charter Contract.

Section 10.7 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 HRS § 286-181, any transportation services provided by the School shall follow the safety rules and standards relating to school vehicles, equipment, and drivers adopted by the Hawai'i State Department of Transportation.

Section 10.8 School Policies

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

1. Admissions policies and procedures, including the lottery procedure, as described in Section 9.3 of this Charter Contract;
2. Student conduct and discipline policy, as described in Section 10.4 of this Charter Contract;
3. Complaints procedures, as described in Section 10.6 of this Charter Contract;
4. Attendance policies and procedures, as described in Sections 9.6 and 9.7 of this Charter Contract;
5. Procurement policy, as described in Section 8.17 of this Charter Contract;
6. Safety plan, as described in Section 12.1 of this Charter Contract;
7. Financial management policies and procedures, as described in Section 8.4 of this Charter Contract; and
8. Personnel policies, as described in Section 15.9 of this Charter Contract.
9. Policies and procedures for reporting crime related incidents and suspected child abuse or neglect pursuant to Section 12.5 of the Charter Contract
10. Policies and procedures related to the prohibited use of tobacco and tobacco products pursuant to section 12.6.

ARTICLE XI: EDUCATIONAL SERVICE PROVIDER

Section 11.1 Contracting with an Educational Service Provider

The School shall not enter into a contract or subcontract for comprehensive management or administration services which include, but are not limited to, operational back office functions and services related to the instructional design and operation of the School, in return for fees, unless otherwise agreed to in writing by the Commission or identified in **Exhibit “A”** and reviewed and approved as to form by the School’s Deputy Attorney General.

Section 11.2 Educational Service Provider Requirements

The Commission has 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 Educational Service Provider, (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 Hawai‘i, 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 HIDOE, the Office of the State Auditor, or other authorized party in compliance with Section 17.3 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 15.2 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 Hawai'i law governs any legal proceeding arising out of a dispute between the School and the ESP.

ARTICLE XII: HEALTH AND SAFETY

Section 12.1 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 10.8 of this Charter Contract.

Section 12.2 Food Services

If a School offers any type of food service on campus, the School shall comply with all applicable federal, State and county laws, rules, and regulations related to Food Services including the handling, preparing, and serving of food.

Section 12.3 Health Clearances

The School shall comply with HRS §§ 302A-1154 to 302A-1163, and HAR Chapter 11-157, 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 HRS § 302A-1161, if a child does not complete the immunizations or physical examination required within the period provided by HRS §302A-1155, 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 12.4 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. The school will comply with applicable laws, rules, regulations, and the Commission's guidance document related to safety and the provision of health related services, including but not limited to appropriate nursing services and the dispensing and storage of medications.

Section 12.5 Reporting of Crime-related Incidents

The School shall adopt policies and procedures to:

1. 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:
 - a. Occurred or will occur on School property during School hours or during activities supervised by the School; and
 - b. 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;

- c. Involves suspected child abuse or neglect pursuant to HRS §350-1.1
2. Establish procedures for reporting any incident; and
3. Impose appropriate disciplinary action for failure to report these incidents, including probation, suspension, demotion, and discharge of School officials.

Section 12.6 Use of Tobacco Prohibited

Pursuant to HRS §302A-102, and HAR §8-19-6, the School shall prohibit the use of tobacco and tobacco products at its school or at School functions.

ARTICLE XIII: STUDENT RECORDS AND DATA

Section 13.1 Educational Data

Pursuant to HRS §302D-23, 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 Charter Contract and shall ensure all data is accurate and complete.

Section 13.2 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 13.3 Commission's Annual Report to the BOE and Legislature

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

Section 13.4 Permitted Disclosures and Users by Operators

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

ARTICLE XIV: SCHOOL FACILITIES

Section 14.1 Location

The School facilities are located at the address(es) indicated in **Exhibit “A”** and as described in Section 2.1 above.

Section 14.2 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”**.

Section 14.3 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 HIDOE 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 14.4 Emergency Relocation

In the event of natural disasters, emergencies, and/or damage to a School's facilities, the School may provide educational services at a temporary location not identified in **Exhibit “A”**, provided the School notify the Commission of the location prior to the start of services at the temporary location and submit monthly updates on location status using the Commission's Facility Update Form.

Section 14.5 Non-Emergency Relocation or Expansion of Facilities

The School's relocation from the original facility or the request for additional facilities for non-emergency reasons shall constitute a material change to the Contract and shall require prior written approval by the Commission pursuant to Section 2.4 of this Charter Contract.

1. Consideration by the Commission for the School's facility relocation or an additional campus at a different location will require the School to meet the following conditions:
 - a. Any previously authorized campuses must have opened;
 - b. The School programs earn at least a 73%, or its equivalent, on the Academic Performance Framework (APF) for the most recent year of reporting;

- c. There have been no material violations of the law and neither the School nor any existing campus is under a charter Notice of Concern described in Section 17.7;
 - d. The School shall provide educational services, including the delivery of instruction, primarily at locations identified in **Exhibit "A"**.
- 2. The School shall submit to the Commission for its approval of the proposed relocation or additional campus no later than April 1 prior to the Academic Year in which the relocated or additional campus will open.
 - a. The Commission shall approve or deny the proposed location within 90 days of the School's submitted proposal.
 - b. For new charter schools, the Commission reserves the right to delay or prohibit the School's opening of an additional campus until the School has satisfied each of the Pre-opening Conditions.
- 3. Final approval of the relocation or additional campus location 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 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 documentation that the new facilities meet applicable health, safety, fire, building, and zoning code requirements; and
 - e. Submission to the Commission documentation that the new facilities are of sufficient size to safely house the maximum anticipated enrollment.

ARTICLE XV: CHARTER SCHOOL PERSONNEL AND EMPLOYMENT

Section 15.1 Relationship

All employees hired by the School shall be employees of the School and, pursuant to HRS §302D-12, shall be subject to HRS Chapter 84 and considered to be an employee of the State of Hawai'i.

Section 15.2 Criminal History Checks

The School shall conduct criminal history checks, administered by the Hawai'i Criminal Justice Data Center in accordance with HRS §846-2.7, to determine whether a prospective employee, vendor, volunteer, or agent is suitable prior to the commencement of such employment, services, or volunteer work. The School shall consider the results of such background checks in its decision to employ or utilize such persons either directly or through a School Management Contract. From time to time, as established by the School's policies, the School shall conduct periodic background checks of each employee and each person who regularly volunteers at the School at a minimum of once every two years. 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 others. All such decisions shall be subject to applicable federal and state laws and regulations.

Section 15.3 Collective Bargaining

All employees of the School shall be subject to collective bargaining under HRS §89, 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 and the HIDOE.

Section 15.4 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 HRS §378-2. The School shall include a nondiscrimination policy in its policy manual that complies with BOE Policy 900-1.

Section 15.5 Teacher Credentials

All teachers employed to teach at the School must be licensed pursuant to State licensing requirements and meet any other applicable requirements established by federal and State law, or applicable collective bargaining agreements as such requirements may be amended. Unlicensed teachers may be employed at the School only in emergency and other limited situations, provided that the School meets the requirements outlined in HRS §302A-804, for reporting and filling the vacancies with licensed staff as soon as possible.

Section 15.6 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, HIDOE or any State agency including but not limited to the Department of Budget & Finance, Employees' Retirement System, and the Hawai'i Employer-Union Health Benefits Trust Fund. The School shall ensure each employee that qualifies for State benefits receives such benefits.

Section 15.7 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 HIDOE's state ESSA plan and collective bargaining requirements.

Section 15.8 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 15.9 Personnel Policies

The 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 and a copy submitted to the Commission.

ARTICLE XVI: INSURANCE AND LEGAL LIABILITIES

Section 16.1 Insurance

The School shall be covered under the Statewide Risk Management Program pursuant to HRS §41D, 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.

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ARTICLE XVII: COMMISSION OVERSIGHT AND RESPONSIBILITIES

Section 17.1 Oversight and Enforcement

The Commission will manage, supervise, and enforce this Charter Contract. The Commission shall continually monitor the performance and legal compliance of the School under this Contract and hold the School accountable to performance of its obligations as required by federal and state laws and regulations, the Performance Framework, as well as the terms of this Contract. 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 HRS §302D, and adhere to the terms of this Contract. Enforcement of this Charter Contract may include, but is not limited to, taking corrective action, development of corrective action plans, imposing sanctions, non-renewal, revocation, or termination of this Contract.

Section 17.2 Monitoring Related to Federal Programs

The School shall allow the HIDOE access to and provide any information needed to meet its oversight and reporting obligations as the SEA or LEA. The HIDOE 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 17.3 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 HIDOE, the Office of the State 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 17.4 Right to Review

The Commission is a state educational agency with oversight and regulatory authority over the schools that it authorizes as provided by HRS §302D. Upon request, the Commission, or its designee, shall have the right to review all records created, established or maintained by the School in accordance with the provisions of this Contract, Commission policies and regulations, applicable law or federal and state law and regulations. This right shall be in addition to the Commission's right to require the School to submit data and other information to aid in the Commission's oversight and monitoring of the School as provided under this Charter Contract and applicable law. When the request is for on-site inspection of records, the Commission shall be granted immediate access. If the request is for records, then the Commission will include a timeframe in which the records must be provided; the School must adhere to this timeframe.

This information, regardless of the form in which it is disclosed, will be used by the Commission, and its authorized representatives, to satisfy its obligations to audit, evaluate, and conduct compliance and enforcement activities relative to the School.

Section 17.5 Inquiries and Investigations

The Commission may conduct or require oversight activities including, but not limited to, inquiries and investigations consistent with HRS §302D, regulations, and the terms of this Contract. The Commission may gather information or evidence from any individual or entity with information or evidence that may be relevant to the inquiry or investigation.

Section 17.6 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 17.7 Notice of Concern

The Commission may issue a Notice of Concern to notify the School of perceived problems about unsatisfactory performance or failure to meet legal or contractual compliance obligations (including any goals, objectives, or outcomes set in the performance frameworks). The School will be given reasonable opportunity to respond and remedy the problem, unless immediate revocation is warranted.

Failure to issue a Notice of Concern 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 17.8 Notice of Concern Protocols

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:

1. a description of the remedy of the compliance breach, if the breach has been completely remedied, including evidence of such remedy;
2. a written notification disputing the determination that a compliance breach has occurred with accompanying evidence in support of that assertion;
3. a Corrective Action Plan, using the form provided by the Commission, 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.

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

Section 17.9 Notice of Deficiency and Notice of Warning

If the School fails to respond or make progress towards correcting the breach in the time allowed by 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 HRS §302D, and applicable administrative rules.

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

Section 17.10 Other Legal Obligations

Nothing in this Charter Contract will be construed to alter or interfere with the Commission's performance of any obligations imposed under federal or state law.

ARTICLE XVIII: RENEWAL, BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

Section 18.1 Charter Contract Renewal

Pursuant to HRS §302D-18 a Charter Contract may be renewed for a successive five-year terms of duration. Schools seeking to renew their Charter Contract will submit an Application for Contract Renewal in the final year of their 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 Sections 8-505-10 through 8-505-13, HAR. Each school will have 30 days from the time of receipt of the Final Performance Report to respond to the Performance Report, and to complete and submit the contract renewal application. The Commission will conduct a performance review within 45 days of receiving the School's application for renewal. During the performance review, the Commission will determine whether or not the School has earned a renewal of the charter contract and may apply conditions if applicable.

Section 18.2 Non-Renewal of a Charter Contract

At the performance review, 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 Performance Framework, the Commission shall find that sufficient progress was not made toward academic performance expectations when there is a pattern of failing to meet expectations coupled with a downward trend or lack of progress in performance, or there is a pattern of failure to implement corrective action plans in a timely manner. When evaluating this provision for the Organizational and Financial Performance Frameworks, the Commission shall find that progress has not been made when expectations and/or 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.

Section 18.3 Revocation

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

Section 18.4 Breach by the School

Violation of any material provision of this contract may, at the discretion of the Commission, be deemed a breach and be grounds for corrective action up to and including revocation or nonrenewal of this Contract. In making this determination, the Commission will consider the underlying facts and circumstances including, but not limited to, the severity of the violation as well as the frequency of violations and adhere to the applicable procedures contained in HRS §302D-18. Material provisions include, but are not limited to, provisions imposing a requirement to comply with the Commission rules and policies and all applicable laws.

Section 18.5 Termination by the Commission

This Contract may be terminated, after written notice to the School, and the Charter revoked by the Commission in accordance with the provisions of HRS §302D-18 and associated rules and policies.

The Commission may terminate the Contract for any of the following reasons:

1. Any of the grounds provided for under HRS §302D-18, as it exists now or may be amended;
2. A material and substantial violation of any of the terms, condition, standards, or procedures set forth in the Contract;
3. Failure to meet generally accepted standards of fiscal management and/or school's lack of financial viability;
4. Failure to provide the Commission with access to information and records;
5. Substantial violation of any provision of Applicable Law;
6. Failure to meet the goals, objectives, Performance Frameworks expectations, applicable federal requirements or other terms identified in the Contract;
7. Bankruptcy, insolvency, or substantial delinquency in payments, by the School;
8. It is discovered that the Applicant submitted inaccurate, incomplete, or misleading information in its Application or in response to a Commission's request for information or documentation.

This Contract may also be terminated if the Commission determines that there are insufficient funds available for the operation of the School. Insufficient funds shall include, but not be limited to, reduction in, or elimination of, state allocation of funds. It shall also include depletion of grants or other funding sources to a degree that the Commission determines the School is no longer financially viable. Such termination will be effective on the date identified in the notice, which will be 30 days, or sooner, if the Commission determines that a shorter period is warranted.

Section 18.6 Other Remedies

The Commission may impose other appropriate remedies for breach including, but not limited to, imposing sanctions or corrective actions to address apparent deficiencies or noncompliance with legal requirements. These may include a requirement that the School develop and execute a corrective action plan within a specified timeframe. Failure to develop, execute, and/or complete the corrective action plan within the timeframe specified by the Commission will constitute a material and substantial violation of the Contract. This provision shall be implemented in accordance with HRS §302D-5 and §302D-17, the associated rules and guidance issued by the Commission.

Section 18.7 School-Initiated Closure

Should the School choose to terminate this Charter Contract before the end of the Contract term, it must provide the Commission with notice of the decision immediately after it is made, but no later than ninety days before the closure of the school year. Notice shall be made in writing to the Commission.

Section 18.8 Invalid Provision

If any provision of this contract or the legal authority for entering into the Contract is invalidated by the decision of any court or competent jurisdiction, the Commission shall determine whether any of the Contract provisions can be given effect in light of the decision and notify the Governing Board of the extent to which the Contract can remain in effect without the invalid provision. If the Commission determines that the decision implicates the legal authority for entering into the Contract, or materially and substantially alters the Contract provision, the Contract shall terminate on the date that the decision becomes final.

If the legal authority for entering into this Contract is invalidated, then this Contract shall immediately terminate when the Court's order becomes final.

Section 18.9 Financial Insolvency

Pursuant to HRS §302D-28.5, 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, adopted by the Commission.

Section 18.10 Termination for Withdrawal of Authority

In the event that the Commission's authority to perform any of its duties is limited in any way, such that it cannot perform its duties or obligation under the law and/or this Contract, after the commencement of this Contract and prior to normal completion, the Commission may terminate this Contract, in whole or in part, by seven (7) calendar days (or other appropriate time period) written notice to Governing Board. No penalty shall accrue to the Commission in the event this section shall be exercised.

Section 18.11 Termination for Non-Allocation of Funds

If funds are not allocated to continue this Contract in any future period, or it appears that the legislature may not enact a budget before the end of a fiscal year, the Commission may terminate or suspend this Contract by seven (7) calendar days (or other appropriate time period) written notice to the Governing Board. No penalty shall accrue to the Commission in the event this section shall be exercised.

Section 18.12 Termination for Conflict of Interest

The Commission may terminate this Contract by written notice to the Governing Board if it is determined, after due notice and examination, that any party to this Contract has violated the ethics or conflicts of interest provisions of this Contract, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.

Section 18.13 Dissolution

Upon termination of this Charter Contract for any reason by the School, the Commission, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, the Commission may supervise the dissolution of the business and other affairs of the School; provided, however, that in doing so the Commission will not be responsible for and will not assume any liability incurred by the School under this Charter Contract. The Board and School personnel shall cooperate fully with the dissolution of the affairs of the School. The School's obligations for following a termination protocol and dissolving the affairs of the school shall survive the term of this contract.

Section 18.14 Disposition of Remaining Assets

In the event that the School closes, in accordance with Commission policy and Applicable Law, the School shall return to the state any and all remaining public assets, including tangible, intangible, and real property in use by the School but originally owned by the state or assets purchased using at least 25 percent of public funds, provided that any outstanding obligations of the School are fulfilled first pursuant to HRS §302D-19. School owned assets, including tangible, intangible, and real property, remaining after paying the School's debts and obligations and not requiring return or transfer to donors or grantor, or other disposition in accordance with state law, will be disposed of in accordance with state and federal law, including but not limited to HRS §302D-19 as amended. This provision shall survive the term of this contract.

ARTICLE XXIV: GENERAL TERMS

Section 19.1 Entire Contract

The Parties intend this Charter Contract, including all attachments, exhibits, and amendments thereto, contain all the terms and conditions agreed upon by the parties and 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, other understandings, oral or otherwise, regarding the subject matter of this Charter Contract shall be deemed to exist, supplement, explain any terms used in this document or to bind any of the Parties hereto. The Parties understand that any amendments to this Charter Contract needs to be in writing and expressly approved by the Commission.

Section 19.2 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 the Petition to Amend Charter Contract Form 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:

1. To any material term of the School Information Form (**Exhibit "A"**);
2. In school location (relocation of site or adding or terminating sites);
3. In school management arrangement (such as intention to hire or terminate a ESP); and
4. In admissions or enrollment policies or procedures.

Section 19.3 Governing Law

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

Section 19.4 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 19.5 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 19.6 Legal Status of School

Pursuant to HRS §§302D-1 and 302D-25, 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 19.7 Board of Education Authority

Pursuant to its duties under Article X, Section 3, of the Hawai'i 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 19.8 Non-Assignability

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

Section 19.9 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 19.10 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 19.11 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.

ARTICLE XX: NOTICE

Section 20.1 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 20.2 Mandatory Notification

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

1. Any condition that may cause the School to vary from the terms of this Charter Contract or applicable requirements, federal and/or State law;
2. 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;
3. A court judgment that any members of the School Governing Board or School employees have been found guilty; pled no-contest, or accepted a deferred acceptance of a no-contest plea;
4. Any complaint, citation, or default filed against the School by a government agency or lessor;
5. Any inaccuracy found in enrollment count or other data provided to the Commission;
6. The School receives a notice or is otherwise informed that the School is a party to a legal suit;
7. Severe damage to a School's facilities that render the facilities unusable and require the School to relocate; or
8. A default on any obligation, which shall include debts for which payments are past due by ninety (90) calendar days or more.

Section 20.3 Notices

Unless otherwise specified by law, any notice required or permitted under this Contract shall be in writing and shall be effective upon delivery: (a) personally, (b) electronically via email; or (c) by United States first class mail, postage prepaid addressed as follows:

If to the Commission: State Public Charter School Commission 1164 Bishop Street, Suite 1100 Honolulu, Hawai'i 96813	If to the School: Name of School Address Attention: Governing Board Chair email:
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Attention: Executive Director email Telephone: (808)***	Telephone: (808)***
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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. Any change in address shall be immediately given to the other party in writing. Any notice that is undeliverable due to change of address without proper notification to the other party will be deemed received on the date delivery to the last known address was attempted.

If a notice is received on a weekend or on a national or Hawai'i state holiday, it shall be deemed received on the next regularly scheduled business day.

ARTICLE XXI: AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Charter Contract to be duly executed and entered into as of the effective dates written below.

**STATE PUBLIC CHARTER SCHOOL
COMMISSION**

[SCHOOL NAME]

Signature

Signature

Print Name

Print Name

Executive Director

Governing Board Chair

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Attorney General

Deputy Attorney General