

## **ADDENDUM #3 TO CONTRACT**

### **FOR THE STATE PUBLIC CHARTER SCHOOL EARLY LEARNING PROGRAM**

#### **I. PURPOSE**

This Addendum #3 to the Public Charter School Contract executed June 30, 2017 and the First Amendment to the Ka 'Umeke Kā'eo Public Charter School July 01, 2017 Charter Contract (collectively "Charter Contract") is entered into by and between the following State of Hawai'i entities: Hawai'i State Public Charter School Commission (hereafter referred to as the "COMMISSION"), whose mailing address is 1164 Bishop St., Suite 1100, Honolulu, Hawai'i 96813 and the KA 'UMEKE KĀ'EO PUBLIC CHARTER SCHOOL (hereafter referred to as "KA 'UMEKE" or "SCHOOL"), whose mailing address is 1500 Kalaniana'ole Avenue, Hilo, Hawai'i 96720. The COMMISSION and KA 'UMEKE are collectively referred to as the "Parties." The purpose of the Addendum #3 is to implement Act 210, Section 4, SLH 2021 by identifying Chapter 302D-39, Hawaii Revised Statutes (HRS), as the statutory basis for the State Public Charter School Early Learning Program, and establish a framework of collaboration, as well as articulate specific roles and responsibilities agreed upon by the Parties in support of the State in its implementation of the State Public Charter School Early Learning Program. Each agreement regarding the State Public Charter School Early Learning Program between the COMMISSION and KA 'UMEKE shall be documented using a contract between the COMMISSION and KA 'UMEKE.

#### **II. BACKGROUND**

**WHEREAS**, on May 28, 2015, the Commission entered into a contract with KA 'UMEKE to establish a framework of collaboration and to articulate the roles and responsibilities to implement the federally funded U.S. Department of Education's Preschool Development Grant project for School Years 2015-2019. Participation in the grant allowed KA 'UMEKE to enhance their early childhood development and educational knowledge at the instructional and leadership systemic levels, while providing the start-up funds for infrastructural facility, materials and supplies support

allowing KA 'UMEKE to implement high-quality preschool classrooms that are aligned with their preschool to grade five classrooms;

**WHEREAS**, on [September 13, 2018](#), the Commission motioned to approve the legislative advocacy positions provided in the [submittal dated September 11, 2018](#). In this submittal, the advocacy positions were proposed to the Commission identifying the highest priority for the upcoming 2019 legislative session, is to obtain permanent state funding to sustain the federal Preschool Development Grant's efforts in the provision to support the continuance of the 18 charter school preschool classrooms across the State. The motion passed unanimously;

**WHEREAS**, on [August 8, 2019](#), the Commission motioned to approve to amend the Exhibit A, Educational Program, of the State Public Charter School Contract, provided in the [submittal dated August 7, 2019](#) for Ka 'Umeke Kā'eo Public Charter School; Kamaile Academy Public Charter School; Ke Kula Niihau O Kekaha Learning Center; Ke Kula 'o Nāwahīokalani'ōpu'u Iki, LPCS; Ke Kula 'o Samuel M. Kamakau, LPCS; Kua o ka Lā New Century Public Charter School; Kualapu'u School: A Public Conversion Charter; Laupāhoehoe Community Public Charter School; Nā Wai Ola Public Charter School; Volcano School of Arts & Sciences; Wai'alaē Elementary Public Charter School to include pre-K in the "Grades Served in the School Year" section for each school's respective charter contract. The motion passed unanimously;

**WHEREAS**, on [October 14, 2019](#), the Commission entered into a contract with the Executive Office on Early Learning (hereafter known as EOEL), to effectuate Hawai'i Revised Statutes (HRS) § 302L-7(a)(1) and Act 276, Sessions Law Hawai'i 2019, and establish a framework of collaboration, as well as articulate specific roles and responsibilities agreed upon by the Parties in support of the State in its implementation of the EOEL Public Prekindergarten Program (hereafter known as MOA EOEL-2019-001); in the charter schools

**WHEREAS**, on [February 7, 2020](#), the Commission and KA 'UMEKE entered into a contract addendum to effectuate Hawai'i Revised Statutes (HRS)§302L-7(a)(1)(as amended by Act 276) and Act 276, Sessions Law of Hawai'i 2019, to add prekindergarten as a grade level, and to establish a framework of collaboration, as well as articulate specific roles and responsibilities agreed upon by the Parties in support of the State in its implementation of the MOA EOEL-2019-001 in the charter schools;

**WHEREAS**, on [December 12, 2019](#), with the enactment of Act 46, Sessions Law Hawai'i 2020, which granted the Commission the administrative authority over all early learning preschool programs in charter schools, EOEL requested the termination of the MOA EOEL-2019-001 between EOEL and the Commission;

**WHEREAS**, on [January 15, 2021](#), the Commission and KA 'UMEKE terminated the prior MOA EOEL-2019-001, and entered into an updated MOA to effectuate Act 46, Section 3 (amendment of HRS Chapter 302D with three new sections identified as HRS §§ 302D-A, 302D-B and 302D-C), Sessions Law of Hawai'i 2020 to support of the State in its implementation of the State Public Charter School Commission Early Learning Program in the charter schools; and

**WHEREAS**, on [July 6, 2021](#), the Governor signed Act 210 Sessions Law Hawai'i 2021 into law which identifies HRS Chapter 302D-39 as the State Public Charter School Early Learning Program; and

**WHEREAS**, by the execution of this Addendum #3, the parties hereto are amending the existing Charter Contract between the COMMISSION and KA 'UMEKE to incorporate the changes set forth in Act 210 Sessions Law Hawai'i 2021.

### III. RECITALS

The State Public Charter School Early Learning Program increases opportunities for more families to participate in the early childhood system by expanding access to high-quality early learning that addresses children's physical, cognitive, linguistic, social, and emotional development. The program requires the use of high-quality standards that are linked to children's educational outcomes and prepares children for school and active participation in society through the use of either of the State's two official languages.

For the purposes of the State Public Charter School Early Learning Program in the charter schools, KA 'UMEKE shall enroll three- and four-year-old students as determined eligible by State law. KA 'UMEKE Administrators shall hire a prekindergarten Teacher and an Educational Assistant ("Teaching Staff") who meet the established minimum qualifications. The KA 'UMEKE Administrators and Teaching Staff are provided with continual professional learning opportunities in early childhood education, including coaching and mentoring support, by the COMMISSION. The early learning classrooms must be designed to support learning experiences in all domains of development and learning using a comprehensive holistic approach that incorporates social emotional, physical, language, cognitive, literacy, mathematics, science and technology, social studies, arts, family engagement, and health and well-being learning objectives through hands-on learning approaches. Curriculum, instruction, and assessment are designed and implemented to guide, facilitate, and promote meaningful, inquiry-based learning. KA 'UMEKE shall provide reports with information as required by the COMMISSION. KA 'UMEKE shall contribute to the development of system-wide change by making in 'ōlelo Hawai'i teaching, classrooms, and school environments responsive to how young children learn best while aligning preschool through third grade program practices.

The Parties, through this Addendum #3, shall ensure developmentally appropriate and effective learning experiences for young children that contribute to lifelong learning, positive impacts for children as they progress through the subsequent school years. This includes improving the quality of staff interactions with children from the start to the end of the school year. This is evidenced by data obtained through observations using tools to measure effective teacher-child interactions, and the quality of the early learning environment. The formative assessment tools capture the ongoing documentation of students' progress which convey overall child development and learning from the beginning to the end of the school year, and through assessments conducted using the classroom formative assessment tool. The Parties also desire to provide early learning environments that are supportive of, and responsive to, their respective community of families through the engagement of the school administration and teaching staff with families, for the benefit of children's growth and learning.

#### IV. TERMS

##### A. SCHOOL RESPONSIBILITIES

KA 'UMEKE shall be accountable for:

- (1) Annual Progress. Making annual progress toward the implementation of a high-quality early learning program, which aligns preschool through third grade based on evidence of early child development and education, including developmentally appropriate practices, within the school and community;
- (2) Academic School Year. Operating the State Public Charter School Early Learning Program in the charter school based on the SCHOOL's academic year schedule, aligned with the full-day kindergarten classroom hours and schedule of each SCHOOL (per new section identified as HRS § 302D-39);
- (3) No Cost. Offering the State Public Charter School Early Learning Program

in the charter school at no cost to families;

- (4) Eligibility Verification. Ensuring that all families submit verification of child's age;
- (5) Enrollment. Enrolling in the prekindergarten class a maximum of twenty (20) children (per new section identified as HRS § 302D-39) who are three- or four- years old on or before July 31 of the school year, as aligned with the DOE kindergarten age entry requirements (per new section identified as HRS § 302D-39). Enrollment shall be voluntary (per new section identified as HRS § 302D-39).

The classroom designated for implementation of the State Public Charter School Early Learning Program in KA 'UMEKE shall be used solely for the purposes of the State Public Charter School Early Learning Program during its hours of operation;

- (6) Individuals with Disabilities Education Act – Eligible Children. Including children with disabilities based on individualized education program (IEP) placement and based on enrollment pursuant to the application process for families for the State Public Charter School Early Learning Program and Section III.A.5, provided that the application of this principle does not anticipate or permit imposing caps or quotas on the number of children with disabilities in a program or not individualizing services for children with disabilities under the Individuals with Disabilities Education Act of 2004 (20 U.S.C. §§ 1400-1409, 1411-1419, 1431-1444, 1450-1482) ("Policy Statement on Inclusion of Children with Disabilities in Early Childhood Programs," U.S. Department of Health and Human Services & U.S. Department of Education, September 14, 2015).

KA 'UMEKE shall adhere to the requirements of the Hawai'i Department of Education related to special education. KA 'UMEKE shall continue to work with DOE regarding funding for costs associated with the provision of special education services to children.

KA 'UMEKE shall collaborate with the Hawai'i Department of Education to

coordinate services for children with disabilities who are placed in the classroom offered through the State Public Charter School Early Learning Program in the charter schools. KA 'UMEKE shall appoint a Special Education ("SPED") Contact Person for the purpose of collaborating to coordinate services for special education children who require placement in a general education setting through their IEPs;

- (7) Funding Requirements. Adhering to specifications set by the COMMISSION for funding provided to KA 'UMEKE for the purposes of the State Public Charter School Early Learning Program in the charter schools. Funding shall not supplant funding provided to the SCHOOL pursuant to HRS § 302D-28;
- (8) Curriculum, Instruction, Assessment, and Professional Learning. KA 'UMEKE shall adhere to the standards for curriculum design and implementation, instructional and assessment practices, and professional learning support as determined by the Commission. The Commission shall work with KA 'UMEKE in the areas of curriculum, instruction, assessment, and professional learning support as provided in this MOA;
- (9) Health and Safety Standards. Adhering to health and safety standards for a preschool classroom that are aligned with Department of Human Services group child care licensing standards;
- (10) Staffing Requirements and Qualifications. KA 'UMEKE shall hire one (1) full-time prekindergarten Teacher and one (1) full-time prekindergarten Educational Assistant for each prekindergarten classroom. Teacher(s) and Educational Assistant(s) shall meet the following qualifications for the positions in which they are hired:
  - a. Teachers. Meet licensing requirements for public school teachers pursuant to HRS § 302A-805 and section 8-54-1.1, Hawai'i Administrative Rules (HAR), and meet Hawai'i Teacher Standards Board (HTSB) licensing requirements for a prekindergarten teacher which include coursework in early childhood education, or is enrolled in

- a  
State-approved teacher education program and working toward satisfying the HTSB licensing requirements (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39);
  - b. Educational Assistants. Have a current Child Development Associate (CDA) Credential™, coursework for a certificate that meets the requirements for CDA Credential™ preparation, or is enrolled in and working toward completing a program that prepares the individual to obtain the CDA Credential™ (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39);
  - c. KA 'UMEKE shall provide this information to the COMMISSION with identifiable information relating to the license and credentials of the Teaching Staff;
- (11) Background Checks. Ensuring that employees undergo criminal history record checks pursuant to HRS § 302D-33 before working with children;
- (12) Teaching Staff Requirements on Campus.
- a. Ensuring that the Teaching Staff hired provide direct services solely to children enrolled in the State Public Charter School Early Learning Program in the charter schools, and shall be provided time for co-planning and team meetings regarding child learning, instructional practices, and other aspects of the SCHOOL's implementation of the State Public Charter School Early Learning Program in the charter schools (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39); and
  - b. Include Teaching Staff in SCHOOL meetings and activities to promote alignment between all grade levels, programs, and settings (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39);
- (13) Professional Learning, and Coaching and Mentoring. Participating in all professional learning sessions or relevant meetings, including as follows:
- a. Teachers and designated Administrators shall attend two (2) joint



professional learning sessions throughout the school year that are delivered by the COMMISSION;

- b. Teachers shall attend additional professional learning sessions as required by the COMMISSION throughout the school year that are delivered by the COMMISSION's Early Learning coaches and all individuals who directly oversee the coaches;
  - c. Designated Administrators shall attend additional professional learning sessions throughout the school year that are delivered by the COMMISSION;
  - d. Teaching Staff shall participate in ongoing coaching and mentoring sessions throughout the school year with the COMMISSION's Early Learning Instructional Coaches;
  - e. Teaching Staff and Administrators may also attend other relevant professional learning sessions and meetings that are delivered or sponsored by the COMMISSION; provided that KA 'UMEKE has funding available to cover the associated costs, including substitute teachers and neighbor island travel. COMMISSION staff may also attend these sessions; and
  - f. If a SCHOOL wishes to include other SCHOOL staff in these professional learning sessions and meetings to promote P-3 alignment between grade levels, programs, and settings (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39), KA 'UMEKE shall use its own funds to cover the associated costs; provided the COMMISSION gives approval for sessions and meetings;
- (14) KA 'UMEKE Early Learning Classroom Obligations.
- a. Implement Developmentally Appropriate Program. Ensuring the implementation of a developmentally appropriate program aligned with the Hawai'i Early Learning and Development Standards (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39) with learning environments that are healthy and safe, promotes high-quality

- interactions between adults and children, embeds inquiry-based approaches, and promotes higher-order thinking skills;
- b. Utilize Child-centered Curriculum. Implements a child-centered approach to planning that applies: 1) evidence-based knowledge from curriculum areas (including social-emotional learning) and maintains the intellectual integrity from the specific curriculum areas, 2) conceptual organizers that make content meaningful and accessible for the children in the program, 3) child development knowledge, and 4) research-based development and learning curricula;
  - c. Formative Assessment Practices. Uses ongoing individual child assessment data that inform ongoing instructional planning relating to all areas of child development and learning, including cognitive, linguistic, social, and emotional approaches to learning and health and physical development (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39), with the classroom assessment tool as approved by the COMMISSION to report on children's development/progress over three reporting periods, based on the schedule required by the COMMISSION. The teaching staff shall use the results of each formative assessment checkpoint period to develop a report that shall be used for the purposes of parent-teacher conferences;
  - d. Observations of Teacher-Child Interactions. Ensures that staff participate in observations conducted using a tool to measure effective teacher-child interactions (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39) conducted by a certified observer who is employed, designated and/or contracted by the COMMISSION at least two times per school year – once in Fall, and once in the Spring – and that teaching staff use the feedback provided to improve teacher-child interactions. Observations shall not be used for the purposes of teacher evaluation (Act 210, Section 4, SLH 2021 per new section

- identified as HRS § 302D-39). Reasonable effort will be made by the Commission to ensure that the certified observer is fluent in 'ōlelo Hawai'i (or in the language of instruction);
- e. Observations of the Early Childhood Learning Environment. Ensures that staff participate in observations using a tool to measure the effectiveness of the early learning environment conducted by a certified observer who is employed, designated and/or contracted by the COMMISSION at least two times per school year – once in the Fall, and once in the Spring – and that staff use the feedback provided to improve the quality of the learning environment. Observations shall not be used for the purposes of teacher evaluation;
  - f. Communication with Families. In partnership with the COMMISSION, implement culturally and linguistically responsive outreach and communication efforts to enroll isolated or hard-to-reach families and engage families in their children's education (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39). Families shall have the opportunity to contribute to the progress of their child's learning through parent-teacher conferences which shall be held following each checkpoint period and other ongoing communication opportunities;
- (15) Early Learning System. Work in partnership with the COMMISSION, KA 'UMEKE shall promote the development of a cohesive, comprehensive, and sustainable P-3 early learning system, to the extent possible, by:
- a. Collaborating with early childhood development and learning providers in the community to promote alignment between prekindergarten and elementary programs and to support children and their families in making successful transitions from prekindergarten into kindergarten, including with:
    - i. Center-based program providers;
    - ii. Family child care providers;
    - iii. Family-child interaction learning program providers; and/or

- iv. Home-based instruction program providers; and
  - b. Collaborating with early intervention programs (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302);
- (16) Surveys and Evaluations. Participate, as requested, in an annual survey as well as evaluations conducted by the COMMISSION. KA 'UMEKE shall share the results of the surveys and evaluations with the COMMISSION and work with the COMMISSION to evaluate services provided and make any improvements to implementation of the State Public State Public Charter School Early Learning Program and charter school based on these results (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39);
- (17) Data and Reporting. Providing data and reports to the COMMISSION related to the following in a timely manner and in the format specified by the COMMISSION (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39):
- a. Assessments conducted using an early childhood assessment tool. Reporting shall be completed for each child enrolled based on checkpoint due dates established by the COMMISSION;
  - b. Observations conducted using an evidence-based tool to measure effective teacher-child interactions at least two times per school year – September-November, and March-May; This information shall be shared aggregately in the annual report to the Legislature regarding State-funded prekindergarten programs as required by Act 210, SLH 2021;
  - c. A written plan for the next three years to promote, within KA 'UMEKE and community, alignment of and transitions between grade levels, programs, and settings from prekindergarten through the third grade to ensure developmentally appropriate learning experiences as defined by the field of early childhood. This plan shall be submitted and updated annually by end of each school year that the State Public Charter

School Early Learning Program is offered in the SCHOOL, sharing the progress made toward this plan. The plan shall be jointly developed with the COMMISSION (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39);

- d. For evaluating the efficacy of and making any improvements to the State Public Charter School Early Learning Program in the charter schools; All reports shall be reviewed by KA 'UMEKE and the COMMISSION for accuracy and completeness; and
- (18) Funding. The COMMISSION shall provide funding to KA 'UMEKE as appropriated by the Legislature for the purpose of implementing the State Public Charter School Early Learning Program classroom. These funds shall be provided to KA 'UMEKE for:
- a. Personnel costs equivalent to one (1) full-time prekindergarten Teacher and one (1) full-time prekindergarten Educational Assistant for each classroom; and
  - b. Operations and maintenance costs, which shall include:
    - Administrative costs and the costs of items, materials, and equipment to implement a high-quality early learning experience in the State Public Charter School Early Learning Program in the charter school;
    - Unless otherwise specified in Section III.A.13, the costs of substitute teachers and neighbor island travel for Teaching Staff and designated Administrators to attend professional learning sessions or relevant meetings that are delivered by the COMMISSION (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39), and approved by the SCHOOL Administrator; and
    - Leasing and/or rental of facilities associated with implementation of the State Public Charter School Early Learning Program in the SCHOOL. Costs, relating to the maintenance of such facilities,

that are of \$30,000 and higher shall be subject to approval by the COMMISSION;

- (19) Recordkeeping. Maintaining accurate recordkeeping of all purchases where State Public Charter School Early Learning Program funds are utilized. KA 'UMEKE shall send all fiscal reports to the COMMISSION as requested by the COMMISSION; and
- (20) Termination of School Participation in Program. In the event that KA 'UMEKE is not able to comply and fulfill the responsibilities and requirements of its contract or any renewal terms with the COMMISSION relevant to its participation in the State Public Charter School Early Learning Program, or if KA 'UMEKE decides to terminate that contract or any renewal term, KA 'UMEKE shall inform the COMMISSION. Upon termination of the contract, KA 'UMEKE shall collect and return to the COMMISSION any unspent funds allocated to the SCHOOL, and any items purchased using State Public Charter School Early Learning Program funds shall be returned to the COMMISSION.

## **B. COMMISSION RESPONSIBILITIES - OTHER**

Other Provisions. In addition to the other responsibilities stated in this MOA, the COMMISSION shall:

(1) Personnel.

At a minimum:

- a. Make reasonable effort to recruit and hire an Early Learning Instructional Coach and/or Early Learning Specialist who can 'ōlelo Hawai'i to provide direct and effective support to KA 'UMEKE in their implementation of the State Public Charter School Early Learning Program in the charter schools;
- b. Hire an Early Childhood Program Director to directly oversee the State Public Charter School Early Learning Program in the charter schools

and its role and contribution to the early childhood and charter school system.

- (2) Other Support. In addition to the forms of support required by this MOA, the COMMISSION shall provide other program planning and implementation support to KA 'UMEKE necessary to incorporate the high-quality standards developed pursuant to Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39);
- (3) Monitoring and Review. Monitor the SCHOOL'S implementation of the State Public Charter School Early Learning Program. In addition to meetings between the MOA Administrators as needed, the COMMISSION shall meet at least biannually with KA 'UMEKE to discuss implementation of the State Public Charter School Early Learning Program at the SCHOOL, and co-plan any improvements;
- (4) Feedback. Use Teaching Staff and Administrator feedback on quality of professional learning to improve delivery and support to the SCHOOL;
- (5) Funding. Allocate funding to KA 'UMEKE as provided for by Act 210, SLH 2021, per new section identified as HRS § 302D-39, for the purposes of the State Public Charter School Early Learning Program. The COMMISSION shall reimburse the SCHOOL for all budgeted allowable costs and expenses incurred by the SCHOOL's participation in the State Public Charter School Early Learning Program contingent upon the availability of funding;  
Any items purchased using State Public Charter School Early Learning Program funds shall be inventoried by the SCHOOL and considered to be the property of the COMMISSION;  
The SCHOOL shall reimburse the COMMISSION for costs associated with the use of the classroom assessment tool required by the COMMISSION to report on children's development/progress. This obligation shall survive termination or expiration of this MOA;
- (6) Remaining Funds. All funds allocated to the SCHOOL pursuant to Act 210,

SLH 2021 per new section identified as HRS § 302D-39, for the purposes of the State Public Charter School Early Learning Program, that are unencumbered by June 30 of each school year shall be returned to the COMMISSION. This obligation shall survive termination or expiration of this MOA;

- (7) Budget and Expenditure Reports. KA 'UMEKE shall submit a budget breakdown of the total funding provided to the COMMISSION for the purposes of implementing the State Public Charter School Early Learning Program in the charter schools within 30 days of the start of the school year. KA 'UMEKE shall submit an expenditure report for each classroom at the close of each month. These obligations shall survive termination or expiration of this MOA. The COMMISSION may work with KA 'UMEKE to evaluate services provided and make any improvements to implementation of the State Public Charter School Early Learning Program in the charter schools based on these reports (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39); and
- (8) Termination of School Participation in Program. In the event that KA 'UMEKE is not able to comply and fulfill the responsibilities and requirements of its contract or any renewal term with the COMMISSION relevant to its participation in the State Public Charter School Early Learning Program, or if KA 'UMEKE decides to terminate this contract or any renewal term, KA 'UMEKE shall inform the COMMISSION. Upon termination of the contract, KA 'UMEKE shall collect and return to the COMMISSION any unspent funds allocated to the SCHOOL, and any items purchased using State Public Charter School Early Learning Program funds shall be returned to the COMMISSION.

### C. JOINT RESPONSIBILITIES

The Parties agree to the following terms:

- A. Coordination. The COMMISSION and KA 'UMEKE shall coordinate in the



areas of cross-sector and comprehensive service efforts, professional learning, and workforce and leadership development;

- B. Program Evaluation. The COMMISSION shall work with KA 'UMEKE to evaluate services provided and make any improvements to implementation of the State Public Charter School Early Learning Program in the charter schools based on these reports (Act 210, Section 4, SLH 2021 per new section identified as HRS § 302D-39.)
- C. Contact Persons. The COMMISSION and KA 'UMEKE shall each appoint a key contact person ("Contact Person"), as indicated in Section IV.N of this MOA, who shall be an administrator or individual who has decision-making authority;
- D. Non-compliance with MOA.
  - 1. If the COMMISSION determines that KA 'UMEKE is not complying with the terms of this MOA, the COMMISSION shall notify KA 'UMEKE in writing of its deficiencies;
  - 2. KA 'UMEKE shall respond within thirty (30) days of receipt of the written notification and submit a plan of action in writing; and
  - 3. KA 'UMEKE shall have ninety (90) days to rectify the deficiencies.

## V. GENERAL TERMS

### A. DURATION

This Addendum #3 shall be effective on the date of the last signature affixed hereto, and terminates on June 30, 2023, unless the Charter Contract between the Parties is extended and the Addendum #3 is extended pursuant to Section IV.B of the Addendum #3.

### B. Addendum #3 RENEWAL

This Addendum #3 may be extended for not more than one state biennium (July 1 – June 30) provided that funding is available,

- (1) Upon mutual written agreement of the parties;

- (2) Prior to expiration;
- (3) Under the same terms and conditions of the original agreement or as negotiated between KA 'UMEKE and the COMMISSION; and
- (4) The original agreement – the Charter Contract between the Parties as identified herein – has been extended beyond the current termination date of June 30, 2023.

#### **B. PERFORMANCE PERIOD**

KA 'UMEKE shall fulfill its responsibilities and obligations pursuant to the Addendum #3 within the time limits specified in Section IV.A and IV.B of this Addendum #3, which are the maximum timeframes allowed.

#### **C. DISPUTE RESOLUTION**

Disputes Between the COMMISSION and KA 'UMEKE. In the event there is a dispute between the COMMISSION and KA 'UMEKE, the COMMISSION Executive Director and KA 'UMEKE's Director shall work to resolve the dispute within 60 business days. If the COMMISSION Executive Director and KA 'UMEKE Director cannot resolve the dispute, the KA 'UMEKE Board Chair or Chair's designee, and the COMMISSION Chair or Chair's designee, together with the COMMISSION Executive Director and the KA 'UMEKE Board Chair or designee, shall work together to reach resolution.

#### **D. Addendum #3 TERMINATION**

Upon termination of this Addendum #3 or any renewal term by either KA 'UMEKE or the COMMISSION, all unspent funds and items purchased with funds provided through the State Public Charter School Early Learning Program shall be returned to the COMMISSION.

#### **E. MODIFICATIONS**

This Addendum #3 may be amended or modified only by mutual agreement in writing and signed by each of the Parties involved, including approval as to form

by the Department of the Attorney General. The updated Addendum #3 shall be provided to KA 'UMEKE and the COMMISSION upon execution to the COMMISSION'S Executive Director and KA 'UMEKE's Director/Principal and Governing Board Chairperson.

**F. ENTIRE AGREEMENT**

This is the entire agreement between the COMMISSION and KA 'UMEKE. This Addendum #3 with respect to its subject matter supersedes any previous and contemporaneous written or oral representations, statements, negotiations, or agreements.

**G. SEVERABILITY**

If any provision of this Addendum #3 is held to be illegal, invalid, or unenforceable, that provision shall be fully severable. The remainder of this Addendum #3 shall remain in full force and effect, unaffected by the severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Addendum #3.

**H. WAIVER**

Waiver by any Party to this Addendum #3 of any breach of any provision of this Addendum #3, or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Addendum #3 shall not operate as a waiver of the right to enforce the Addendum #3.

**I. EXECUTION**

Each person signing this Addendum #3 on behalf of the Parties represents that he or she has authority to sign on behalf of and to bind such Party.

#### **J. ASSIGNMENT**

The rights, duties, or obligations under this Addendum #3 are not assignable.

#### **K. EXECUTION IN COUNTERPARTS**

This Addendum #3 may be executed in counterparts. Each counterpart when so executed shall be deemed to be an original. All counterparts when taken together shall constitute the same Addendum #3. Facsimile and/or scanned signatures transmitted by electronic mail shall be deemed originals.

#### **L. CONTRACT ADMINISTRATOR**

For purposes of this Contract, the persons identified below, or his/her duly authorized representatives or successors in office, is designated the Contract Administrator (CA) for his/her respective party. Notwithstanding the responsibilities set forth in this section, any coordination of services falling outside those articulated above shall remain with COMMISSION.

(1) COMMISSION:

The CA for the COMMISSION shall be the COMMISSION Interim Executive Director, who may be contacted as follows:

Yvonne W.M. Lau

Mailing Address: 1164 Bishop Street, Suite 1100, Honolulu, Hawai'i  
96813

Phone: (808) 586-3775 / Fax: (808) 586-3776

Email: [Yvonne.Lau@spcsc.hawaii.gov](mailto:Yvonne.Lau@spcsc.hawaii.gov)

The COMMISSION CA shall be responsible for:

- The terms, conditions, quantities, specifications, scope of services, other Addendum #3 terms, and all decisions relating to the Addendum #3;
- Monitoring and evaluating the work of KA 'UMEKE, assuring the

services or goods are delivered as required in the Addendum #3, and allocating funds as specified in this Addendum #3; and

- Notifying the Contact Persons, as appropriate, in the event of change in the scope of work or any other Addendum #3 terms in the Addendum #3.

(2) KA 'UMEKE KĀ'EO PUBLIC CHARTER SCHOOL:

KA 'UMEKE'S CA shall be the charter school's Interim Governing Board Chairperson, who may be contacted as follows:

Puakailima Naipo

Mailing Address: 1500 Kalaniana'ole Avenue, Hilo, Hawai'i 96720

Phone: (808) 961-0470

Email: [govboard@kaumeke.net](mailto:govboard@kaumeke.net)

The KA 'UMEKE CA shall be responsible for:

- The terms, conditions, quantities, specifications, scope of services, other Addendum #3 terms, and all decisions relating to the Addendum #3;
- Ensuring that KA 'UMEKE signs a contract to participate in the State Public Charter School Early Learning Program comply with the provisions of the Addendum #3; and
- Notifying the Contact Persons, as appropriate, in the event of change in the scope of work or any other Addendum #3 terms in the Addendum #3.

## N. CONTACT PERSONS

(1) COMMISSION:

Contact Person. The Addendum #3 Administrator for the COMMISSION has designated the person identified below as the COMMISSION's Contact Person for this Addendum #3, pursuant to Section III.D.3 of this Addendum #3. As such, this Contact Person should be the initial contact for the COMMISSION on all matters related to this Addendum

#3. The Contact Person can be contacted as follows:

Deanne Goya, Early Learning Program Director Mailing  
Address: 1164 Bishop Street, Suite 1100  
Phone: (808) 586-5227 / Fax: (808) 586-3776  
Email: [Deanne.Goya@spcsc.hawaii.gov](mailto:Deanne.Goya@spcsc.hawaii.gov)

(2) KA 'UMEKE KĀ'EO PUBLIC CHARTER SCHOOL:

Contact Person. The Addendum #3 Administrator for KA 'UMEKE has designated the person identified below as the KA 'UMEKE'S Contact Person for this Addendum #3, pursuant to Section III.D.3 of this Addendum #3. As such, this Contact Person should be the initial contact for the KA 'UMEKE on all matters related to this Addendum #3. The Contact Person can be contacted as follows:

Michelle Nohea Nahale-a, Director  
Mailing Address: 1500 Kalaniana'ole Avenue, Hilo, Hawai'i 96720 Phone:  
(808) 961-0470  
Email: [nohea@kaumeke.net](mailto:nohea@kaumeke.net)

THIS SECTION LEFT INTENTIONALLY BLANK


**SIGNATURES**

**HAWAI'I STATE PUBLIC CHARTER SCHOOL COMMISSION**

  
\_\_\_\_\_  
Yvonne W.M. Lau, Interim Executive Director

9/14/2022  
\_\_\_\_\_  
Date

APPROVED AS TO FORM

By:   
\_\_\_\_\_  
Stuart N. Fujioka

September 14, 2022  
\_\_\_\_\_  
Date

Deputy Attorney General

**KA 'UMEKE KĀ'EO PUBLIC CHARTER SCHOOL**

  
Puakailima Naipo (1967-9, 2021) (4-34-16-7)  
\_\_\_\_\_  
Puakailima Naipo, Governing Board Chairperson

Sep 9, 2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michelle Nohea Nahale-a, Director

09/08/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Attorney General

\_\_\_\_\_  
Date