Responses to Questions and Feedback on the Draft Performance Framework and Draft Contract 4.0

Bookmarked links to responses to feedback:

Contract Language

1. Was there more success with schools when the contract was smaller?
   Success of a public charter school has nothing to do with the length of its charter contract. The charter contract is a legal document that articulates the understanding and expectations between the Commission and the public charter school it authorizes.

2. How is this designed to help schools improve in their mission?
   The contract's purpose is not designed to help schools improve on their mission. The contract articulates the expectations of the Commission and one of those expectations is that the school delivers on their stated mission.

3. How is this helping the quality of education for our schools?
   Again, the contract's purpose is to articulate the Commission's expectations of the public charter school in exchange for authorizing and funding the public charter school. The quality of education provided is the responsibility of the school, it's director, teachers and the implementation of instruction.

4. How does contract 4.0 s*upport our keiki and schools** and develop a mutually beneficial relationship?
   Having a contract that articulates for both parties the understanding and agreement between the Commission and the Governing Board of the school, places both parties on the same page. Understanding the role of each party to the contract helps to focus the work of the public charter school and the Commission on doing what is best for our keiki. The role of the Commission as stated in law, is one of accountability and legal compliance. The role of our public charter school is to educate our keiki based on their unique mission and vision, which is what they promised the community and students they serve.

5. Feels like this is a "gotcha" type document - need to know more about how this is supporting school growth?

Being more specific and articulating what the Commission's expectations avoids "gotcha" or subjective decision making. Using broad language and not providing schools with specifics as to what and how schools will be measured and evaluated would not be advantageous to schools. See above responses #3.

6. Is there a point where the Commission reconsiders this draft and goes back to the drawing board and/or original version of the contract? No. Having a one page contract does not help schools or the Commission come to a better understanding of the requirements and expectations of the charter contract.

7. At what point did the AG look at this?
   Deputy AG for Charter Schools, Gregg Ushiroda, has already been provided with a copy of the draft contract, at the request of a school. The Commission's Deputy AG will review it after the Commission approves the draft. We are still in the DRAFT phase.

   My guess is that it was written by staff.
   Yes, the staff reviewed contract 3.0 and revised it to better articulate the Commission's expectations.

8. Is there a point where the Commission will consider that this is not in the best interest of the schools?
   See #4.

9. How many would be excited about going back to the old contract? (1.0)
   See #1.

10. How is this a bilateral contract?
    The charter contract is a bilateral contract because it involves two parties, and it binds both parties to certain obligations.

    The Commission is obligated to administer the funding for all public charter schools it authorizes, among other requirements articulated by law (HRS 302D-5), and the Governing Boards of each public charter school is obligated to educate our keiki based upon their unique mission and vision, and to meet the performance expectations articulated by the Commission.

    Having a bilateral contract does not require both parties to have an equal/equal bargaining position.

    a. Commission Accountability - What is in the contract draft that holds the Commission accountable? Where is that language?
       Contract 4.0 revised 11/6/2020 Article 17: Commission oversight and responsibilities

b. Draft language that holds the Commission accountable. Where is that language?
Contract 4.0 revised 11/6/2020 Article 17: Commission oversight and responsibilities

c. Clarity around the term "bilateral" - agreement on definition See #10

11. Negotiation - this term needs to be included – where is the ability to negotiate?
HRS 302D-5(a)(4) authorizes the Commission to negotiate and execute sound charter contracts with each approved charter applicant and with existing public charter schools. It does not require the Commission to negotiate on every term or clause in the charter contract with each individual public charter school it authorizes. The proposed contract includes provisions that are required by HRS 302D and the Commission does not have the authority to negotiate those items.

What the Commission can negotiate, is articulated in HRS 302D-16(c):

> The performance framework shall allow the inclusion of additional rigorous, valid, and reliable indicators proposed by a public charter school to augment external evaluations of its performance; provided that the authorizer approves the quality and rigor of such school-proposed indicators, and the indicators are consistent with the purposes of this chapter and the charter contract.

The multiple feedback sessions hosted by the Commissioner Workgroup and staff have repeatedly engaged schools on the Performance Framework, specifically on the academic performance measures to allow each public charter school to augment the measures that are required by law with additional rigorous, valid, and reliable indicators.

a. Will there be a negotiation?
The Commission, through the Performance and Accountability Committee and its Workgroup will continue to welcome feedback and suggestions from the schools on the Academic Performance to augment the measures that are required by law with additional rigorous, valid, and reliable indicators as allowed by HRS 302D-5(a)(4).

12. How did this contract grow to a 56 page document? This feels like it is taking away from continuous improvement.
The charter contract should be as long as it needs to be in order to ensure that both parties understand and know what is expected of each.

13. Why is 4.0 trumping the law?
This DRAFT contract is not "trumping" the law, in fact it endeavors to articulate as many of the requirements and expectations required of public charter schools

so that they are aware of these requirements before the contract is entered into. This contract outlines a path to ensure our schools are following all applicable laws.

14. How does this contract reflect what we are doing to meet community needs?
    See #1. That is not the purpose of this contract.

15. Where is due process?
    Due process involves a legal proceeding for the enforcement and protection of private rights or entitlements. In this case, Charter contracts are not private rights or entitlements. However, if the question implies a lack of fairness, the charter contract does not deprive schools of process, in fact it makes clearer and articulates more fully what and how schools will be measured and evaluated to ensure that they meet the expectations and have their contracts renewed for another contract term. More clarity gives schools more information and provides more fairness and less subjectivity.

    This sets up an antagonistic relationship if role is solely to hold charter schools accountable, then what are our rights?
    As stated above, the contract serves to articulate the agreement between both the Commission and its public charter school. The Commission's statutory role is to monitor, in accordance with charter contract terms, the performance and legal compliance of public charter schools. The relationship need not be antagonistic as both parties' work are focused on our keiki.

    Mentions "policies and procedures" and "general practices and guidelines" but there is no reference to what they mean. What is the definition?
    The autonomy afforded to every school is in how they deliver on their educational model and how they operate their schools. However, also being an agency of the State of Hawaii, each school must have policies and procedures on how they operate. All currently authorized charter schools have these policies already.

    Generally, rules and regulations of the organization are framed in the form of **policies**. These are the guiding principles of an organization. **Procedure** implies the step by step sequence, for the performance of activity within the organization.

What is the definition of "other entity"?
Anyone, organization or agency other than the school or the Commission.

16. Definition section talks about "known or knowledge", believes this is wide open for abuse and finds that disturbing. What are the guidelines? The paragraph needs to be examined.
    The more we define and clarify the language of the contract, the less the potential for misunderstanding and abuse.

    In an effort to make clear the Commission's expectations of its Governing Boards, as a member of the Governing Board, each member is responsible for the performance of their public charter school. Members of the Governing Board are responsible for ensuring that the school is operating legally and meeting its obligations under the charter contract.

17. Concerns about referencing part of the law or none at all, it feels like cherry picking, can we reference the entire law or pertinent section rather than taking a snippet and putting it in the contract?
    HRS 302D in its entirety applies to the entire contract. The relevant sections that create the obligations under specific provisions of the contract are identified for both parties to make clear where those requirements are coming from. Again, providing more information rather than less helps to clarify and remove confusion.

    a. 7.2 which talks about applying "applicable laws" feels so huge. Which laws are applicable? Is there another document where things are laid out? (Kim: like a guide book)
       The table of contents provides a handy way of organizing and finding the relevant sections of the contract for all of the different situations and obligations. Some of 302D applies to the Commission and the BOE. The Table of Contents spells it out including applicable laws. While the contract attempts to identify and articulate all known requirements and expectations , there are likely other laws, federal, state, or local (county)

that may also apply to the operations of a public charter school and so this is why we have the terms applicable laws---it's a catch all of possible impending changes in the law that will come into effect during the contract term but are not explicitly stated in this contract but nonetheless schools are required to comply with.

18. Some sections like the academic section I don't know how to put in here, maybe like the pre-K addendum?
    If you are referring to Exhibits vs. Addendums. Exhibits in the contract reference another document that is part of the contract, but an Addendum, (like the pre-K addendum) is a separate agreement that is added to this contract if you have a Commission Early Learning Program, you need not add the addendum to the academic section of the contract.

19. 6.11 refers to "making substantial progress:, what is the definition?
    6.11 needs to be read in conjunction with 6.12. A reference to 6.12.2 in section 6.11 has been added to the Draft contract to make it clearer.
    a. What does it mean if we do not meet Academic requirements?

       If the school earns less than 73 of the possible total 100 points in at least two of the most recent four years in operation; or
       If the School's performance over the last four years averages out to no less than 73 of the possible total 100 points.

       The schools would not have met the Academic requirements, however, **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.**

       (This is from 6.12.2 of the contract.)

    b. How do we discuss what it means to not meet these requirements?
       See explanation in 19.a. above.

    c. We can assume if you get 72 out of 100 points then you will not get renewed. Where is the language about that?
       See explanation in 19.a. above.

    d. As it relates to academic performance, what is "sufficient progress"?
       See explanation in 19.a. above.

    e. "Sufficient progress" is vague and I suppose it is at the discretion of the Commission what that is?

See explanation in 19.a. above.

20. What does it mean if you don't meet the specific measures of academic or financial?
    Each of the Frameworks (Academic, Financial, and Organizational) has multiple measures that are calculated to make up the school's performance on the framework. A school that fails to meet the combined score (i.e. Academic framework requires a score of 73 out of 100 points to meet expectations), may be denied a new contract, however, 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. See 19.a. above.

21. How does the annual budget in 8.15 match with 8.25?
    Section 8.15 school's **annual budget** and **Section 8.25 Per-pupil Funding: Adjustments to Funding** are two different things and do not match. Remember that the school's annual budget is your best estimate of what you expect to expend during the year based on knowledge you have. Section 8.25 pertains to the funds that are allocated by the legislature and the adjustments to those funds that may be required.

22. Can we change the time line or make adjustments regarding the section that states 2 weeks from date provided with the confirmed per pupil?
    Yes, the specific date and timeline for submission of the school budget can be adjusted or removed from the Contract.

23. Some of this stuff is here because schools in the past have gotten in trouble, but will these things prevent other schools from getting into trouble?
    Whenever we encounter situations where the Commission can clarify and make clearer what is expected of schools to ensure that they successfully meet the requirements of the contract, it is incumbent on the Commission to do so. As noted, clarity of the requirements and expectations are what will prevent trouble, so why not

    Is it meaningful and necessary? Yes.
    Does this help the Commission do their work? Yes.

24. What is 8.25 (d) and (e) talking about and can we get more clarity?
    This section attempts to explain how the per pupil funding can be adjusted once allocated by the Legislature; things such as Workers Compensation fees charged by the Department of Human Resources Development are charged on a systems level and Arbitration funds that are available and utilized by all charter schools.

25. 8.17 states the Governing Board should develop procedures on school procurement, have it readily accessible but is not clear on what those policies

are. Are these the school's usual policies? Yes. Can we have this clarified? This section is based on HRS 302D-12(g):

> Governing boards and charter schools shall be exempt from chapter 103D, but shall develop internal policies and procedures for the procurement of goods, services, and construction, consistent with the goals of public accountability and public procurement practices. Governing boards and charter schools are encouraged to use the provisions of chapter 103D (click on to link) wherever possible; provided that the use of one or more provisions of chapter 103D shall not constitute a waiver of the exemption from chapter 103D and shall not subject the charter school to any other provision of chapter 103D.

Additionally, schools are required to post their procurement policies on your website.

26. Contract states schools may submit proposed changes in this charter contract, while I understand the submitting part, the term "any" is vague. Can this be clarified or defined?
    We will remove the word "any" from Section 19.2 to read as follows: "1) [any] a material term of the School Information Form (**Exhibit "A" page 58**);

27. The improvement allows for non-closure, when will the academics result in non-renewal? If a school does not meet their Academic targets, Commissioners have the discretion as stated in 6.12.2 to determine **if the School has demonstrated consistent improvement on overall scores over the four-year period.**

28. In my experience with Commission staff they try to be supportive for schools but some in here is about mutuality and no contract role as advocate. The Commission does not see it that way but more authorizer/de-authorizer without much in support or advocacy as provided in the past. Is that advocacy role completely gone now? If yes, then the contract stands as is, otherwise can there be some language that there is advocacy?
    A statement of advocacy is not found in the contract. Again, the charter contract reflects the expectations, requirements, and obligations between the Commission and the public charter school.

    The Commission in its role as an authorizer of public charter schools, advocates for chartering as an option for public education. This is reflected in the Commission's strategic plan, mission and vision, but not found in the charter contract.

29. Regarding applicable laws referenced in the contract, who is responsible for changes in the law or does the Commission have some responsibility that will inform the schools of such changes in the law? Could we have clarity on that?
    There are federal laws, state laws, county ordinances, rules, regulations,

policies, procedures and guidelines. Generally speaking the legislative bodies of each government proposes and passes bills that the Executive signs into law. While the Commission endeavors to UPDATE its public charter schools of changes in the law, the responsibility falls on both the Commission and each public charter school TO BE AWARE of any changes in the law.

30. "Timely" and "sufficient" are vague, is this up to the Commission?
    This is by design to give schools reasonable flexibility.

31. Do we make a contract that is suited to the next 5 years, making adjustments for this time we are in? Yes

32. When will this contract apply?
    For those schools who have been renewed and will need a contract beginning on July 1, 2021, this is the draft contract. For all other schools, they will receive a new contract at the expiration of their current contract. See the webpage for when each school is up for renewal.

33. Definition of "assets" does this apply to those owned by the non profits?
    The school and the non-profit are two separate and distinct entities. Assets that are owned by the non-profit do not belong to the school and therefore are not considered State property and not covered by this contract. A general definition of assets can be used- items of value that the school owns, creates, or benefits from.

34. Notification of who is on the governing board, should this be after the date, not 14 days prior?
    a. Do we have to let Commission know who the new governing board members are before they are seated? Sometimes we have more than one person applying for a board position.
       The draft has been revised to reflect that the notice be provided after the new governing board members are seated. See revisions in sections 4.3 and 4.6.

35. P. 17, 6.7, SPED services is the responsibility of the department. Should language reflect this and not solely the school?
    HRS 302D-30(b) states that the Hawaii Department of Education shall be responsible for the provision of a free appropriate public education.

    However, the law goes on to state that any charter school that enrolls special education students or identifies one of its students as eligible for special education **shall be responsible for providing the educational and related services required by a student's individualized education program**. The programs and services for the student shall be determined collaboratively by the student's individualized education program team, which includes the student's parents or legal guardians.

If the charter school is unable to provide all of the required services, then the department shall provide the student with services as determined by the student's individualized educational program team. The department shall collaborate with the commission to develop guidelines related to the provision of special education services and resources to each charter school. The department shall review all of the current individualized education programs of special education students enrolled in a charter school and may offer staff, funding, or both, to the charter school based upon a per-pupil weighted formula implemented by the department and used to allocate resources for special education students in the department schools.

As a public school, each charter school must accept all students regardless of whether or not they have special education needs, and while the Department of Education is responsible for providing a free and appropriate public education, the public charter school, who is the public school that enrolls the student, IS STILL responsible for providing the educational and related services required by a student‘s IEP.

36. School performance frameworks 5.1- Should this be made clear in the framework what is required?
    Contract language has been revised to reflect this.

37. P. 20, 5.1 #6, is this just for financial? The entire section 5.1 refers to all frameworks. Needs additional clarification.
    This is for all frameworks.

38. Might we look at contract language to be more broad?
    Contract language that is specific and more descriptive provides both parties with more clarity and understanding of what is required and expected and how or what the party is going to meet that requirement. Making expectations and requirements broader make for confusion or opportunity for misinterpretation. The Commission seeks better understanding and clarity for both parties.

39. Access to bank accounts- do you just want reports? Or are you going to the bank to access the account?
    Mostly reports, such as bank statements and general account information.

40. 5.4, Multiple school locations - unclear- needs clarification.
    The Commission has made changes to the draft in response to this request.

41. 14.5 part 2, not enough time to find a new space if we were denied 4/1.
    14.5.2. States that 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.

Schools should understand what the Commission is requiring for a change of location or expansion of location to ensure approval.

42. 6.4, what do we have to bring to commision for charter revision? Do we have to bring curriculum and textbooks?
    The Charter Contract Amendment form outlines the information necessary for the Commission's review of the request to amend the School's Charter.
    If curriculum and textbooks are relevant to the change being sought and the Commission requests them, it will have to be provided (i.e. when a blended or virtual program is being added to a brick and mortar school).

43. 18.4, what is a material violation?
    A material violation is a violation which, individually or in the aggregate with all other such violations, would have a material adverse effect or constitute or give rise to a default of the charter contract.

44. Will all of this oversight be doable if the staff changes?
    Yes. Under HRS 302D-5(a)(5) the Commission is responsible for monitoring in accordance with charter contract terms, the performance and legal compliance of public charter schools. Capacity of the Commission to carry out their statutory duties is for the Commission to manage and is not a contractual matter.

Renewal Language

1. Are schools held to their prior contract?
    a. We're under the old contract 3.0 and now Lauren says we've put it in for 4.0, so now I'm more conflicted. Are we going to be held to 4.0? I think it's separate from 4.0. We don't know the 4.0 process, so it should be different. I'm uncomfortable with her opening statement.
    b. Which frameworks will schools use for renewal?
    Each school is held to their current contract (the dates are stated on the front cover of your existing contract).

    Schools that have already gone through the renewal process (SEEQS, Ka Waihona, Hakipu'u, Waimea, WHEA, Kamaile, Kua o ka La, Na Wai Ola, Ke Ana La'ahana, Halau Ku Mana, Kona Pacific) are anticipated to move to contract 4.0 on July 1, 2021 . All other schools that have not yet gone through the renewal process have the option of moving to version 4.0, should they choose to.

    Renewal criteria will be dependent on the contract that the school is on at the time of review.

2. How does this help us make the quality of education better?

The contract's purpose is to articulate the Commission's expectations of the public charter school in exchange for authorizing and funding the public charter school. The quality of education provided is the responsibility of the school, it's director, teachers and the implementation of instruction. See also #3 above.

3. Need more information as to what contract schools that are up for renewal will be held to? As previously stated, schools listed that have already gone through the renewal process will be held to 4.0. Schools scheduled for the next round of renewal (SEEQS, Ka Waihona, Hakipuu, Waimea, WHEA, Kamaile, Kua o Ka La, Na Wai Ola, Ke Ana La'ahana, Halau Ku Mana, Kona Pacific), will have a one year extension on their current contract. Schools that are renewed will be moved on to 4.0. See also webpage for chronology of contract renewals and #32 above.

4. How does academic performance impact renewal? Academic performance is one three components to the Performance Framework, including Financial and Organizational performance considered by the Commission for renewal.

Framework

1. Going through Accreditation now. WASC should be counted. How are we adding to quality to our community's life?
    a. Can accreditation be worth something?

    WASC accreditation does not supplant the authorizer, or the Commission's performance framework expectations and requirements. However, many of the components of a school's WASC accreditation can be used to supplement evidence of quality education and what the Commission looks at for renewal.

    Recall that the Accrediting Commission for Schools, Western Association of Schools and Colleges (WASC) accreditation is for a different purpose, again, the contract is the legal document that articulates the agreement between the Commission and each public charter school.

    WASC advances and validates quality ongoing school improvement by supporting its private and public elementary, secondary, and postsecondary member institutions to engage in a rigorous and relevant self-evaluation and peer review process that focuses on student learning. Accordingly, schools that are engaged in WASC accreditation, or any other accreditation process (i.e. World Indigenous Nations Higher Education Consortium accreditation) may provide evidence prepared for their accreditation processes as evidence for their performance framework requirements as articulated in the charter contract.

The Commission welcomes the submission of such evidence for the purpose of meeting the charter school's performance framework requirements.

2. How is this following National standards?
   The charter contract meets and aligns with NACSA principles and standards.

3. How is this looking towards ongoing, quality improvement?
   The contract governs the performance expectations the Commission has of the public charter school it authorizes and articulates the understanding between the two. Quality improvement, or improving student learning outcomes, is the responsibility of individual schools and would not be captured in the contract or the framework. As articulated in the NACSA principles and standards, having a charter contract is part of an authorizer's responsibilities.

4. How can accreditation be used to fulfill these requirements in Academics?
   Please see Framework #1 above regarding WASC accreditation.

5. Can we have more clarity? For example, an epicenter task to upload a lease appears simple but there are so many laws included in getting a lease and we don't know them until we are involved in say a renovation. So many rules we are not aware of.
   Securing a lease that meets legal requirements that allow a public charter school to operate an educational program on the premises is the responsibility of the public charter school. As a state entity, the public charter school must operate legally and responsibly. Moreover, all authorized public charter schools are represented by a Deputy Attorney General and should be reviewing all legal matters with its Deputy Attorney General.

   The Commission, as the public charter school's authorizer, is statutorily mandated to ensure that all public charter schools are operating legally within all federal, state, and county laws. As such the contract strives to be very clear on what documents and data are needed. Since each public charter school and its governing board decides upon it's facilities and lease, the school should be able to provide a copy of the school's lease to the Commission as evidence of compliance. How the school obtains such data and documentation, such as the lease, is the school's responsibility.

6. Hawaiian language is not referenced with ELA, can we add a definition?
   Exhibit B. Academic Performance Framework includes reference to the Hawaiian Language Assessment (HLA). See Exhibit B. Revised version says ELA/HLA. We have added Hawaiian Language Assessment (HLA) to Article III definitions section of the contract.

7. Given the volatility of the last few months, does the Commission even look at what we give them or is this an exercise in futility which amounts to busy work?

All requested submittals are being reviewed.

8. We have spent so much time on academics, can we have more clarity at what point does academic trigger non-renewal or acknowledgements non-renewal is a potential?
   Each public charter school is expected to meet all performance expectations under the charter contract.

   All three components of the Performance Framework must be met to ensure that the charter contract will be renewed. While the Organizational and Financial Performance frameworks have standards that are well-articulated, it is the Academic Performance Framework that provides multiple avenues for schools to meet the Commission's academic performance expectations. Essentially, rather than ONLY measuring schools on the standardized test (currently, the Smarter Balanced Assessment), the Commission has proposed the additional measures shown in Exhibit B that provides schools with the opportunity to share multiple measures to supplement the statutorily required standardized test.

   Non-renewal is always a potential outcome under the contract for failure to meet obligations and requirements.

9. What will the penalties be if we don't meet the expectations?
   As the Commission is statutorily obligated to ensure accountability of the schools it authorizes, the charter contract is the legal document that articulates that relationship.

   The charter contract articulates that failure to meet the performance expectations may result in non-renewal of the charter contract. The contract also allows the Commission discretion in measuring the academic performance expectations as stated in Article 6.12.2

10. Is there a back up plan in light of COVID and other circumstances?
    Discretionary language is incorporated into the contract to allow for extenuating circumstances, such as the COVID pandemic or any other unanticipated far reaching event, which may affect the Schools' performance. See responses to Indicator 2-Standardized Assessment below.

Academic Performance Framework

1. Is there a narrative piece for each of the five academic indicators?
   No. There is only a narrative for the first indicator. The other indicators are reliant upon numerical data reported by other agencies. Schools may submit narratives on each of the other indicators but these narratives will not receive a point value upon review. Any addition, under Section 6.12, the Commission may request a school to submit a narrative allowing them to explain the data submitted.

2. Is there room for other academic indicators? Indicator 5 of the Academic Framework, allows for the inclusion of other academic indicators.
3. Will exemplars be provided for each rubric? Under 3.0, schools did not need exemplars to understand what was required of them. The Commission will review whether exemplars are necessitated under contract 4.0.

Indicator 1 – Mission Aligned Initiative

1. Regarding disaggregating data regularly, what does "regularly" mean?"Regularly" has been deleted. Data must be disaggregated.
2. Can we have a list of support terms and rubrics?
   These are already listed in the definitions section of the contract.
3. Is survey data acceptable or are you looking at academic data that supports the mission and vision?
   Both are acceptable. An example of the use of survey data can be found in the HAIS WASC protocol:
   The HAIS WASC protocol refers to pp. 9 and 10 in the HAIS 2020 protocol. The indicators are:
   - *Indicators of meeting Standard 1: Schools that are meeting the standard at a high level will typically exhibit most or all of the following indicators.*
     1. *The mission statement is a functional document in the life of the school, regularly used as a benchmark in planning and decision-making, thus providing direction and coherence to school operations and growth, as well as a foundation upon which priorities are based.*
     2. *The mission is broadly available and is understood and supported by the constituencies of the school.*
     3. *The mission statement is a force for continuing school improvement.*
     4. *The mission statement is a key component of the school's marketing, admissions, and hiring activities.*
     5. *There is a policy or practice of periodically reviewing the mission statement for currency and relevance, and there is a process for making changes to it. This process occurs minimally once within each accreditation cycle and includes the active involvement of the Board of Trustees.*

   - ***Questions:*** *Please respond to each of the following questions, keeping in mind that they are intended to promote institutional self-reflection and depth of thought. Responses that display insight and succinctness are preferred over those that rely heavily on sheer volume and length. If, in order to avoid potential redundancy,*

a school chooses to answer two or more questions simultaneously with one essay response, it should be clearly indicated.

1. *A mission statement is critical to understanding all institutional decision-making with respect to people, program, physical plant, financial resources, community relationships, and other important factors. Accordingly, please provide here the text of the school's mission statement.*
2. *Describe the most recent review of the mission statement and explain why it was or was not changed.*
3. *Provide two or three specific examples of how the mission statement played a role in major decision-making or planning since the last self-study.*
4. *In considering the alignment of the school's mission statement with the current operations of the school and the compatibility of the components of the mission statement with each other, explain any areas in which there is tension or lack of alignment or compatibility. What efforts are being made to resolve these issues?*
5. *With respect to the mission, what are the school's areas of greatest strength, and in what areas would the school like to improve?*

4. What does it look like supporting rubric scores on this matrix?
   This question is unclear and as such cannot be answered.

5. Can we see what raw data looks like for clarity?
   Each school is different depending on their mission.

6. Is this more a self-reflection on the school's part or is there a team from the Commission looking at different pieces of data to mark where the school is? Both. Schools should be engaging with their MAI in an ongoing self-reflection process. The Commission will engage with the school during the contract renewal process.
   a. With the MAI narrative, is it a self-reflection or will it be judged by a team looking at the school? Depending on the answer there will be a question about staff and expertise, e.g. no native speakers.
      Commission staff will review the response, and if specific expertise is needed, the Commission will hire external experts to assist.

   b. How do we address concerns about expertise judging our schools?
      See above.

7. What is the interpretation of the meaning of "student attainment of the mission"?
   Schools will be required to define and demonstrate their attainment.

8. Is this helping or making more things for us to jump through?
   Much of the criticism of the previous versions of the Academic Performance measures focus on the over-reliance, as required by statute, upon the standardized test (currently the Smarter Balanced Assessment). As such, the Commission has proposed providing multiple avenues for schools to meet the Commission's academic performance expectations. Essentially, rather than ONLY measuring schools on the standardized test (currently, the Smarter Balanced Assessment), the Commission has proposed the additional measures shown in Exhibit B that provides schools with the opportunity to share multiple measures to supplement the statutorily required standardized test.

   If a school would like to simply stay with the current standardized test measures, they need not choose to be measured by the other multiple measures. This is a possible option that the Commission would accept. The scoring rubric would need to be recalibrated accordingly.

9. What is meant by "ingrained"?
   Built in, deeply embedded.

10. Does the narrative inform the rubric and how will the rubric be used?
    Yes, the narrative informs the rubric and the rubric calibrates the point total for the narrative.

11. Are they going to calibrate in order to "rate" this indicator? Yes.

12. Do we need both the rubric from Maggie Lin and the narrative piece? Yes.

13. How is the accreditation report connected to this?
    See Framework #1 regarding accreditation.

Indicator 2 – Standardized Assessments – Strive HI

1. What will happen if we do not have this data?
   This measure would not be counted and the point requirements would be recalibrated to measure all other available data.

2. Does the Commission have a back-up plan?
   This measure would not be counted and the point requirements would be recalibrated to measure all other available data.

3. How are the numbers determined on the achievement gap?
   Per the Strive HI definition: Difference in LA and math proficiency rates for high needs (economically disadvantaged, special needs, english learners) and non high needs students.

4. How can neighbor island schools be compared across the island chain?
   If the question is addressing the STRIVE HI measures, each public school including all charter schools scores are measured against all public schools in the state. Complex Area data is also calculated and available to provide context and measurement as well. In theory, an all neighbor island schools comparison data could be calculated, but is not currently available.

5. How can we make cut and dry numbers of less concern?
   Much of the criticism of the previous versions of the Academic Performance measures focus on the over-reliance, as required by statute, upon the standardized test (currently the Smarter Balanced Assessment). As such, the Commission has proposed providing multiple avenues for schools to meet the Commission's academic performance expectations. Essentially, rather than ONLY measuring schools on the standardized test (currently, the Smarter Balanced Assessment), the Commission has proposed the additional measures shown in Exhibit B that provides schools with the opportunity to share multiple measures to supplement the statutorily required standardized test.

6. Why are we not looking at Title I goals instead to see achievement?
   If a school is a Title I school, they should incorporate their Title I goals into their data. 23 of our schools are Title I. Indicator 5 is School Reported Data - Site-Relevant Diagnostic measures that allow for schools to include their Title I information to provide additional measure of student achievement.

7. Is this setting goals for us rather than us doing it?
   You can meet the Academic Performance expectations by demonstrating student achievement through the statutorily required method (Smarter Balanced-Strive HI measures) or you can supplement that measure with Mission Aligned Initiatives, Student Engagement measures and School Reported Data - Site-Relevant Diagnostic. The goal is to ensure that all public charter schools are meeting their performance expectations, and thus allowing schools multiple avenues to

meet that expectation is the addition made to this version of the Performance Framework that is reflected in the draft contract.

8. What does it mean when a school falls below these standards?
   The contract makes more specific how a school will be measured and evaluated in its performance expectations and how a public charter school's contract can be renewed and when it may not be renewed for failing to meet the articulated performance expectations.

9. With respect to evaluating a school on graduation, will the fact that our school is small be taken into consideration?
   No, remember that graduation rate is but ONE measure of multiple that will be evaluated together as a whole over the course of the entire five year contract.

10. How do they factor in reset given COVID pandemic?
    If the standardized test (STRIVE HI scores) are unavailable or cannot be used then all other measures will be used and the point scale recalibrated to account for the lack of that data.

11. How does the promotion rate fit into standardized assessments?
    The Commission has changed this measure to match the statute - Post-Secondary Readiness.

Indicator 3 – Comparative Performance - Complex Area –

1. How are comparison schools selected?
   Other schools in your surrounding complex area and complex
   i. Is it comparative versus complex?
      Comparative just means that your school's performance will be compared to that of your Complex Area's performance.

   ii. Why is this here?
      Again, this is another way to provide Charter schools with multiple avenues to demonstrate student achievement. One of the intents behind authorizing public charter schools is to create public schools that better serve their communities. Thus, comparing the performance of our public charter schools to that of their geographic Complex Area is another way to demonstrate that they are doing a better job of educating the students in their community than the regular schools.

iii. Why do we need comparative data? -See above.
iv. Can we remove it completely?
Should a school decide to rely solely on their STRIVE HI measures, the Commission is willing to consider limiting the academic performance measures to only Indicator 2 and would adjust the score accordingly.

2. How do schools with both a brick and mortar site and blended program statewide define their complex area? Schools with multiple campuses will be compared to the complex area in which each campus is located. See Above

3. What if the complex area only includes one or two schools similar to ours – one or two schools with the same levels – what is the complex area then?
Commission defines Complex Area based on the HIDOE's definition - A high school and the elementary and middle schools that feed into it. Anywhere from two to four Complexes are grouped into a Complex Area, which has its own Complex Area Superintendent (CAS) and support staff. See Indicator 3 (ii) explanation.

4. Can they have an early college going rate in a separate space?
Schools may choose to use early college going rate as a measure in Indicator 5.

5. Define what a complex area is:
The HIDOE definition - A high school and the elementary and middle schools that feed into it. Anywhere from two to four Complexes are grouped into a Complex Area, which has its own Complex Area Superintendent (CAS) and support staff.

Indicator 4 – Student Engagement

1. How is continuous enrollment defined?
We changed this to enrollment Variance and propose to move this to the Financial Framework.
i. Where are the numbers from? See Financial Framework section.
ii. How will this data be pulled? See Financial Framework section.
iii. Why is continuous enrollment a measure of Student Engagement? What is the intention behind this question? Is it about satisfaction with the school?
The intention behind this measure is about parent's and students' satisfaction with the school. However, upon further review the statutory requirement is to measure enrollment variance, thus the measure is captured in the Financial Performance section.
1. Why are we looking at continuous enrollment? See above

2. How can we avoid being penalized for parents who seek other schools?
Public charter schools are schools of choice, meaning, their enrollment is based

upon the student and parent's choice of enrolling in a public charter school, unlike our Department public schools that are restricted by geographic residency. One of the major reasons for authorizing public charter schools that are not limited by geographic residency to provide our public school students and families with a choice of quality public education. An indicator and measure of that is continuous enrollment. Being responsive to your students and parents is an indicator of the charter schools meeting its promise to the community they serve. While every school faces movement of students and parents, this should not be a measure that will on its own affect the overall academic performance rating as a whole.

3. Why is absenteeism a measure of student engagement?
   If students are not present then there can be no engagement and it raises questions as to how much of the school's program has the student actually been exposed to. Again, this indicator is one of many and should not affect the overall academic performance rating as a whole.

4. Can we use data from the Panorama Survey, Title reports, and our accreditation reports for this indicator?
   See Indicator #1. 3. response on accreditation reports.
   Relevant data from the Panorama Survey can be used to evidence this measure.

5. Can we look at cohort groups?
   Yes, certainly.

Indicator 5 – School Reported Data – Site Relevant Diagnostic (Biannual Submission)

1. Where did the school added value measure go?
   It has been incorporated into the mission aligned measure in Indicator 1.

2. Does the diagnostic tool need to be approved by the Commission?
   No However, the diagnostic tool should be one supported by industry standards.
   i. What tools can I use?
      1. Adaptive Diagnostic Tool - i-Ready
      2. Local-Specific Diagnostic Tool - KE AU and other school designed and validated tools
      3. Universal screeners - STAR Reading and Math, Running Record, DIBELS, etc.
   ii. How much flexibility do we have to choose this measure?
      It's the school's choice.
   iii. What do you want us to use? See above.

3. How can schools pursuing accreditation be considered?
   See response to Indicator #1 on accreditation. Schools who are pursuing accreditation or are accredited by WASC or WINHEC, may use the data/materials collected for that purpose as evidence of the relevant sections of the Academic Performance framework.

4. What is Biennial? Once every two years.
   i. How often is reporting? Biannually, which means twice a year. This is collected two weeks after the 1st and 3rd quarters.
   ii. If this is a biannual submission, what are the windows for submission? End of 1st and 3rd quarters

5. Can the school wide improvement plan we update annually be worth something?
   Yes. Data is worth everything. We recognize this refers only to those schools who are Title I.

6. How does all this affect a bilateral contract?
   Not sure why this question is being asked about this indicator.

   Remember that a bilateral contract only means that there are two parties to this contract.

7. When do we need to identify this?
   The Commission and the school will agree upon the measures in the Academic Performance framework (Exhibit B) prior to the signing of this contract. It's a matter of fairness to the school to know what and how they will be measured and evaluated Academically prior to the start of the contract.

8. How do we use diagnostic results and how does 3% look in various measures?
   The Commission is no longer requiring schools to set a target of improvement. We are looking at taking our percentages out. Schools might be able to identify their own growth targets and measures.
   i. Is 10% in NWEA MAP different from 10% in other measures? See above. It is up to the school if they wish to include this in their data cache. Schools can and decide on what they wish to include.
   ii. If intent is to look at how schools use diagnostic data, why is there a percentage attached to it? See above.
9. Can there be a narrative that shows how schools are utilizing data?
   Yes, certainly, schools are encouraged to provide the story behind the data that they present.
10. Does it have to be tied to Reading and Math? Are there options?
    At this time, yes.

11. What if we switch the tool from year to year?
    The school may change the tool from year to year, but must inform the Commission when they change it to update the contract.

Organizational Performance Framework:

1. Can the contract and framework reflect the budget change that will occur over the next four or five years?
   The Financial Performance portion of the Performance Framework allows for the Commission to adjust it's expectations given the budget changes as the framework is a risk assessment framework. However, many of the Organizational Performance requirements relate to operational matters of health and safety, and public schools are expected to meet those requirements no matter the budget changes.

2. Can the contract and framework have language to reflect the uncertainty of our current times and the next 4-5 years?
   The contract governs the performance expectations the Commission has of the public charter school it authorizes and articulates the understanding between the two.

3. How much room is there in the framework criteria to allow adjustments within the law? No adjustments can be legally made without changes in the law. The Commission must ensure that schools are meeting all legal compliance and contract requirements.
   a. Is the FW based on potential law changes over the next few years or influenced by the legislature? Statutory requirements of the FW reflect current law.

4. Is the bar going to be increased incrementally over time?
   Schools need to meet their contractual agreements with the Commission. Performance Framework expectations are as articulated in the contract.

5. Why is nursing included in the organizational framework? The school has to follow applicable DOH guidelines with health aides. Again, the Commission has more fully described the requirements and expectations for performance to avoid confusion. Ensuring that both parties understand what is required and agreed upon is only fair to both parties.

6. Why are the education and financial frameworks here?
   Meeting the compliance requirements of the school educational program as well as the financial management requirements are part of the organizational performance expectations. The operations of the school, in the way that it delivers on its academic and financial performance are interconnected.

7. Some of the requirements around school facilities are worrisome as there is a lack of clarity if the AG for our schools is our representative. Noted. ? Schools should discuss these areas of concern with their Deputy Attorney General and bring proposed changes to the school facilities provisions in the contract for the Commission to consider.

8. Does this affect the Governing Board's abilities to make decisions for our schools? No. The contract and organization frameworks serve as guides for Governing Boards and School Leaders and articulates more fully what is expected.
   a. Does this move into the realm of the local governing board? See above.

9. Can the Commission state what their relationship with the Charter Schools more clearly? (subordinate/superior)
   The Commission is the authorizer of public charter schools. HRS 302D-5(a)(5) requires the Commission to monitor, in accordance with charter contract terms, the performance and legal compliance of public charter schools.

10. To whom will these changes apply? All Charter Schools seeking renewal.

11. Can we have statutory language and not characterization of statute? Contract contains statutory references and citations.

12. Can we add a Hawaii base to the NACSA standard that is being upheld?
    Please provide further explanation, NACSA standards are the foundation to what the Commission's contract was built upon. The Commission is adding to that national standard items that are relevant to the schools that it authorizes.

13. Is this for real?
    Yes.

14. Can we make it feel more like authorizing with Aloha?
    The Commission's strategic plan articulates not only the mission and vision for chartering in Hawaii, but it's overall philosophy.

The charter contract is a legal document that articulates the understanding and expectations between the Commission and the public charter school it authorizes. The charter contract should be as long as it needs to be in order to ensure that both parties understand and know what is expected of each. Each public charter school should understand and acknowledge the expectations of performance that the Commission has. Conversely, the Commission's obligation is to ensure that the charter contract explains what those expectations are, and in the case of a public charter school, what and how their school's academic, financial, and organizational (all other things not academic or financial but required) performance will be measured and evaluated annually and cumulatively at the end of the contract term for the purpose of renewing the school's charter contract for another term.

These performance expectations are what is known as the Performance Framework. This is what has been incorporated into the contract AND explains what and how schools will be measured and evaluated on those expectations.

Having Aloha for its schools means working to have more understanding and clarity around what is expected of our public charter schools and listening and acknowledging the academic work that has been done and measured in multiple ways.

15. Will these be Epicenter tasks? Narratives? What type of documentation will we be required to submit?
    Forms will be generated by the Commission to facilitate the process of narrative submittals.

16. Exhibit A no longer has essential terms--disconnect: Contract 4.0 does not include essential terms, however, schools may focus on how they have met their essential terms in Indicator 1 of the Academic Performance Framework. financial management system (2a) "meets standards" but it doesn't say who has access...Commission? Yes- Commission access to bank accounts.

Financial Performance Framework:

1. If numbers do not change but pupil allotment has, how will that look in coming months? Any changes in per pupil funding will have an effect on funding received by schools. The Financial framework is a risk assessment, and should the budget situation affect the school's financial risk rating, the Commission has

the discretion to adjust their tolerance for that risk given the financial situation faced by all schools.

2. We know that we are facing budget cuts/furloughs does this mean that the Commission will be penalizing people due to COVID/due to budget cuts?
   The intent of the Financial Framework is to evaluate the fiscal stability and well-being of charter schools. The Financial framework is a risk assessment, and should the budget situation affect the school's financial risk rating, the Commission has the discretion to adjust their tolerance for that risk given the financial situation faced by all schools.

3. Will the Commission account for impact from COVID, not just with funding, but how we make decisions based on COVID in a marketplace where everybody is looking to buy the same things?
   The intent of the Financial Framework is to evaluate the fiscal stability and well-being of charter schools. The Financial framework is a risk assessment, and should the budget situation affect the school's financial risk rating, the Commission has the discretion to adjust their tolerance for that risk given the financial situation faced by all schools.

4. Will there be language to provide a way back when audit findings of the past have corrected? Unsure of the context of this funding or where the Contract refers to audit findings.

   The intent of the Financial Framework is to evaluate the fiscal stability and well-being of charter schools. The Financial framework is a risk assessment, and should the budget situation affect the school's financial risk rating, the Commission has the discretion to adjust their tolerance for that risk given the financial situation faced by all schools.

5. If the Commission wants the schools to be profitable why can we not use the profit we make?
   Public agencies are not meant to use public funds to make a profit; schools need to exercise sound fiscal management to ensure that they are sustainable. Charter school autonomy to operate and manage their budgets and financial conditions apply not only when there is more funding, but also when there is less funding due to downturns in the economy. It is the responsibility of the public charter school and its governing boards to ensure that the school can continue to operate even when funding decreases. Just as Department public schools may

need to make unpopular decisions or cut back on programs, public charter schools who face similar funding challenges are expected to do the same.

6. Schools need to make a profit in order to be sustainable. How do schools invest in growth and remain sustainable?
   Public agencies are not meant to use public funds to make a profit; schools need to exercise sound fiscal management to ensure that they are sustainable. It was intended that nonprofits supporting schools would be responsible for fund-raising and investment.

7. How do schools book savings as a receivable?
   Receivables usually refer to goods or services that have been delivered or used but not yet paid for; schools should work with their business staff to determine how their accounting systems categorize surplus income.

8. Even if assets are double liabilities we are still at moderate work?
   That means you have equity.

9. What are best practices?
   Unsure of the context of this question

10. How do the components of the financial perf factor into the framework; additional components were added; how do they factor in? Unsure of the context of this question; there are no changes to the Financial Framework.

11. is there any possibility that the Commission is aware of a strategy that schools might use...ex: Federal funding? Is the Commission staff aware of anything that might help? Might the Commission look into other manners of funding that could help our schools -
    The Commission works with DOE, the governor's office, multiple state agencies, and the Legislature on charter school funding issues.

12. If school is headed to financial distress, what can help them?
    The school leadership and the Governing board are the first line of defense; fiscal distress does not happen overnight. The governing board needs to monitor and be aware of the school's fiscal situation and have its own measure in place to determine when intervention and action is needed.

13. If I have money saved why can school not use that to balance the cash flow?
    Schools are able to carry over funds from year to year and should utilize the funds they have to carry them through tough budget years like these.

14. How will all these requirements apply under COVID?
    The intent of the Financial Framework is to evaluate the fiscal stability and

well-being of charter schools. The Financial framework is a risk assessment, and should the budget situation affect the school's financial risk rating, the Commission has the discretion to adjust their tolerance for that risk given the financial situation faced by all schools.

15. Do Commissioners understand the Financial Framework and can they explain it to me? e.g., the debt to asset ratio? Unsure of the context of this question
See Exhibit B Financial Performance Framework.

16. Do these expectations take into account industry standards and is this the standard for Charter Schools here in Hawaii?
Yes; the indicators in the Financial Framework come from the National Association of Charter School Authorizers (NACSA) Charter School Framework model that was used to develop the current charter school law and initial Charter School Contract and Frameworks.

17. How do we get fringe back to you?
The DOE has decided that funds for fringe payments will not be distributed to schools and not drawn down by the Commission.

18. How much risk is acceptable?
Currently the Commission requires that all schools have a financial risk assessment no higher than "Moderate". Schools that exceed the Moderate risk level may be subject to Commission review and/or intervention. Should COVID 19 cause more schools to move into a high risk assessment, the Commission may decide to raise the acceptable level of risk rating for schools to meet expectations.

19. How will we be judged on risk factors?
See response to #18 above.

20. What are the lines to define pass or fail? What is the bottom line?
Currently the Commission requires that all schools have a financial risk assessment no higher than "Moderate" Should COVID 19 cause more schools to move into a high risk assessment, the Commission may decide to raise the acceptable level of risk rating for schools to meet expectations.

21. Can you put something out to say how we will be going forward? What guidance can we get from the Commission on how we are to move forward?
    Currently the Commission requires that all schools have a financial risk assessment no higher than "Moderate" Should COVID 19 cause more schools to move into a high risk assessment, the Commission may decide to raise the acceptable level of risk rating for schools to meet expectations. The Commission will add language to the contract that allows for this.

22. Will there be alternative criteria for the Financial Framework similar to the Academic criteria?
    No, there are no alternative indicators proposed for the Financial Framework. The risk assessment model is appropriate and does what it is supposed to --tell the Commission what level of risk is the school operating at. The Commission can adjust their level of risk to the overall conditions affecting the charter sector.

23. Why did the Commission come out with this now when we are still trying to figure out what to do with COVID? What is the urgency of these documents?
    The Financial Performance Framework is not changing under this latest draft and is planned for the schools who have been renewed and will need a new charter contract on July 1, 2021.

24. What is the impact on contract renewal of the risk rating?
    Currently the Commission requires that all schools have a financial risk assessment no higher than "Moderate" Should COVID 19 cause more schools to move into a high risk assessment, the Commission may decide to raise the acceptable level of risk rating for schools to meet expectations. The Commission will add language to the contract that allows for this.

25. Is this a bottom line/baseline or a hierarchical framework?
    Unsure of the context of this question.

26. Will there be alternative financial criteria for 3.0 and moving forward?
    No, there are no alternative indicators proposed for the Financial Framework. The risk assessment model is appropriate and does what it is supposed to --tell the Commission what level of risk is the school operating at. The Commission can adjust their level of risk to the overall conditions affecting the charter sector.

27. When is this going to apply? What year?
    The financial performance framework is the same for all schools and will be included for those schools whose contracts have been renewed and will begin on July 1, 2021.

28. What kind of commitment can we get from the Commission that money will be

dispersed for its intended purpose?
Unsure of the context of this question.

29. Can the Commission put out criteria to work with instead of sending out vagaries?
The indicators of the Financial Framework provide specific measures for schools to allow them to determine fiscal well-being and sustainability.

30. How do we present ourselves to the Legislature?
Unsure of the context of this question.

31. How far on the reserves will they let us go?
If schools have cost savings that they have carried over, then it is the school's decision on how to utilize these cost savings to cover potential budget shortfalls.

32. How can the end of year audit cover potential contradictions?
Unsure of the context of this question.

33. Why can the Schools not make adjustments although the Commission can make adjustments to our per pupil?
Unsure of the context of this question. The Commission makes adjustments to per pupil based on statutory requirements and the Department of Budget and Finance and the Governor.

NOC/Notices of Deficiency

1. Assuming the Commission can decide and issue a NoC, how will "what is substantial" be determined and defined? Sections 17.7 and 17.8 of 4.0 are very clear on issuances of Notices of Concern. The term "substantial" is not mentioned. The definition of the term does not need to be addressed here.

How to Amend

See Section 19.2 of the contract.

Other Qs:

1. How is this feedback really influencing the discussion? How many sessions will it take to get to some sense of moving forward?
The Commission has reviewed the feedback provided thus far and is responding to the feedback in this document.

2. What is the Commission going to do with today's feedback? Feedback will be reviewed and considered.

3. When will we see the changes? An updated draft of the contract will be posted on the website.

4. How much of our feedback will be incorporated or is it done?
   At the time of writing this, a final version has not been confirmed. How much feedback will be used will be determined by how constructive and applicable it is.

5. How did we get here and why are we here?
   The Commission has engaged schools to listen about their concerns with the Performance Framework and then held feedback sessions on the Draft Performance Framework and the revised version of the contract (4.0). There are 11 schools that have been renewed and will need a new contract beginning July 1, 2021.

6. How is this draft not usurping 302D-12?
   It does not usurp 302D-12. It does clarify and support §302D.

7. How is this living up to the intent of the statute?
   This draft was developed in accordance with HRS §302D

8. Need to find more clarity on the timeline and how the timeline applies to each school
   See response to Contract Language #30 and webpage.

9. When will the changes be included and how will this information be disseminated?
   The Commission will continue to make adjustments to these DRAFT documents and will post them on the webpage.

10. After all these feedback meetings, what are the process timelines? See webpage.

11. What are the changes if any? See webpage

12. We have not seen a revised contract, are our voices going to be heard and a?
    Contract 4.0 is a revision of previous contracts. Feedback sessions have allowed participating schools to voice their concerns and questions. See webpage.

13. Timeline is most troubling. Who is this applicable to? Contract 4.0 is slated for the schools already renewed and will be used going forward for future renewals. See response to Contract Language #30 and webpage.

14. Is the Commission looking at keeping discretion over the process?
    The contract articulates how the Commission will decide whether or not to renew a charter school‘s contract. The process also includes opportunities for the Commission to exercise its discretion where appropriate. (i.e. Academic and

Financial Performance)

15. What does this feedback process look like? This. Feedback, revision, Commission review and approval, AG review and revisions, Commission approval, execution with renewed schools.

16. Is there a possibility whether or not input from directors' major concerns, that actual positive change will occur; is this a box check exercise? Sincere listening? Sincere listening.

Questions and issues from webpage (bottom, blue and gold infographic):

Most Common talking points:

- Measuring Growth

- Points assigned and how they are earned in the rubric
  They will be updated to provide more specifics.

- Standardized data components

- Relevance of data to current education situation
  See Q&A responses to Indicator 2-Standardized Assessment Pages 18-19

Some questions to be addressed:

- Is there a narrative piece for each of the five indicators (in the academic performance framework)?
  Yes, it will be updated to provide more specifics.

- Is there room for additional indicators?
  Indicator 5 of the Academic Framework, allows for the inclusion of other academic indicators.

- Is there a backup plan in light of COVID and other extenuating circumstances
  See Q&A responses to Indicator 2-Standardized Assessment Pages 18-19

- Will there be a list of definitions and clarification of terms used?
  See Contract 4.0 revised, Article III, page 11.

- Will exemplars be provided for each rubric?
  Under 3.0, schools did not need exemplars to understand what was required of them. The Commission will review whether exemplars are necessitated under contract 4.0.

Questions received from school personnel posted to the website

1. When does the Commission intend to approve Draft Contract 4.0?
   The Commission will approve the final draft after the AG's review.

2. Will the contract be approved in its entirety at one time or will the Academic and Financial/Organizational Performance sections be approved at different times?
   Yes, the contract will be approved in its entirety after the AG's review. The Framework is part of the contract and not a separate document.

3. When will Draft contract 4.0 be applicable and to which schools in what years?Refer to timeline posted on the Commission's website - https://www.chartercommission.hawaii.gov/draft-performance-framework

4. Could Commission staff share all upcoming versions of the draft directly with school leaders when it becomes available?
   The drafts are posted on the Commission's website for everyone to view. https://www.chartercommission.hawaii.gov/draft-performance-framework

5. Are opportunities available, aside from the feedback session and for those school leaders and others who would like additional clarity on the process and criteria of Draft Contract 4.0, to meet with Commission Staff to gain a better understanding of the Financial Framework Indicators?
   Any questions regarding the Financial Framework Indicators can be sent by email to Operations.

6. Is the Commission Staff confident that Commissioners understand the FinancialPerformance Indicators and how they would apply in our Schools? Yes.

7. How do we as schools share our perspectives and experiences as they relate to the Financial and OrganizationalFramework indicators with Commissioners?
   Schools have multiple opportunities to share their perspectives and experiences via oral or written testimony during Commission meetings, scheduled feedback sessions, and through email submissions to Frameworks or Operations.

8. Can approval of the draft be postponed beyond January 2021?
   Timeline will be updated as necessary.

9. Will there be acknowledgement of the impacts of COVID as it relates to the Financial Performance Indicators and the current and expected budget and funding environment?
   The Financial Framework will reflect the anomalies resulting from extenuating circumstances and events such as the current COVID pandemic. See responses to Financial Performance Framework beginning on page 25.

10. Is the intent to rely on the Corrective Action Plan Process when schools fall into the moderate, high, or significant risk categories (for any of the indicators) as a result of COVIDs impact on budget and finances?
    This question is unclear. A Corrective Action Plan will be implemented as needed depending on the circumstances.

11. Is there room to modify the indicators to be more reflective of the current budget environment and to be relevant and realistic so we don‘t need to engage in the contract amendment or Corrective Action Planning processes?
    The Financial Framework is capable of handling the current budget environment and reflecting accurately a school’s budget reality. See responses on page 28.

12. According to Draft Contract 4.0 the Financial Performance Framework is "a tool for the Commission to assess the financial health and viability of charter schools" and that together the indicators provide a "qualitative assessment of the school‘s near-term financial health, mid-term capacity, and long-term financial sustainability." In consideration of the impacts of COVID-19 does Commission Staff feel the current unchanged expectations are realistic? Yes.

13. Additionally does the Commission feel this tool was effective over the course of contract 3.0? So Effective that it requires no adjustments? Draft Contract 4.0 and the Academic Performance Framework has been adjusted.

14. As the Commission under 302D-5, (2) is responsible for and ensures the compliance of public charter schools it authorizes with all applicable state and federal laws, including reporting requirements, shouldn’t the Commission be responsible for timely notification to PCSs of any changes in applicable laws which pertain to the Charter Contract? See Question 29, page 8.

15. ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENTS, 1.3 Conditions: does this section refer to school-specific contract conditions? This section will be amended to reflect Exhibit “C” has been incorporated into the body

of the contract.

16. ARTICLE III: DEFINITIONS•"Applicable Law": "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." Does the Commission have the legal authority to do this?
    Yes. The Commission has the last word if there is a disagreement between the School and the Commission on applicability. If it is a legal question, it will be referred to the Attorney General.

17. Shouldn't a determination of legal applicability be made by the AG's office?
    The AG's office will review the charter contracts in their entirety for legal applicability prior to the Commission's approval and execution.

18. Does "Small and Attractive Assets" include pens? Paper clips?
    Small and attractive assets are assets that do not meet the state's capitalization policy but that an agency considers particularly vulnerable to loss, thus subject to special property control. It is called "inventory", small inventory like office tools, office supplies, kitchen supplies, etc.

19. "Known" or "Knowledge": this provision is wide-open for abuse. How would it be determined that a representative of a school's governing board and/or school was 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 or that such knowledge has triggered or impacted a legal responsibility or obligation of a school's governing board or school? Facts and evidence acquired through appropriate inquiries and investigation. What kind of investigation would be carried out? The type of investigation would be determined by the underlying event or circumstances being called into question. Who would lead the investigation? The Commission would delegate or refer to appropriate authorities depending on the situation.

20. ARTICLE IV: GOVERNANCE OF SCHOOL•S4.3 Governing Board Membership, does the Commission intend to determine whether a GB is in compliance with its Bylaws? Yes.

21. Does the Commission intend to reserve the right to deny board membership to any individual being considered by a governing board?
    Section 4.3.(3) was deleted from the draft. Commission will be kept current on

Governing Board members.

22. S4.6 School Governing Board Member Information1.Re: (d) How does submission of board member's resumes "facilitate regular and emergency communications"? It does not. The submission of the resume has been removed.

23. ARTICLE VI: ACADEMIC PERFORMANCE•S6.2 Material Elements of the Educational Program: the governing board has the independent authority to determine instructional methods, why is it required to submit any change (Exhibit A) to the Commission presumably for approval?
The Governing Board has the independent authority to determine the instructional methods used by a school. Such methods are not listed on Exhibit "A". If, however, a school's instructional methods change and results in a material change to the charter contract, such as changing the school's mission which is listed on Exhibit "A", then Commission approval is required.

24. S. 6.4, Curriculum: S2.4 requires schools to submit any proposed changes to the Commission, while S6.4 refers to "material" changes. What changes are considered "material"? Material changes affect the terms and legal obligations between the Commission and the school. If the governing board under 302D-12 has the "independent authority to determine the organization and management of the school, the curriculum, virtual education, and compliance with applicable federal and state laws," why is approval from the Commission warranted in cases of changes in mission, vision? The charter contract is a legal document that articulates the understanding and expectations between the Commission and the public charter school it authorizes. The contract articulates the expectations of the Commission and one of those expectations is that the school delivers on their stated mission.

25. S6.6 Students with Disabilities: why was "The Commission shall collaborate with DOE to develop guidelines relative to the provision of special education services and resources to each charter school" deleted from draft 4.0?
It is not relevant for the purposes of contract 4.0.

26. 2.v. What was the rationale for using the geographic complex for comparison rather than comparable schools with similar demographics as many charter schools have suggested?
Charter schools are public schools and are part of a complex and complex area within the state system. Schools within the same complex area also share in similar demographics. The comparisons accurately reflect school performance in

each geographical location.

27. S6.11 Is failure to meet all academic performance indicators considered in substantial progress? Yes.

28. S7.2, 5: This requirement appears to be contradictory: do you mean, comply with everything else not contained in the contract? Yes.

29. S7.2, 6: A definition of "other entities" is needed. Anyone, organization or agency other than the school or the Commission. If the term refers to DOE or the DOH, isn't that covered in relevant laws, regulations, etc.? Yes.

30. S8.24 Per-pupil Funding: Funding Subject to Appropriation: How does this section relate to conversion charter schools?It applies to all public charter schools. There is no differentiation between a start-up or a conversion charter school for per pupil funding.

31. Would the DOE take over operation of the school?
We cannot speak for what the DOE would do. This is not relevant to our current discussion of the draft of contract 4.0.

32. S8.25 Per-pupil Funding: Adjustments to Funding: please explain the meaning of item d. How much does this amount to? Shouldn't charter schools be given an accounting of how funds allocated for operations are being paid out centrally?
Response coming.

33. Since governing boards are "independent" with responsibility to oversee the financial viability of the school, use GAAP, and ensure an annual audit, is it necessary to include such prescriptive guidelines in the contract (i.e., 8.4, 8.6, 8.7, 8.10, 8.11, 8.13, 8.21, and 8.29)? Yes.

34. ARTICLE IX: ADMISSION, ENROLLMENT, AND ATTENDANCE•Is it necessary to reiterate provisions contained in 302D since these are addressed both in the law and in Exhibit B of the contract? Yes.

35. S14.5 1.b.: Performance below 73% on the APF for the most recent year of reporting would not necessarily warrant school closure under ordinary circumstances, so why should the Commission be able to deny a request on this basis, especially if it might improve the overall conditions of the school for students and employees? • This question is unclear as to whether the "request"

is for a complete campus non-emergency relocation or an additional campus at a different location.

36. S14.51.b.: If a NOC is relating to "perceived problems," why should a request be denied on the basis of supposition or if the school has submitted a response to the NOC which has been accepted by the Commission? S14.51.d.: How can the school provide educational services primarily at locations identified in Exhibit "A" if it is requesting a relocation?
    This question is unclear and appears to be speculative. Section 14.5 (1)(b) does not speak to denial by the Commission based on a NOC status.

37. S15.6 Personnel Data: How can the school ensure each employee receives benefits for which they qualify?
    As the employer, it is the responsibility of the school to ensure each employee that qualifies for State benefits receives such benefits.

38. 16.1 Insurance: has the deductible issue been resolved? No.

39. Are schools prohibited from purchasing additional insurance as provided in the 2017, 3.0 Contract? Yes.

40. ARTICLE XVII: COMMISION OVERSIGHT AND RESPONSIBILITIES•S17.4 Right to Review and S17.5 Inquiries and Investigations: have these sections been reviewed by the charter school AG?
    This draft contract 4.0 has not yet been submitted to the AG for review. Whether individual charter school AGs have reviewed the draft is unknown.

41. S17.6, Site Visits: What are "reasonable efforts" to provide notice of visits?
    Suitable, rational, or fair efforts considering the scheduling available by both parties concerned.

42. S17.7 Notice of Concern: "Perceived problems" gives the Commission wide latitude to issue a NOC. What are the grounds for "perceived problems"?
    Under HRS §302D-17, the Commission has the duty of ongoing oversight and corrective actions and shall continually monitor the performance and legal compliance of the public charter schools it oversees, including collecting and analyzing data to support ongoing evaluation according to the charter contract. The Commission has the authority to conduct or require oversight activities that enable the Commission to fulfill its responsibilities under this chapter, including conducting appropriate inquiries and investigations, so long as those activities

are consistent with the intent of HRS Chapter 302D and adheres to the terms of the charter contract. Should the Commission find that a public charter school's performance or legal compliance appears to be unsatisfactory, the Commission shall promptly notify the public charter school of the perceived problem.

43. What is considered "reasonable opportunity to respond and remedy the problem"?
    Please refer to Section 17.8 Notice of Concern Protocols where it states there are 14 calendar days in which a school may respond. The NOC response form allows for the schools to articulate the remedy if any, and the time needed.

44. Under what circumstances would "immediate revocation" be warranted regarding a NOC as opposed to a NOD?
    This depends on the severity of the problem and is a case by case situation.

45. S18.2 Non-Renewal of a Charter Contract, #1: This provision reiterates the law (302D-18)...commission of a material and substantial violation of any of the terms, conditions, standards, or procedures...is grounds for termination yet, it also states heavier emphasis will be placed on violations relating to health or safety and equal access and equity of educational opportunities, which is perhaps, a contradiction. Is there discretion here or not? There is no contradiction here. Section 18.2 articulates the conditions that may result in the Commission's decision not to renew a charter contract.

46. S18.2 Non-Renewal of a Charter Contract, #2 & #3: what would constitute a "pattern of failing to meet expectations"?•A definition of "pattern" is a series of actions showing how things normally happen or fail to happen.

47. S18.3 Revocation: Which provisions of the contract are considered "material"?
    Please see Section 18.4 where it states in part, "Material provisions include, but are not limited to, provisions imposing a requirement to comply with the Commission rules and policies and all applicable laws."

48. S18.5 Termination by the Commission: has the Commission developed a public charter school closure protocol as required by 302D-19 and referred to in S18.9?
    Yes.

49. 302D-18 states failure to make sufficient progress toward performance expectations set forth in the contract may be grounds for termination. In the case of insufficient funds, would conversion charter schools be terminated? Yes. If so,

is there a commitment from HIDOE to resume operation of the conversion public schools? No.

50. S19.7 Board of Education Authority: how is this determined? By statute.

51. It is up to the Commission to consider a balanced focus: how does it want to implement its role to "oversee" public charter schools?
The Commission's Strategic Plan articulates the Commission's mission and vision for authorizing.

52. These standards are not enforced in HIDOE as they are in the Hawaii Charter community: when was the last time a HIDOE school was closed due to non-performance?
This is the premise of public charter schools, unlike regular public schools, public charter schools are provided the privilege to provide public education that is different from HIDOE public schools, in exchange for greater accountability, accountability that may ultimately result in the closure of a public charter school for not meeting the performance expectations.

53. Mission Aligned Initiative: will the narrative be evaluated on how well the measures ("Basic," "Developing," "Practiced," "Ingrained") are addressed by each school? Yes.

54. Is the school following Generally Accepted Accounting Principles? Schools should practice and follow GAAP as well as uphold the fiduciary responsibilities of a public agency through fiscal accountability and transparency.
55. Is the School Complying with governance requirements? They should be.

56. General: if the school is able to come into compliance once the deficiency is noted, why should it receive a "Does Not Meet Standard" rating?

57. General: will feedback submitted via the Commission Input Sessions or via the link be shared with the charter community? Yes.

58. Will the Commission publish their responses to the feedback received? Yes.

59. Will the Commission be addressing the Financial Framework in the current contract 3.0 and 4.0 to account for Hawaii's financial crisis? Currently the Commission requires that all schools have a financial risk assessment no higher than "Moderate". Schools that exceed the Moderate risk level may be subject to

Commission review and/or intervention. Should COVID 19 cause more schools to move into a high risk assessment, the Commission may decide to raise the acceptable level of risk rating for schools to meet expectations.

60. Will the commission be taking a formal position on the allowable reserves to be used during this crisis? The Financial Performance Framework is not set up to establish or define specific fiscal situations, such as allowable reserves. Schools and their governing boards need to determine how best to manage the school's financial sustainability and well-being at all times, whether it's a time of fiscal crisis or fiscal stability.