



**State Public Charter School Commission
Charter Contract Renewal Application and
Guidance**

**Charter Application for
Kamalani Academy**

Charter Contract Renewal Application and Guidance

This renewal application fulfills the requirements of HRS§302D-18 and Hawaii Administrative Rules §8-505-12 to provide an opportunity for the public charter school to:

- (1) Submit any corrections or clarifications to the performance report;
- (2) Present additional evidence, beyond the data contained in the performance report, supporting its case for charter renewal;
- (3) Describe improvements undertaken or planned for the school; and
- (4) Detail the charter school's plans for the next charter term.

Pursuant to HRS §302D-18, the Hawaii State Public Charter School Commission (“Commission”) will award contracts based on the school’s performance across the academic, organizational, and financial performance frameworks over the term of the current charter contract.

All charter schools with contracts that expire on June 30, 2025, are eligible to apply for a new contract. On November 19, 2024, the Commission will issue a Charter School Performance Report (Performance Report) to each charter school whose charter contract is in its final contract year. The Performance Report summarizes the charter school's performance record to date, based on the data required by HRS§302D and the charter contract, and will provide notice of any weaknesses or concerns the Commission has concerning the charter school that may jeopardize its position in seeking renewal. A completed application is due 30 days after the issuance of the Performance Report on December 19, 2024.

Application Instructions:

This application has been pre-populated for the School’s convenience. The form is fillable and the school is able to make necessary changes.

To apply for renewal, the applicant shall:

- 1) Complete the entire contract renewal application;
- 2) If your school currently has an online/virtual or blended program, or would like the Commission to authorize an online/virtual or blended program, the applicable sections of the application must be filled out;
- 3) Review and verify any information pre-populated in this application by the Commission for accuracy and make changes as necessary;
- 4) Submit Board of Education graduation waiver (if applicable);
- 5) Submit a current, executed lease for each school site;
- 6) Submit a completed five-year budget workbook;
- 7) Submit the governing board resolution authorizing the current governing board chairperson to sign and submit the application;
- 8) Applications must be signed by the current governing board chairperson;
- 9) Submit a copy of the completed application to the Commission by 4:30 PM, HST thirty days after the mailing of the performance report.



**Hawaii State Public Charter School Commission
Charter Contract Renewal Application
for Charter Contract term July 1, 2025, to June 30, 2030**

School Information	
Name of School	Kamalani Academy
School Location <small>(List addresses of all instructional and non-instructional sites. Attach executed lease for each site)</small>	1403 California Avenue Wahiawā, Hawaii 96786
School Website Address	https://kamalaniacademy.org/
School Telephone Number	808-203-2993
School Fax Number	808-622-5474
Type of Charter	<input checked="" type="checkbox"/> Start Up <input type="checkbox"/> Conversion
Initial Year of Charter School Operations	2016
School Hours	7:30 am - 4:00 pm
Island Served	O‘ahu
Hawaiian Immersion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current Contract - Authorized Virtual Learning Program?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Current Contract - Authorized Blended Learning Program?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Educational Service Provider (if applicable)	N/A
Current Contract Grade Span	Elementary: K-5 Middle: 6-8
Is school seeking expansion beyond current grade levels?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If school is seeking expansion of grade levels, indicate which grade levels are being sought for the new contract term. Please submit Charter Contract Amendment Form.	Additional Grade Levels Requested:
Does your school require a graduation waiver from the Board of Education?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Since graduation waivers expire with the current contract, please indicate if school is in	N/A

the process of obtaining a graduation waiver from the Board of Education	
Governing Board Information	
Name of Governing Board Chair	Aumoana Kanakaole
Governing Board Chair Address	
Governing Board Chair Phone Number	██████████
Governing Board Chair Email Address	aumoana.kanakaole@kamalaniacademy.org
School's Mission and Vision	
Mission Statement	“Our school mission is to prepare our students to participate in their communities using aloha, ho‘ihi, and having a mālama mentality. That their individual talents can be used to move the world forward in unity, knowing that in order to be a contributing member, one must have love, respect, and acceptance of self and others.”
Requested revisions to the school’s Mission Statement (if applicable)	No

Application for a NEW or EXPANDED Virtual and/or Blended Learning Program

Please complete this section only if your school would like to add a virtual or blended learning program or expand the grades served by a virtual or blended learning program at your school.

Virtual Learning Definition: Students are not required to come to a school facility or location for instruction. The students may choose to do so, but the school does not require the student to be at a school facility or location for instruction.

Blended Learning Definition: All students enrolled in a blended program come to a school facility or location for instruction for all or part of the coursework. Instruction is provided both in-person and via technology. A blended school model must have a facility or location for instruction for all or part of the coursework.

Program(s) school is requesting	<input type="checkbox"/> New/Expanded Virtual Learning Program <input type="checkbox"/> New/Expanded Blended Learning Program
Maximum enrollment of virtual learning program requested for contract period July 1, 2023 through June 30, 2028	N/A
Maximum enrollment of blended learning program requested for contract period July 1, 2023 through June 30, 2028	N/A
Maximum percentage of total student population enrolled in the virtual learning program requested for contract period July 1, 2023 through June 30, 2028	N/A
Maximum percentage of total student population enrolled in the blended learning program requested for contract period July 1, 2023 through June 30, 2028	N/A
Grades served by the New/EXPANDED virtual learning program requested for contract period July 1, 2023 through June 30, 2028	N/A
Grades served by the New/EXPANDED blended learning program requested for contract period July 1, 2023 through June 30, 2028	N/A
How does your proposed blended or virtual learning program align with your school's current mission and vision and how does it extend access to your school's unique mission	N/A

and vision to the targeted population of the students/community?	
Provide the Commission with state assessment results in language arts, math, and science for the last three years, disaggregated by grade level, for your existing school as compared to statewide and complex area data. In order to qualify for an addition or expansion to a blended or virtual learning program, the school must show that they are currently at or above the state and/or complex area performance on state assessment results in language arts, math, and science, or other Strive HI measures OR that the school has exceeded their school's current Academic Performance Framework targets.	N/A
Finance and Government	
What are the costs associated with your proposed virtual and/or blended learning program and its various components?	N/A
How do these costs change over the life of their amended contract?	N/A
How are these costs affected by different student characteristics and contextual factors?	N/A
Are there any implications for weights and adjustments in the accountability or funding system due to your proposed virtual/blended program?	N/A
Provide a 5-year budget showing how your proposed program will operate, including a breakdown of teacher costs (including specialized training, dates and supplemental pay for recall days, if necessary), facilities, technology, internet access, curriculum, and any other associated costs.	N/A
Provide a demographic breakdown of the students you are proposing to serve through this program, e.g. Free and Reduced Lunch, geographic home location, grade level, general demographics.	N/A
What geographic area(s) will your proposed program be serving?	N/A

How is your proposed program's staffing model sufficient to address all of the requirements of reporting and oversight?	N/A
For the curriculum of your proposed program, will you be/have created your own curriculum or will you be purchasing curriculum? If purchasing curriculum, please explain why you are purchasing the curriculum and identify the company you are purchasing the curriculum from and the cost as well as the specific services the company will provide?	N/A
If purchasing the curriculum, what are the expected costs over the remaining term of your current contract? Provide a copy of your contract/proposed agreement. How does your budget account for the changes in your income/expense profile?	N/A
Have you had prior experience using the curriculum and the provider? Explain.	N/A
What were the academic results for students as measured by a state assessment using this curriculum in other schools/districts?	N/A
Instructional Program Quality	
How did you and/or your instructional team decide on the curriculum?	N/A
In addition to the state assessments (i.e., Smarter Balanced Assessment, Kaiapuni Assessment of Educational Outcomes (KĀ'EO)), what additional assessments of your students will you use to determine student outcomes and performance?	N/A
Where/how state testing will be held for all students?	N/A
How will the curriculum help your students meet the Common Core Standards? a. If you are using purchased curriculum, provide evidence of student outcome data as measured by a state assessment showing progress towards proficiency or beyond.	N/A

<p>b. If you have developed your own curriculum, provide a copy of your curriculum. You may also provide electronic access to the curriculum or video samples of the curriculum/course work students will be expected to experience.</p>	
<p>How did you assess the quality of the curriculum and how can we be assured that the curriculum you have chosen/created meets the needs of the students you are proposing to serve? How will your school determine that the student is learning the subject matter?</p>	N/A
<p>What assessments will you be using to evaluate learning and how will your staff monitor student progress and ensure that students are meeting the required standards?</p>	N/A
<p>How will your staff determine students' subject mastery and certify their eligibility to be promoted to the next grade level?</p>	N/A
Teacher and Administrator Quality to run a Virtual or Blended Learning School/Program	
<p>What are the professional qualifications of the teacher(s) and administrator(s) that will be running your proposed program?</p>	N/A
<p>What specific training(s) have the proposed teacher(s) and administrator(s) completed that addresses the unique needs of virtual and blended learning?</p>	N/A
<p>How is/are the administrator(s) qualified to manage and support teachers of virtual and blended learning students?</p>	N/A
<p>Please provide the Commission with the teacher evaluation instrument you plan to use to evaluate and support your virtual and/or blended learning teachers.</p>	N/A
<p>Has this teacher evaluation instrument been approved by HSTA? If not, provide documentation that you sought approval or entered into discussions with HSTA for review of this instrument. If your contract</p>	N/A

amendment is approved, you will need to provide documentation of approval of your evaluation instrument or utilize an HSTA approved evaluation instrument prior to the start of the blended and/or virtual program.	
How is your administrator qualified/trained to evaluate virtual and/or blended learning teachers?	N/A
If a virtual or blended learning teacher needs support, what kind of professional development will the school provide?	N/A
What training will be provided to teachers to adjust to virtual and blended teaching?	N/A

School Enrollment

***Final Enrollment Count must include the total number of students in blended and virtual programs if offered**

	2023-2024 Projected Enrollment	2023-2024 Final Enrollment Count*	2024-2025 Projected Enrollment	2024-2025 Final Enrollment Count*	2024-2025 # of students waitlisted	2025-2026 Projected Enrollment	2026-2027 Projected Enrollment	2027-2028 Projected Enrollment	2028-2029 Projected Enrollment	2029-2030 Projected Enrollment
Grade K Brick and Mortar	15	7	15	12	0	15	15	15	16	16
Grade 1 Brick and Mortar	12	6	12	11	0	12	12	12	13	13
Grade 2 Brick and Mortar	10	6	10	10	0	10	11	12	13	14
Grade 3 Brick and Mortar	12	8	12	8	0	12	13	14	15	16
Grade 4 Brick and Mortar	18	14	18	10	0	18	18	18	19	19
Grade 5 Brick and Mortar	12	12	12	13	0	12	13	14	15	16
Grade 6 Brick and Mortar	18	16	18	19	0	18	18	18	21	21
Grade 7 Brick and Mortar	15	12	15	18	0	15	16	17	18	19
Grade 8 Brick and Mortar	13	11	13	14	0	13	14	15	16	17
Total	125	92	125	115	0	125	130	135	140	145

Additional Information for Commission Consideration

Please take advantage of this important opportunity that acknowledges the work of your school by providing additional data (both quantitative and qualitative) which the Commission will use in consideration of your school's renewal. Additional information is especially critical for any of the performance frameworks (academic, organizational, and/or financial) for which the school did not meet the performance targets. Attach supporting documents if applicable.

Please see Kamalani Academy's Narrative Responses to Principal Evaluation, Financial Performance, Academic Performance and supporting attachments.

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Kamalani Academy Narrative Response - Principal Evaluation

2023-2025 Contract 4.0 Section 15.7 Evaluations:

“Pursuant to federal and state law and policy, the School is responsible for implementing principal and teacher evaluation systems. The School shall ensure that the evaluation systems are in compliance with all applicable laws, regulations, and policies, including, but not limited to federal and state education law requirements and collective bargaining requirements.”

**Target: Kamalani Academy will submit a baseline evaluation of the school director conducted by the reconstituted governing board with a report to the Commission on the result of the evaluation.
(Status: Not complete)**

Response: Kamalani Academy is currently led by interim principal Reina Nahulu. The Board will perform a 90-day period (9/16/2024 to 12/16/2024) evaluation of Reina as the interim School Director + launch the recruitment process for the permanent School Director in the new year. As part of our submission, we are including the principal evaluation process the board will implement moving forward. This process ensures accountability and supports the continued growth and success of school leadership. Please see Attachment 1 “School Director Performance Evaluation Process”.

Attachment 1
School Director Performance Evaluation Process

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I. Background and Context – the Why?

The Board should ensure that the School Director (“SD”) has the moral and professional support needed to further the goals of the school. This will be achieved through mutual respect, consistent and open communication, and a formal evaluation process.

A. Create a Supportive Environment:

The Governing Board should strive to provide professional and organizational support for the SD through periodically assessing the SD’s performance and providing professional development opportunities. Under the leadership of the Board Chair, the Governing Board should work with the SD to provide any necessary assistance in the SD’s role and responsibilities. The Board Chair, provides guidance by maintaining records of and enforcing board policies and procedures, chronicling institutional knowledge, and serving as a liaison between the Board and the SD.

In a supportive environment, the SD:

- *Receives frequent, substantive, and constructive feedback;*
- *Receives a fair and appropriate assessment of performance;*
- *Is connected by board members to key community leaders who can assist and support the organization;*
- *Is encouraged to use appropriate measures to reenergize and maintain balance; and*
- *Meets regularly with the Board Chair and/or Board member(s) for guidance, support and collaborative efforts.*

B. Establish Regular Performance Reviews

The SD and Board work together to develop annual goals and objects in alignment with the SD annual performance review rubric. The SD performance review will be carried out in accordance with the performance evaluation personnel policies for the school or no less than annually.

All board members should be involved in the performance review process. The Board Chair will lead the performance review process. The Board Chair and Board Secretary will maintain copies of the annual process and store and retain records consistent with the school’s human resources personnel and record retention policies.

The SD and Board will work together to develop annual goals and objectives in alignment with plans and operating needs which will be utilized as the SD’s annual performance evaluation.

The Board will: 1) Gather multiple inputs of the SD’s performance in constructing the annual performance evaluation, including but not limited to the: a) SD (self-evaluation); b) the Board; c) School Community; and d) the Community at large (with inputs from the SD); 2) Meet with the SD, and have an opportunity for the SD to document feedback regarding the multiple input sources; and 3) File the final performance evaluation in the records of the organization.

C. Establish Reasonable Compensation: *In determining base compensation and/or additional compensatory actions for the SD, the Board should consider the following:*

- *Most recent performance evaluation and continuing performance;*
- *Reliable, relevant, comparable compensation and benefit data from peer organizations of comparable size and mission;*
- *Fixed and variable compensation elements (e.g., bonus, professional development, leadership program);*
- *Budgetary implications; and*
- *Timing of implementation (e.g., retroactive, prospective, one-time).*

II. School Director Position Posting Information (Refer to Attached)

Has immediate responsibility for the total operation, administration and management of a public school; directs a professional staff in carrying out the curriculum development and instructional programs of the school; may supervise administrative personnel and supervises clerical and support service personnel in administering and managing the business, teacher personnel, pupil personnel, facilities and grounds maintenance, lunch services, and auxiliary programs and functions of the school; and performs other related duties as required.

III. Process Elements

- A. Board Lead(s).** The Board Chair will lead the School Director’s performance evaluation process for the Board with Board member and other stakeholder participation and input as applicable.
- B. Preparer and Content.** Given the extensive work of the SD within the community, the Board supports the opportunity to include multiple inputs and perspectives when completing the SD’s annual performance evaluation. Multiple inputs and perspectives may include, at the Board’s discretion—self (SD) and Board, current or past members (at a minimum); staff, collaborators, partners and others as deemed applicable.
- C. Evaluation Components.** The SD’s evaluation will be completed in categories: 1) Teaching and Learning; 2) Finances; and 3) Operations

Measures: 1 - Does Not Meet Expectation; 2 - Meets Expectation; 3 - Exceeds Expectation;

Category	Areas
What work gets done...75%	
Teaching and Learning (Curriculum, Instruction, Assessment)	Oversees and supports the integrated implementation of age-appropriate and culturally relevant curriculum, instruction and assessment , in alignment with the school’s mission, vision and values and philosophy of education.

Category	Areas
Teaching and Learning (Educators)	Leads the teaching and learning community to deliver integrated implementation of age-appropriate and culturally relevant curriculum, instruction and assessment ; and create and maintain a community of practice and learning.
Finances	Oversees and directs (or delegates) the management of annual school resources and related budgets, including procurement, receipts (e.g., per pupil, grants, meals, uniforms), disbursement (e.g., expenses, payables, payroll), commission and related reporting processes (e.g., audit, quarterly reporting, annual report, school lunch, special education), in accordance with federal, state, commission and school policies and procedures.
Operations	Oversees and directs (or delegates) the day-to-day operations of the school with a priority on safety (e.g., academic, physical, mental, for students, teachers, staff, families and communities).
Individual S-M-A-R-T goal statements (specific, measurable, achievable, realistic and time bound) based on organizational strategic, tactical and operational goals	
Skills, abilities and competencies contained in position description; identify professional development opportunities; timeliness of work and quality of work	Professional Development Goals
How the work gets done.....25%	
Attendance and presence; Creation, contribution and maintenance of positive work environment, leadership	Work, Workplace and Organizational Values

D. Performance Period. 7/1/202X to 6/30/20XX

Kamalani Academy Narrative Response - Financial Performance

2023-2025 Contract 4.0 Section 8.7 Monthly Reports:

“The School shall prepare monthly financial reports that shall be submitted to the Commission in a form that will be determined by the Commission. Within fourteen (14) days after the end of each month, the School shall submit the monthly report to the Commission. Within thirty (30) days after the end of the fiscal year, the School shall submit its year-end report to the Commission.”

Deficiency: Kamalani Academy will submit monthly financial reports. (Status: Not Complete)

Renewal Contract 4.0 Section 8.7 Quarterly Reports:

“The School shall prepare quarterly financial reports that shall be submitted to the Commission in a form that will be determined by the Commission. Within thirty (30) days of the end of the first, second, and third quarters, the School shall submit the quarterly report to the Commission. Within thirty (30) days after the end of the fiscal year, the School shall submit its year-end report to the Commission.”

Deficiency: The first quarter financials for School Year 2024-2025 have not yet been submitted to the Commission. The school has been previously informed that their 2022-2023 audit and Fiscal Year 2023-2024 first and second-quarter financial statements were submitted late.

2023-2025 Contract 4.0 Section 8.9 Annual Audit:

“Each fiscal year, the School shall provide for an independent annual financial audit pursuant to HRS §302D-32. The School shall submit the completed audit by November 1 of each fiscal year. The Commission, with reasonable notice to the School, may change this deadline depending on circumstances that allow adequate time for the Commission to meet federal and state financial reporting requirements.”

Deficiency: The school shall submit an annual audit by November 1st of each year. Kamalani Academy has not submitted an audit to date. The Commission is thus unable to get a risk assessment rating.

Response: In order to address the deficiencies noted, the Board previously directed school leadership to return the finance function to in-state, school level control, seeking local support from Ho’okako’o Corporation to address: an accessible financial system (e.g., Quickbooks); timely production of accurate financial statements, including budget to actual reports; definitive roles and responsibilities (e.g., business manager, school office staff, school director, board, 3 rd party accountant); documented fiscal policies, processes, and procedures; adequately trained staff; time management of finance function and school level activities, planning and organizing tasks; effective communication and follow up and appropriate internal controls over financial processes and reporting.

Implementing an in-state, school level, controlled finance function with related school and board

level leadership will address the three noted operating deficiencies and increase the confidence of the school, board and commission in the timeliness and accuracy of producing monthly financial reports and completing the annual audit in a timely manner.

Given the current interim school leadership, the Board will need to reactivate the work with Ho'okako'o Corporation, to return the finance function to in-state, school level control. Please see Attachment 2 "Financial Performance Corrective Action Plan".

Attachment 2
Financial Performance Corrective Action Plan

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Financial Performance Corrective Action Plan

Kamalani Academy PCS
1403 California Avenue
Wahiawa, HI 96786

Purpose of this document

A Corrective Action Plan (CAP) has been created to assure the efficiency and timeliness of Financial Statements and Annual Audit submissions to the State of Hawaii Public Charter School Commission. The purpose is to improve practices, ensure compliance, and enhance overall financial health.

Deficiencies

Contract 4.0 Section 8.7: Kamalani Academy will submit monthly financial reports. (Status: Not Complete)

Contract 4.0 Section 8.9: The school shall submit an annual audit by November 1st of each year. Kamalani Academy has not submitted an audit to date. The Commission is thus unable to get a risk assessment rating.

Contract 4.0 Section 8.7: The first quarter financials for School Year 2024-2025 have not yet been submitted to the Commission. The school has been previously informed that their 2022-2023 audit and Fiscal Year 2023-2024, first and second-quarter financial statements were submitted late.

Return of the Finance Function to In-State, School Level Control

In order to address the deficiencies noted, the Board previously directed school leadership to return the finance function to in-state, school level control, seeking local support from Ho'okako'o Corporation to address: an accessible financial system (e.g., Quickbooks); timely production of accurate financial statements, including budget to actual reports; definitive roles and responsibilities (e.g., business manager, school office staff, school director, board, 3 rd party accountant); documented fiscal policies, processes, and procedures; adequately trained staff; time management of finance function and school level activities, planning and organizing tasks; effective communication and follow up and appropriate internal controls over financial processes and reporting.

Implementing an in-state, school level, controlled finance function with related school and board level leadership will address the three noted operating deficiencies and increase the confidence of the school, board and commission in the timeliness and accuracy of producing monthly financial reports and completing the annual audit in a timely manner.

Given the current interim school leadership, the Board will need to reactivate the work with Ho'okako'o Corporation, to return the finance function to in-state, school level control.

Roles and Responsibilities

Office Manager (OM): Personnel responsible for uploading payroll, accounts payable, and accounts receivable.

Financial Vendor (FV): Vendor is responsible for data entry into accounting system and producing all financial statements for Kamalani Academy.

Po‘o Kula or Principal (PK): Personnel who will manage our Corrective Action Plan at the school level. The campus Po‘o Kula will be responsible for all aspects of school operations within the scope of the Financial Operations Policy with fiscal oversight by the Governing Board. The faculty and staff will report directly to the campus Po‘o Kula, who in-turn reports to the Governing Board.

Governing Board (GB): The Governing Board, at a minimum, will be responsible for:

1. Reviewing and approving a preliminary annual budget prior to the beginning of the fiscal year;
2. Reviewing monthly financial statements, which include a balance sheet and statement of revenue, expenditures at each public Governing Board meeting;
3. Annually adopting and maintaining an operating budget for the school retaining the services of a Certified Public Accountant/auditor to conduct the annual independent financial audit;
4. Reviewing and approving the audit report, including audit findings and recommendations; and
5. Reporting to all applicable legal agencies including the charter school’s sponsor; and
6. Overseeing the school’s campus Po‘o Kula and all financial matters delegated to the campus Administrator outlined in this policy and Policy #2, “Procurement Policy.”

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Corrective Action Timelines

2023-2025 Contract 4.0 Section 8.7 Monthly Reports:

“The School shall prepare monthly financial reports that shall be submitted to the Commission in a form that will be determined by the Commission. Within fourteen (14) days after the end of each month, the School shall submit the monthly report to the Commission. Within thirty (30) days after the end of the fiscal year, the School shall submit its year-end report to the Commission.”

Deficiency: Kamalani Academy will submit monthly financial reports. (Status: Not Complete)

Kamalani Academy will work with our GB and FV to begin our corrective actions as outlined in Table 1 below for the remaining 2023-2025 Contract. We propose to continue submitting monthly financial reports, within fourteen (14) days after the end of each month for the first contract year of renewal. The purpose of these submissions is to provide transparency to the State of Hawaii Public Charter School Commission (“Commission”). We have set deadlines and corrective actions for each monthly financial reporting period to include a plan to complete our missing reports.

Renewal Contract 4.0 Section 8.7 Quarterly Reports:

“The School shall prepare quarterly financial reports that shall be submitted to the Commission in a form that will be determined by the Commission. Within thirty (30) days of the end of the first, second, and third quarters, the School shall submit the quarterly report to the Commission. Within thirty (30) days after the end of the fiscal year, the School shall submit its year-end report to the Commission.”

Deficiency: The first quarter financials for School Year 2024-2025 have not yet been submitted to the Commission. The school has been previously informed that their 2022-2023 audit and Fiscal Year 2023-2024 first and second-quarter financial statements were submitted late.

Kamalani Academy will use corrective actions outlined in Table 1 to assure the completion and timely submission of our quarterly reports. Every two (2) months Kamalani Academy will review these actions to identify issues, resolutions and improvements.

Table 1

Date	Corrective Actions - Monthly Financial Reports
January 3, 2025	FV submits December 2024 financial reports to GB and PK for review and comments
January 7, 2025	GB and PK submit any revisions for December 2024 reports to FV
January 10, 2025	FV submits revised December 2024 reports to GB and PK
January 14, 2025	PK submits January 2025 financial reports to Commission FV submits 2nd Quarter Balance Sheet and Profit & Loss statement for submission to Commission in Excel format

	PK will submit 2nd Quarter financial reports to Kuleana Portal (due January 31, 2025)
January 27, 2025	Team meeting to check the progression of the Corrective Action Plan and discuss any improvements
February 5, 2025	FV submits January 2025 financial reports to GB and PK for review and comments
February 10, 2025	GB and PK submit any revisions for January 2025 reports to FV
February 12, 2025	FV submits revised January 2025 reports to GB and PK
February 14, 2025	PK submits January 2025 financial reports to Commission
February 21, 2025	Team meeting to check the progression of the Corrective Action Plan and discuss any improvements Begin discussion regarding internal controls
March 5, 2025	FV submits February 2025 financial reports to GB and PK for review and comments
March 10, 2025	GB and PK submit any revisions for February 2025 reports to FV
March 12, 2025	FV submits revised February 2025 reports to GB and PK
March 14, 2025	PK submits February 2025 financial reports to Commission
April 3, 2025	FV submits March 2025 financial reports to GB and PK for review and comments
April 8, 2025	GB and PK submit any revisions for March 2025 reports to FV
April 11, 2025	FV submits revised March 2025 reports to GB and PK
April 14, 2025	PK submits March 2025 financial reports to Commission FV submits 3rd Quarter Balance Sheet and Profit & Loss statement for submission to Commission in Excel format PK will submit 3rd Quarter financial reports to Kuleana Portal (due April 30, 2025)
April 18, 2025	Team meeting to check the progression of the Corrective Action Plan and discuss any improvements
May 6, 2025	FV submits April 2025 financial reports to GB and PK for review and comments
May 9, 2025	GB and PK submit any revisions for April 2025 reports to FV
May 13, 2025	FV submits revised April 2025 reports to GB and PK

May 14, 2025	PK submits April 2025 financial reports to Commission
June 4, 2025	FV submits May 2025 financial reports to GB and PK for review and comments
June 9, 2025	GB and PK submit any revisions for May 2025 reports to FV
June 11, 2025	FV submits revised May 2025 reports to GB and PK
June 13, 2025	PK submits May 2025 financial reports to Commission
June 20, 2025	Team meeting to check the progression of the Corrective Action Plan and discuss any improvements: <ol style="list-style-type: none"> 1. Feedback 2. Changes to internal control
July 3, 2025	FV submits June 2025 financial reports to GB and PK for review and comments
July 8, 2024	GB and PK submit any revisions for June 2025 reports to FV
July 11, 2025	FV submits revised June 2025 reports to GB and PK
July 14, 2025	PK submits June 2025 financial reports to Commission FV submits 4th Quarter Balance Sheet and Profit & Loss statement for submission to Commission in Excel format PK will submit 4th Quarter financial reports to Kuleana Portal (due July 31, 2025)

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2023-2025 Contract 4.0 Section 8.9 Annual Audit:

“Each fiscal year, the School shall provide for an independent annual financial audit pursuant to HRS §302D-32. The School shall submit the completed audit by November 1 of each fiscal year. The Commission, with reasonable notice to the School, may change this deadline depending on circumstances that allow adequate time for the Commission to meet federal and state financial reporting requirements.”

Deficiency: The school shall submit an annual audit by November 1st of each year. Kamalani Academy has not submitted an audit to date. The Commission is thus unable to get a risk assessment rating.

Kamalani Academy’s analysis of financial processes determined that our planning, organization and defined responsibilities need improvement. In Table 2 below, we will begin audit preparation in May of every year to create a detailed plan that will include but not be limited to defined responsibilities, implementation and follow up.

Table 2

Date	Corrective Actions - Audit
May 26, 2025	GB or PK will reach out to financial auditor for pre-audit checklist, if it has not been received
June 2, 2025	Initiate planning meeting
June 27, 2025	Team meeting to check the progression of the Corrective Action Plan and discuss any improvements
July 11, 2025	Team meeting to check the progression of the Corrective Action Plan and discuss any improvements
July 31, 2025	Team meeting to check the progression of the Corrective Action Plan and discuss any improvements
August 22, 2025	Team meeting to check the progression of the Corrective Action Plan and discuss any improvements
August 29, 2025	All necessary documents related to pre-audit checklist will be submitted to agreed upon internal location
September 1, 2025	GB, PK, OM and FV meeting to finalize audit documentation and checklist for submission to auditor
September 5, 2025	Point of Contact will submit documentation to auditor
Up to October 24, 2025	Work with auditor to complete our audit
October 31, 2025	Submit audit report to Commission
November 7, 2025	Debrief meeting to review the progression of the Corrective Action Plan and discuss necessary improvements

Implementation

Kamalani Academy will begin working on a detailed plan aligned with our corrective action timelines in the CAP. For our CAP to be effective we have compiled the following plan:

Phase 1 - Monthly and Quarterly Reports	
December 2024	<p>Meet with GB and FV to discuss financial management</p> <ol style="list-style-type: none">1. Create a working summary of discussion document to track all financial meetings to include links2. Request for Balance Sheet, Profit & Loss Statement, Check Registry, Journal Entries and Bank Statements for each month we have missed3. Establish clear expectations for missing financial reports and future reports4. List all information needed from PK and OM5. How information will be submitted to FV6. What format FV is required to submit to GB, PK and OM7. Who will follow up with FV8. What accounting system will FV use9. FV deadline for all missing financial reports to GB, PK and OM10. GB and PK deadline for review and comment for any revisions to FV<ol style="list-style-type: none">a. If any, how will revisions be identified on the reports11. FV deadline for any revised financial reports to be submitted to PK<ol style="list-style-type: none">a. If any, how will changes be identified on the reports12. PK will do a final review to assure any changes were made by FV and submit the reports to the Commission13. Discuss how we will reactivate the work with Ho'okako'o Corporation, to return the finance function to in-state and school level control14. Review timeline corrective actions, dates and confirm up to end of February
Phase 1 Monitoring	<p>Meet at the end of February to discuss:</p> <ol style="list-style-type: none">1. Status of our CAP2. Any setbacks3. Resolutions4. Improvements5. Review and confirm timeline up to end of April
Phase 2 - Internal Control	
February 2025	<p>GB, PK, and OM to review internal controls and create plan to present at GB meeting:</p> <ol style="list-style-type: none">6. Create a working summary of discussion document to track all financial meetings to include links to all documents7. PK and OM to provide a working draft of internal financial controls prior to meeting for review8. List and prioritize each financial process to include but not limit to:

	<ul style="list-style-type: none"> a. Cash b. Payroll c. Employee Leave d. Reimbursements e. Accounts Payable/Receivable <p>9. Choose up to two (2) processes at a time to review and revise</p> <ul style="list-style-type: none"> a. List and define roles and responsibilities for each process b. Set deadlines for revisions, if any c. Set meeting date to review and finalize each process d. Continue down the list and repeat steps #5-7 <p>10. Set 1 meeting per month prior to GB meetings in March, April, May and June</p>
Phase 2 Monitoring	<p>Meet before GB Meeting in March to discuss:</p> <ul style="list-style-type: none"> 1. Status of Phase 2 2. Any setbacks 3. Resolutions 4. Improvements 5. Review and confirm timeline up to end of April
Phase 3 - Annual Audit	
June 2025	<p>GB to set meeting with PK, OM and FV to:</p> <ul style="list-style-type: none"> 1. Create a working summary of discussion document to track all audit communication and meetings 2. Review and discuss checklist if received or use checklist from last year to get started 3. How will audit take place, virtual or in-person 4. Assign roles and responsibilities to include: <ul style="list-style-type: none"> a. Point of contact b. Project manager 5. Establish how documents will be stored in preparation for upload to auditor 6. Set file naming conventions, formats and organization, if necessary 7. Set follow up meetings as necessary 8. Deadline for internal documentation organization is August 29, 2025
Phase 3 Monitoring	<p>Meet before GB Meeting in June to discuss:</p> <ul style="list-style-type: none"> 1. Status of Phase 3 2. Any setbacks 3. Resolutions 4. Improvements 5. Review and confirm timeline in Table 2 up to end of October

Kamalani Academy Narrative Response - Academic Performance

Section 6.10 Academic Performance Framework:

“The Academic Performance Framework (“APF”) adopted by the Commission and attached in Exhibit “A” outlines the measures by which a charter school’s academic performance will be evaluated for purposes of annual monitoring, potential interventions and plans for improvement, and renewal and revocation decisions.”

Target: The school’s performance report for 2023-2024 demonstrates that the school is underperforming in both State and Charter averages in both Language Arts and Math. Over the last three school years both the Language Arts and Math scores have declined. Academic growth for the school is below both the State and Charter averages.

Response: While test scores statewide, including at Kamalani Academy, are trending downward, our students continue to demonstrate strong academic growth and engagement. In English Language Arts growth, Kamalani Academy outperforms other schools in the Wahiawa area, with growth scores exceeding those of Wahiawa Middle, Iliahi Elementary, and Wahiawa Elementary. Additionally, our Science proficiency rate of 43% is higher than the state average of 41%.

Kamalani Academy also boasts the highest regular attendance rate in Wahiawa, with 86% of students attending consistently, compared to Wahiawa Elementary at 71%, Wahiawa Middle at 73%, and Iliahi Elementary at 74%. This high attendance reflects our commitment to fostering a positive, supportive environment where students are excited to come to school and engage in their learning. Please see Attachment 3 “Academic Performance Plan”.

Attachment 3
Academic Performance Plan

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Academic Performance Plan

Kamalani Academy PCS
1403 California Avenue
Wahiawa, HI 96786
(808) 203-2993

Kamalani Academy continues to evaluate and improve our curriculum focusing on proficiency will significantly enhance our students' learning experiences. By ensuring that our curriculum aligns closely with standards, we can provide targeted support that meets the diverse needs of our students. This approach will not only foster a deeper understanding of the material but will also empower our students to take ownership of their learning journey.

Kamalani Academy is committed to establishing a harmonious and positive school culture to enhance student experience. Connecting student learning and joyful experiences will encourage them to participate in their community using *aloha, ho'ih*i and having a *malama* mentality. Individual talents can be used to move the world forward in unity, knowing that in order to be a contributing member, one must have love, respect, and acceptance of self and others. With our mission at the center of student learning, all students will make progress and achieve their educational goals (see Exhibit A).

We will continue our efforts to increase student learning and proficiency by evaluating and improving growth plans (Exhibit B), pacing guides (Exhibit C) and exit outcomes (Exhibit D). To support growth we will continue incorporating intense programming in Response to Intervention (RTI) in grades K-5 and develop RTI programming for grades 6-8. This strategy will contribute to data collection in driving classroom instruction, progress monitoring and effective communication regarding student growth. During the 2023-2024 school year, our K-5 RTI program achieved successful results as shown in Table 1.

Table 1

Grade 3	
Baseline	50% below grade level
End of Year	25 % below grade level
Achievement	75% at/above grade level
Grade 5	
Baseline	75% below grade level
End of Year	50% below grade level
Achievement	50% at/above grade level

Kamalani Academy will adapt the RTI programming for K-5 to align with Middle School standards. We plan to use the action steps and implementation plan outlined in Table 2.

Action Steps	
Tier 1 - Universal Core Instruction	
High-quality classroom instruction	Classroom management iReady diagnostics Differentiation Flow-chart Professional development
Regular screening	
Evidence-based practices	
Tier 2 Targeted Support	
Small group interventions	Behavioral interventions Relationship building Flow-chart Parent communication Grade-level team meetings
Progress monitoring	
Supplemental instruction	
Tier 3 Intensive Support	
Individual interventions	Increase of frequency and intensity Parent communication School level support team
Frequent progress monitoring	
Specialized instruction	
Implementation	
Phase 1 - Summer Planning	Professional development Assessment calendar Intervention resource allocation
Phase 2 - Fall Implementation	Initial screenings Team assignments Parent communication plan
Phase 3 - Monitoring & Adjustment	Monthly data reviews Evaluate intervention effectiveness Team feedback

Exhibit A
Vision and Mission Alignment

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OUTCOMES : Mission And Values

OUTCOMES : Student Skills

OUTCOMES : Teacher Deeper Learning

SCHOOL

Vision

Kamalani Academy inspires and empowers future leaders to aloha (love), hō'ihi (respect) and mālama (take care of/contribute) the community.

Mission

Our school mission is to prepare our students to participate in their communities using *aloha*, *hō'ihi* and having a *mālama* mentality. That their individual talents can be used to move the world forward in unity. Knowing that in order to be a contributing member, one must have respect, love and acceptance of self and others.

Values

Aloha (love),
Hō'ihi (respect)
Mālama (take care of/contribute)

Desired Outcome	Success Metrics	Source	Who	Frequency
Harmonious, positive school culture with everyone enjoying their learning	Define the Values 3 indicators for each value. 80% students 'show' values	Values Data Sheet		Every Semester
Inspire and empower future leaders	60% of students show growth in demonstrating learning through exhibition & communication	Future leaders Data sheet		Every Semester
Individual talents can be used to move the world forward in unity	Evaluation of individuals' participation and contribution to collaborative arts-integrated based on defined criteria, such as teamwork, communication, and shared decision-making.	Student Milestones <i>A Path for Moving the World Forward</i>		Every Semester
Nurturing Creative Minds with Arts Integration	20% increase in the variety and originality of ideas presented in their art portfolios or during class discussions.	Creative Skills Data Sheet		Fall to Spring
All students will make process and achieve educational success	10% growth in ELA and Math for 3rd - 8th	iReady		Every Semester
Consistent use of our key pedagogues building skills and knowledge	60% of growth in teachers using strategies for Meaning Making	Deeper Learning		Monthly

Desired Outcome	Success Metrics	Source	Who	Frequency
Student success matrix tracking	Data collection & progress monitoring	Pacing Guide		Every Semester
Achievement markers	Academic growth chart for years 1-5	Academic Goals		Every Semester
Growth Indicators	Evaluation of student comprehension as verified via DOE Hawaii standards	Exit Strategies		Every Semester
RTI Data	Response to intervention is effective with student support and academic growth	RTI Data		Fall to Spring

Desired Outcome	Key Results	Key Actions
<p>Harmonious, positive school culture with everyone enjoying their learning</p>	<p>Conduct regular student satisfaction surveys and aim for an overall satisfaction rating of at least 85%.</p>	<p>Develop a comprehensive student satisfaction form consisting of demographic questions, rating scales, and open-ended questions to gather feedback on various aspects of the institution</p>
		<p>Regularly administer the student satisfaction survey to gather feedback from students at set intervals, ensuring a continuous assessment of their experiences</p>
		<p>Collect and analyze student satisfaction data obtained through surveys and other feedback mechanisms, using this information to gain insights and identify areas for improvement</p>
<p>Success Metrics</p>	<p>Establish regular communication channels and aim for at least one meaningful interaction per month with each teacher.</p>	<p>Create a schedule and check-in template that encompasses goal setting, expectations, feedback, and support needed, enabling regular communication and monitoring of progress</p>
<p>Define the Values 3 indicators for each value. 80% students 'show' values</p>		<p>Meet, document the discussions held, and collaboratively plan the next steps to address any concerns or areas for improvement, fostering student satisfaction and continuously enhancing student experiences.</p>
	<p>Conduct annual reviews with each staff member to review and discuss student accomplishments, reflections, and next steps based on the discussions held throughout the year</p>	
	<p>Solicit parent input in creating, participating and/or supporting events focused on student engagement and learning</p>	
	<p>Implement parent engagement events and aim for at least 50% of parents attending each event.</p>	<p>Thoroughly document parent participation in planned events, recording their involvement and feedback, to assess and enhance the effectiveness of parent engagement initiatives.</p>

Desired Outcome	Key Results	Key Actions
<p>Inspire and empower future leaders</p>	<p>Implement arts-integrated learning initiatives and aim for a 20% increase in the percentage of students actively participating in arts-integrated activities. Baseline this year</p>	<p>Reach a common understanding of arts-integrated strategies and practices to implement and create survey template to be delivered periodically</p>
		<p>Teachers to periodically assess their participation in the agreed upon arts-integrated strategies and practices using survey</p>
		<p>Gather and analyze data from various sources, using appropriate methods and tools, to derive meaningful insights and inform decision-making processes.</p>
<p>Success Metrics</p>	<p>Ensure at least 80% of teachers participate in arts-integrated professional development opportunities.</p>	<p>Teacher volunteers to attend Arts Integration Conference and school level Professional Development.</p>
<p>60% of students show growth in demonstrating learning through exhibition & communication</p>		<p>Thoroughly document teacher participation in school-level professional development activities, including evidence of engagement and learning, to assess the effectiveness and impact of the training initiatives.</p>
	<p>Gather and analyze teacher participation data from various sources, using appropriate methods and tools, to derive meaningful insights and inform decision-making processes.</p>	
	<p>Provide parents ample notice of parent-teacher conference dates; create agreed upon method of collecting data of parent participation</p>	
<p>60% of students show growth in demonstrating learning through exhibition & communication</p>	<p>Aim for a 15% increase in parent attendance at parent-teacher conferences compared to the previous academic year. Baseline this year</p>	<p>Systematically document parent participation by utilizing agreed-upon data collection methods, ensuring accurate and comprehensive records of their involvement in various school activities and initiatives.</p>
		<p>Collect, analyze and reflect on data collected; discuss ways to improve participation level</p>

Desired Outcome	Key Results	Key Actions
Individual talents can be used to move the world forward in unity	Establish clear evaluation criteria: Develop a set of evaluation criteria, such as teamwork, communication, shared decision-making, and individual contributions, for collaborative projects.	Build a clear evaluation criteria for collaborative projects by identifying skills (i.e. communication, problem-solving and decision-making, participation), create corresponding rubric/rating scale and communicate expectations for use including at which time (i.e. progress reports, specific class projects)
	Aim for an average score of 80% or higher for each participant's teamwork skills.	Collect, analyze, reflect and assess data periodically
	Promote peer recognition: Establish a system where participants can recognize and acknowledge their peers' contributions to collaborative projects.	Establish a system for group members to recognize and acknowledge contributions to collaborative projects by incorporating opportunities for such feedback; plan for at least 1 collaborative project per quarter
	Success Metrics	Aim for a 15% increase in the number of peer recognition instances compared to the previous quarter.
Evaluation of individuals' participation and contribution to collaborative projects based on defined criteria, such as teamwork, communication, and shared decision-making.	Periodically, gather and analyze data from various sources, using appropriate methods and tools, to derive meaningful insights and inform decision-making processes.	Periodically, gather and analyze data from various sources, using appropriate methods and tools, to derive meaningful insights and inform decision-making processes.
	Encourage ongoing reflection and improvement: Promote a culture of continuous learning and improvement by encouraging individuals to reflect on their collaborative experiences and identify areas for personal growth.	Set schedule for teachers to regularly meet to discuss data, student growth and engagement
	Aim for at least 80% of participants engaging in self-reflection on their collaborative experiences	

Desired Outcome	Key Results	Key Actions
<p>Nurturing Creative Minds with Arts Integration</p>	<p>Provide creative exploration opportunities:</p> <p>Aim for a 25% increase in the number of creative projects completed per student compared to the previous semester</p>	<p>Identify creative exploration opportunities</p>
		<p>Document the number of opportunities provided to students</p>
		<p>Collect & Evaluate the data each semester</p>
	<p>Showcase and celebrate creativity</p>	<p>Identify what opportunities students will have to showcase and celebrate creativity that aligns to standards; create feedback template to be used for all school events and activities</p>
<p>Success Metrics</p>	<p>Organize art exhibitions or performances to showcase students' artistic creations.</p>	<p>Support, promote and put on events to showcase and celebrate creativity</p>
<p>20% increase in the variety and originality of ideas presented in their art portfolios or during class discussions.</p>		
	<p>Offer professional development for teachers</p>	<p>Teacher volunteers to attend Arts Integration Conference and Professional Development; allow teachers to request more PD on arts-integrated formats (i.e. music, drama, visual art)</p>
	<p>Provide professional development opportunities for teachers to enhance their knowledge and skills in arts integration.</p>	<p>Document teacher use of arts-integrated strategies and formats periodically</p>
		<p>Collect and reflect on data periodically</p>

Desired Outcome	Key Results	Key Actions
<p>All students will make process and achieve educational success</p>	<p>ELA 3-8: 10% Increase understanding in Literary Text: Key Ideas and Details per grade compared to the previous semester.</p>	<p>Use existing data (i.e. iReady) and formative data to determine areas of need</p>
		<p>Use targeted evidence based strategies/interventions and progress monitor</p>
		<p>Analyze, reflect and use the data to drive instruction</p>
<p>Success Metrics</p>	<p>ELA 3-8: 10% increase of understanding in informational text: language, craft, and structure per grade compared to the previous semester.</p>	<p>Use existing data (i.e. iReady) and formative data to determine areas of need</p>
<p>10% growth in ELA and Math for 3rd - 8th</p>		<p>Use targeted evidence based strategies/interventions and progress monitor</p>
		<p>Analyze, reflect and use the data to drive instruction</p>
<p>10% growth in ELA and Math for 3rd - 8th</p>	<p>Math: K-8: 25% Increase of understanding in numbers and operations per grade compared to the previous semester.</p>	<p>Use existing data (i.e. iReady) and formative data to determine areas of need</p>
		<p>Use targeted evidence based strategies/interventions and progress monitor</p>
		<p>Analyze, reflect and use the data to drive instruction</p>

Desired Outcome	Key Results	Key Actions
Student success matrix	Data collection and progress monitoring	Being consistent with data collection
		Provide positive student feedback
		Reflect and communicate positive growth
Success Metrics	RTI Response to intervention is effective with student support and academic growth	RTI consistency from grades 6-8
		RTI group rotations and transitions to encourage active and positive communication
Achievement Markers		Academic growth chart
	Growth chart specifies student strength	
	Growth chart specifies student improvement	
		Allows educators to understand one on one instruction

Desired Outcome	Key Results	Key Actions
Growth indicators	Evaluation of student comprehension as verified via DOE Hawaii standards	Being consistent with data collection
		Provide positive student feedback
		Reflect and communicate positive growth
Success Metrics	RTI is effective with student support and academic growth	RTI consistency from grades 6-8
		RTI group rotations and transitions to encourage active and positive communication
		Positively respond to growth and room for improvement
RTI Data	Response to intervention is effective with student support and academic growth	Support student academic growth
		Support one on one instruction
		Give students the confidence he/she needs to grow academically

Exhibit B
Sample Growth Plans

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Kindergarten Academic Growth Plan

	Literacy	Math	Science	Social Studies
Academics	Letter recognition and sound association Simple sight word reading Beginning phonics skills Storytelling and listening comprehension Writing basic sentences with proper letter formation	Counting to 20 and beyond Number recognition and writing Simple addition and subtraction concepts Basic shapes and patterns recognition Measurement concepts (big/small, tall/short)	Life cycles of common animals Basic weather concepts Parts of a plant Exploring different materials and their properties	Self awareness and personal information Family structure and community roles Following classroom rules and expectations Sharing and cooperation skills
Year 1	Focus on foundational concepts like letter recognition, basic counting, simple social interactions, and developing fine motor skills through play based activities.			
Year 2	Gradually increase complexity in literacy by introducing phonics, basic sight words, and simple sentence writing, while also building on math concepts like addition and subtraction.			
Year 3	Deepen understanding of literacy and math concepts, including more complex reading strategies, multi step math problems, and fostering independent learning skills.			
Year 4	Emphasize critical thinking, problem solving, and application of knowledge across different subjects, incorporating more challenging materials and activities.			
Year 5	Prepare students for transition to first grade by reviewing and solidifying key skills, introducing more advanced concepts, and focusing on building fluency in reading and writing.			

First Grade Academic Growth Plan

	Literacy	Math	Writing	Science	Social Studies
Academics	Master basic phonics sounds and letter recognition. Read simple sentences and stories with support. Write basic sentences with correct letter formation. Develop vocabulary through reading and conversation.	Count to 100 and beyond. Identify and write numbers to 20. Add and subtract small numbers with concrete manipulatives. Recognize basic shapes and patterns.	Write their name and simple sentences. Use correct letter formation. Copy sentences from a board. Practice writing capital and lowercase letters. Develop basic writing skills through drawing and storytelling.	Observe and identify basic living things in their environment. Explore the concept of seasons and weather patterns. Conduct simple science experiments (e.g., plant seeds, observe water cycles).	Understand basic concepts of family, community, and rules. Identify important people in their community (e.g., teachers, firefighters). Learn about different cultures and traditions through stories and activities.
Year 1	Focus on foundational skills in reading and writing, basic addition and subtraction, identifying basic shapes				
Year 2	Building fluency in reading and writing, solving more complex math problems, exploring science concepts through hands on activities				
Year 3	Applying learned skills to independent reading and writing, demonstrating deeper understanding of math concepts, researching simple topics in science and social studies				
Year 4	Differentiate instruction based on student needs, providing additional support for struggling students and enrichment activities for advanced learners				
Year 5	Monitor student progress through formative and summative assessments to identify areas of strength and need for intervention				

Second Grade Academic Growth Plan

	Reading	Math	Writing	Science	Social Studies
Academics	<p>Fluently read simple texts with appropriate phrasing and expression.</p> <p>Identify main idea and key details in fiction and non fiction texts.</p> <p>Use phonics skills to decode unfamiliar words.</p> <p>Independently select books at an appropriate reading level.</p>	<p>Master addition and subtraction facts within 20.</p> <p>Apply place value concepts to solve multi digit addition and subtraction problems.</p> <p>Identify and classify shapes and patterns.</p> <p>Measure objects using standard units (inches, centimeters).</p>	<p>Write clear and concise sentences with proper grammar and punctuation.</p> <p>Compose short paragraphs with a beginning, middle, and end.</p> <p>Use descriptive language and varied sentence structure.</p> <p>Practice proper handwriting and letter formation.</p>	<p>Identify basic animal and plant parts (e.g., leaves, stems, legs, wings).</p> <p>Recognize different types of weather (sunny, rainy, cloudy, windy).</p> <p>Explore basic properties of matter (solid, liquid, gas) through simple experiments.</p> <p>Understand simple machines (e.g., levers, wheels) through hands on activities.</p>	<p>Identify basic geographic features (mountains, rivers, oceans) on maps.</p> <p>Locate their school, community, state, and country on a map.</p> <p>Understand the concept of different climates and seasons.</p> <p>Recognize important community helpers (firefighters, police officers, teachers).</p> <p>Understand basic rules and responsibilities in the classroom and community.</p> <p>Learn about important national symbols (flag, pledge of allegiance).</p>
Year 1	Conduct initial assessments to identify individual strengths and areas for growth.				
Year 2	Establish measurable goals for each student aligned with their individual needs and state standards.				
Year 3	Provide varied learning activities and support based on student needs.				
Year 4	Use formative assessments to track progress and adjust instruction as needed.				
Year 5	Provide constructive feedback to students and encourage self assessment.				

Third Grade Academic Growth Plan

	Reading	Math	Writing	Science	Social Studies
Academics	<p>Mastering phonics and decoding skills to fluently read grade level texts.</p> <p>Developing comprehension strategies like identifying main ideas, supporting details, and making inferences.</p> <p>Regular independent reading with a variety of genres, including fiction and non fiction.</p> <p>Building vocabulary through context clues and direct instruction.</p>	<p>Mastering basic operations (addition, subtraction, multiplication, division) with whole numbers.</p> <p>Understanding place value and number sense.</p> <p>Applying math concepts to real world problems.</p> <p>Introducing basic geometry concepts (shapes, lines, angles).</p>	<p>Writing clear and concise sentences with proper grammar and punctuation.</p> <p>Developing narrative writing skills (beginning, middle, end).</p> <p>Writing informational pieces with basic research skills.</p> <p>Practicing different writing styles (e.g., persuasive, descriptive).</p>	<p>Investigating life cycles and ecosystems.</p> <p>Exploring basic physical science concepts (matter, forces, motion).</p> <p>Observing and recording data through simple experiments.</p> <p>Understanding the Earth's systems (weather, seasons).</p>	<p>Local Community: Identify key landmarks, community helpers, local geography, and basic civic responsibilities within their neighborhood and town.</p> <p>Geography Basics: Learn cardinal directions, map reading skills, and basic geographic features like continents, oceans, and major landforms.</p> <p>Culture Exploration: Explore diverse cultures through food, holidays, clothing, and traditions from different regions of the world.</p>
Year 1	Achieve proficient reading level, confidently decode multisyllabic words, summarize key points from text, answer comprehension questions with evidence from the text.				
Year 2	Read independently with increasing fluency, analyze different text structures, make inferences, draw conclusions from reading material.				
Year 3	Engage in complex literary analysis, compare and contrast different texts, research topics using multiple sources, participate in book discussions with deeper understanding.				
Year 4	Read challenging texts with confidence, identify author's purpose and perspective, critically evaluate information, use vocabulary strategies to understand complex concepts.				
Year 5	Develop advanced reading skills including literary criticism, analyze figurative language, explore diverse genres, engage in independent reading with thoughtful reflection.				

Fourth Grade Academic Growth Plan

	Reading	Math	Writing	Science	Social Studies
Academics	Analyzing literary elements like character development, plot, and setting.	Fluently multiplying and dividing multi digit numbers.	Expanding vocabulary and sentence structure for more complex writing.	Studying different types of organisms and their adaptations.	State and Regional Geography: Deepen knowledge of their state's geography, including major cities, rivers, and natural resources.
	Exploring different text structures and purposes (e.g., persuasive, informative).	Working with fractions and decimals.	Organizing writing with clear transitions and supporting details.	Exploring the human body and its systems.	Historical Timelines: Introduce basic historical concepts like past, present, and future, utilizing simple timelines to sequence major events.
	Engaging in deeper comprehension activities like summarizing and drawing conclusions.	Solving multi step word problems.	Drafting, revising, and editing to improve writing quality.	Investigating circuits and energy transfer.	Civic Engagement: Understand the concept of rules and laws, basic rights and responsibilities as citizens.
	Increasing fluency with more complex texts.	Exploring basic algebraic concepts (variables, equations).	Incorporating evidence from text to support claims in writing.	Conducting more complex experiments with controlled variables.	
Year 1	Deepen reading comprehension skills with complex texts				
	Develop strong writing mechanics and paragraph structure				
	Master multiplication and division facts				
	Introduce basic geometry concepts				
	Explore life science topics like human body systems				
Year 2	Further develop research skills and citing sources				
	Transition to more complex writing formats like essays				
	Explore fractions and decimals in greater depth				
	Introduce basic algebraic concepts				
	Study earth science themes like weather and ecosystems				
Year 3	Analyze literary texts with deeper critical thinking				
	Practice persuasive writing with strong arguments				
	Solve multi step word problems involving fractions and decimals				
	Investigate physical science topics like energy transfer				
	Begin to compare and contrast historical events and civilizations				
Year 4	Focus on informational text analysis and research projects				
	Develop advanced writing skills like argumentation and persuasive writing				
	Explore pre algebra concepts like linear equations				
	Dive deeper into life science topics like genetics and evolution				
	Advanced reading comprehension with complex literary works				
Year 5	Research paper writing with proper formatting and citation styles				
	Algebra concepts including solving equations and inequalities				

Exhibit C
Sample Pacing Guides

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Fourth Grade **Magnetic Reading** Pacing Guide

Kamalani Academy

		M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	
					1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	
August	Work Day	First Week Back in School				First Week Back with Students					Unit 1: Facing Challenges (Unit Opener) Lesson 0: Wise Words (Lessons for the First Five Days)					Statehood Day	Lesson 1: It's a Mystery (Summarize a Story) RL.4.2					Lesson 2: Learning from Others (Determine Theme) RL.4.2					
September	Labor Day	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30					
		Lesson 3: The New Kid (Make Inferences)					Lesson 3: The New Kid (Make Inferences), Assessment Lesson 4: Turn It Around (Compare and Contrast)					Lesson 4: Turn It Around (Compare and Contrast Characters)					Unit 1: Finding Confidence (Connect It), Assessment					Unit 2: Art in America (Unit Opener)					
October			1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		
		Lesson 3: Future Worlds (Make Inferences) RL.4.1				Day of Sharing	Fall Break					Teacher Work Day	Teacher PD Day	Parent Teacher Conf.			Lesson 4: Imagining Possibilities (Describe Characters) RL.4.3					Unit 1: Dealing with Your Fears (Connect It) RL.4.1, RL.4.2, RL.4.3 Unit 1: Unit Assessment Unit 2: Technology (Unit Opener)					
November					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29		
		Lesson 5: World-Changing Inventions (Analyze a Historical Text) RI.4.3					Lesson 6: Invention Upgrades (Determine Word Meanings) RI.4.4					Veteran's Day	Lesson 7: Problem Solvers (Determine Main Idea and Key Details) RI.4.2					Lesson 8: Young Inventors (Summarize a Text) RI.4.2					Unit 2: From Idea to Invention (Connect It) RI.4.2, RI.4.3, RI.4.4 Unit 2: Unit Assessment Unit 3: Exploring (Unit Opener)				
December		2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	19	20	21	22	23						
		Lesson 9: Uncovering the Past (Determine Word Meanings) RL.4.4					Lesson 10: Mapping the Unknown (Make Inferences) RI.4.1					Lesson 11: Exploring Extremes (Compare Accounts) RI.4.6					Unit 3: Exploring Space (Connect It) RI.4.1, RI.4.6 Unit 3: Unit Assessment Unit 4: Traditions (Unit Opener)					Winter Break	15- Full Day 17-Family Event 23 - Jan 2- Winter Break				
			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	3- Work Day/Retention						

January	Winter break					Teacher PD Day					Lesson 12: Storytelling Through Art (Describe Text Structure: Chronology, Comparison) RI.4.5					Lesson 13: Keeping Up Traditions (Analyze Elements of Plays) RL.4.5					MLK Jr Day					Lesson 14: Different Perspectives (Compare Points of View) RL.4.6					3- work Day/ Retention Deadline 4-PD Day 7- Report Cards Due/1st May day mtg 12- send report cards home									
	27	28	29	30	31	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	2- Hui 3 Parent Night/committee meetings 3/11- Day of Sharing Prince Kuhio																			
Jan / February	Unit 4: Building Traditions (Connect It) RL.4.5, RL.4.6 Unit 4: Unit Assessment Unit 5: Sports (Unit Opener)					Lesson 15: Changing the Game (Explain Reasons and Evidence) RI.4.8					Lesson 16: Crossing the Finish Line (Integrate Information) RI.4.9					Institute Day					President's Day					Lesson 17: Heart of the Game (Analyze Elements of Poetry) RL.4.5														
Feb / March	24	25	26	27	28	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	Lesson 20: Solar Power (Describe Text Structure: Cause-Effect, Problem-Solution) RI.4.5					Good Friday					Lesson 20: Solar Power (Describe Text Structure: Cause-Effect, Problem-Solution) RI.4.5				
	Unit 5: What Makes a Sport a Sport? (Connect It) RI.4.8, RI.4.9 Unit 5: Unit Assessment Unit 6: Humans and Energy (Unit Opener)					Lesson 18: First Fires (Compare Stories) RI.4.9					Day of Sharing					Lesson 19: Sources of Energy (Interpret Visual Information) RI.4.7					Spring Break																			
					Date: Spring Showcase?										Date: Report Cards Go Out																									
March / April	31	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	11-22 SBA dates?																			
	Unit 6: Smarter Energy (Connect It) RI.4.5, RI.4.7 Unit 6: Unit Assessment Lesson 1: Relative Pronouns and Adverbs L.4.1a Lesson 2: Progressive Verb Tenses L.4.1b Lesson 3: Modal Auxiliaries L.4.1c					Lesson 4: Order of Adjectives L.4.1d Lesson 5: Prepositions and Prepositional Phrases L.4.1e Lesson 6: Complete Sentences and Fragments L.4.1f Lesson 7: Run-on Sentences L.4.1f Lesson 8: Commonly Confused Words L.4.1g					Lesson 9: Capitalizing Names of People L.4.2a Lesson 10: Capitalizing Names of Places and Things L.4.2a Lesson 11: Punctuating Direct Quotations L.4.2b Lesson 12: Using Commas with Coordinating Conjunctions L.4.2c					Good Friday					Unit 2: Knowledge of Language Lesson 13: Precise Words and Phrases L.4.3a Lesson 14: Punctuation for Effect L.4.3b Lesson 15: Formal and Informal Language L.4.3c																			
					28	29	30	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23																

April / May	Unit 3: Vocabulary Acquisition and Use Lesson 16: Using Context Clues L.4.4a Lesson 17: Greek and Latin Word Parts L.4.4b	May Day	Lesson 18: Using a Dictionary or Glossary L.4.4c Lesson 19: Similes and Metaphors L.4.5a Lesson 20: Idioms L.4.5b	Lesson 21: Adages and Proverbs L.4.5b Lesson 22: Synonyms and Antonyms L.4.5c Lesson 23: Using a Thesaurus L.4.4c Lesson 24: Precise Words for Actions and L.4.6	Catch Up/Review	6-May Day- Family Event 9-20 iReady Diagnostic Window 20-Report Cards Due 26- Kinder/5th Promotoion 9-11 26-8th promotion 5-6:30
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Fourth Grade Math Pacing Guide

Kamalani Academy

	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F		
August				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30		
	Work Day	First Week Back in School				First Week Back with Students					i-ready Testing Lesson 0: Sessions for the First Five Days					Statehood Day	Lesson 1: Understand Place Value 4.NBT.A.1, 4.NBT.A.2					Lesson 2: Compare Whole Numbers 4.NBT.A.2					
September	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30						
	Labor Day	Lesson 3: Round Whole Numbers 4.NBT.A.3				Lesson 4: Add Whole Numbers 4.NBT.B.4					Lesson 5: Subtract Whole Numbers 4.NBT.B.4					Unit 1: Math in Action, Unit 1: End of Unit Unit 2: Beginning of Unit					Lesson 6: Understand Multiplication as a Comparison 4.OA.A.1						
October		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31			
		Lesson 7: Multiplication and Division in Word Problems 4.OA.A.2			Day of Sharing	Fall Break					Teacher Work Day	Teacher PD Day	Parent Teacher Conf.			Lesson 8: Multiples and Factors 4.OA.B.4					Lesson 9: Number and Shape Patterns 4.OA.C.5						
November					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29		
		Lesson 10: Model and Solve Multi-Step Problems 4.OA.A.3				Lesson 10: Model and Solve Multi-Step Problems 4.OA.A.3					Veteran's Day	Unit 2: Math in Action, End of Unit, Unit 3: Beginning of Unit					Lesson 11: Multiply by One-Digit Numbers 4.NBT.B.5					Lesson 12: Multiply by Two-Digit Numbers 4.NBT.B.5					Thanksgiving
December	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	19	20	21	22	23							
		Lesson 13: Use Multiplication to Convert Measurements 4.MD.A.1				Lesson 14: Divide Three-Digit Numbers 4.NBT.B.6					Lesson 15: Divide Four-Digit Numbers 4.NBT.B.6					Winter Break					15- Full Day 17-Family Event 23 - Jan 2- Winter Break						
January			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	3- Work Day/Retention						

January	Winter break					Teacher PD Day					Lesson 16: Find Perimeter and Area 4.MD.A.3					Unit 3: Math in Action, Unit 3: End of unit, Unit 4: beginning of unit					MLK Jr Day					Lesson 17: Understand Equivalent Fractions 4.NF.A.1					Deadline 4-PD Day 7- Report Cards Due/1st May day mtg 12- send report cards home																																	
Jan / February	27	28	29	30	31	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	Lesson 18: Compare Fractions 4.NF.A.2					Lesson 19: Understand Fraction Addition and Subtraction 4.NF.B.3, 4.NF.B.3a					Lesson 20: Add and Subtract Fractions 4.NF.B.3, 4.NF.B.3b, 4.NF.B.3d					Institute Day					President's Day					Lesson 21: Add and Subtract Mixed Numbers 4.NF.B.3, 4.NF.B.3c					2- Hui 3 Parent Night/committee meetings 3/11- Day of Sharing Prince Kuhio													
Feb / March	24	25	26	27	28	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	Lesson 22: Add and Subtract Fractions in Line Plots 4.MD.B.4					Lesson 23: Understand Fraction Multiplication 4.NF.B.4, 4.NF.B.4a, 4.NF.B.4b					Day of Sharing					Lesson 24: Multiply Fractions by Whole Numbers 4.NF.B.4, 4.NF.B.4c					Spring Break					Lesson 25: Fractions as Tenths and Hundredths 4.NF.C.5					Good Friday													
March / April	Date: Spring Showcase?					Date: Report Cards Go Out					31					1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	Lesson 26: Relate Decimals and Fractions 4.NF.C.6					Lesson 27: Compare Decimals 4.NF.C.7 Lesson 28: Problems About Time and Money 4.MD.A.2					Lesson 29: Problems About Length, Liquid Volume, Mass, and Weight 4.MD.A.2 Unit 4: Math in Action, Unit 4: End of Unit, Unit 5: Beginning of Unit					Good Friday					Lesson 30: Points, Lines, Rays, and Lesson 31: Angles					11-22 SBA dates?				
April / May	28	29	30	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	Lesson 32: Add and Subtract with Angles 4.MD.C.7					May Day					Lesson 33: Classify Two-Dimensional Figures 4.G.A.2					Lesson 34: Symmetry 4.G.A.3					Unit 5: Math in Action Unit 5: End of Unit					6-May Day- Family Event 9-20 iReady Diagnostic Window 20-Report Cards Due 26- Kinder/5th Promotoion 9-11 26- 8th promotion 5-6:30																		
Fourth Grade Writing Pacing Guide																																																																
Kamalani Academy																																																																
	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F																													
August				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	Lesson 1: Writing an Opinion: Speech W.4.1, W.4.7					Lesson 1: Writing an Opinion: Speech W.4.1, W.4.7																																	
September	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30																																											

September	Labor Day	Lesson 1: Writing an Opinion: Speech W.4.1, W.4.7				Lesson 1: Writing an Opinion: Speech W.4.1, W.4.7					Lesson 1: Writing an Opinion: Speech W.4.1, W.4.7					Lesson 1 Review					Lesson 2: Writing to Inform: Article W.4.2, W.4.7				
		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	
October	Lesson 2: Writing to Inform: Article W.4.2, W.4.7				Day of Sharing	Fall Break					Teacher Work Day	Teacher PD Day	Parent Teacher Conf.			Lesson 2: Writing to Inform: Article W.4.2, W.4.7					Lesson 2: Writing to Inform: Article W.4.2, W.4.7				
November				1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	
	Lesson 2: Writing to Inform: Article W.4.2, W.4.7				Lesson 2: Writing to Inform: Article W.4.2, W.4.7					Veteran's Day	Lesson 2 Review			Lesson 3: Writing to Analyze Literature: Essay W.4.1, W.4.9					Lesson 3: Writing to Analyze Literature: Essay W.4.1, W.4.9			Thanksgiving			
December	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	19	20	21	22	23	15- Full Day 17-Family Event 23 - Jan 2- Winter Break				
	Lesson 3: Writing to Analyze Literature: Essay W.4.1, W.4.9				Lesson 3: Writing to Analyze Literature: Essay W.4.1, W.4.9					Lesson 3: Writing to Analyze Literature: Essay W.4.1, W.4.9			Winter Break												
January			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	3- Work Day/Retention Deadline 4-PD Day 7- Report Cards Due/1st May day mtg 12- send report cards home				
	Winter break				Teacher PD Day	Lesson 3 Review					Lesson 4: Writing to Inform: Blog Post W.4.2, W.4.7			MLK Jr Day	Lesson 4: Writing to Inform: Blog Post W.4.2, W.4.7										
Jan / February	27	28	29	30	31	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	2- Hui 3 Parent Night/committee meetings 3/11- Day of Sharing Prince Kuhio				
	Lesson 4: Writing to Inform: Blog Post W.4.2, W.4.7				Lesson 4: Writing to Inform: Blog Post W.4.2, W.4.7					Lesson 4: Writing to Inform: Blog Post W.4.2, W.4.7			Institute Day	President's Day	Lesson 4 Review										
Feb / March	24	25	26	27	28	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28
	Lesson 5: Writing a Narrative: Historical Fiction W.4.3				Lesson 5: Writing a Narrative: Historical Fiction W.4.3					Day of Sharing	Lesson 5: Writing a Narrative: Historical Fiction W.4.3			Spring Break					Lesson 5: Writing a Narrative: Historical Fiction W.4.3	Good Friday	Lesson 5: Writing a Narrative: Historical Fiction W.4.3				
March / April	Date: Spring Showcase?										Date: Report Cards Go Out														
	31	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	11-22 SBA dates?				
Lesson 5: Writing a Narrative: Historical Fiction W.4.3				Lesson 5 Review					Lesson 6: Writing an Opinion: Editorial W.4.1, W.4.7			Good Friday	Lesson 6: Writing an Opinion: Editorial W.4.1, W.4.7												

April / May	28	29	30	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	6-May Day- Family Event 9-20 iReady Diagnostic Window 20-Report Cards Due 26- Kinder/5th Promotoion 9-11 26- 8th promotion 5-6:30				
	Lesson 6: Writing an Opinion: Editorial W.4.1, W.4.7				May Day	Lesson 6: Writing an Opinion: Editorial W.4.1, W.4.7				Lesson 6: Writing an Opinion: Ed W.4.1, W.4.7				Lesson 6 Review											
Fourth Grade Science Pacing Guide																									
Kamalani Academy																									
	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F
August				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30
	Work Day				First Week Back with Students				I-Ready Testing/Prepare pacing guides				Stateh ood Day	4-LS1-1: Internal and External Structures				4-LS1-1: Internal and External Structures							
September	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30				
	Labor Day	4-LS1-2: Sensation, Processing, and Response				4-LS1-2: Sensation, Processing, and Response				4-PS4-2: Light and Vision				4-PS4-2: Light and Vision				4-PS4-2: Light and Vision							
October		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31	
	4-PS4-2: Light and Vision				Day of Sharing	Fall Break				Teacher Work Day	Teacher PD Day	Parent Teacher Conf.				4-ESS1-1: Evidence from Rock Layers				4-ESS1-1: Evidence from Rock Layers					
November					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29
	4-ESS2-1: Weathering and Erosion				4-ESS2-1: Weathering and Erosion				Veteran 's Day	4-ESS2-1: Weathering and Erosion				4-ESS2-2: Mapping Earth's Features				4-ESS2-2: Mapping Earth's Features				Thank sgiving			
December	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	19	20	21	22	23					
	4-ESS3-2: Natural Hazard Design Solution				4-ESS3-2: Natural Hazard Design Solution				4-ESS3-2: Natural Hazard Design Solution				Winter Break				15- Full Day 17-Family Event 23 - Jan 2- Winter Break								
January			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24					
	Winter break			Teacher PD Day	4-ESS3-1: Renewable and Non-renewable Energy				4-ESS3-1: Renewable and Non-renewable Energy				MLK Jr Day	4-PS3-1: Motion Energy				3- Work Day/Retention Deadline 4-PD Day 7- Report Cards Due/1st May day mtg 12- send repot cards home							
July	27	28	29	30	31	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21					
	2- Hui 3 Parent Night/committee meetings																								

Feb	4-PS3-1: Motion Energy					4-PS3-2: Energy Transfer					4-PS3-2: Energy Transfer					Insti tute Pres iden t's	4-PS3-3: Energy in Collisions					Night/committee meetings 3/11- Day of Sharing Prince Kuhio				
Feb / March	24	25	26	27	28	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	
	4-PS3-3: Energy in Collisions					4-PS3-4: Energy Conversion Device					Day of Sharing	4-PS3-4: Energy Conversion Device					Spring Break					4-PS4-1: Wave Model		Good Friday	4-PS4-1: Wave Model	
	Date: Spring Showcase?										Date: Report Cards Go Out															
March / April	31	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	11-22 SBA dates?					
	4-PS4-1: Wave Model					4-PS4-3: Information Transfer Solution					4-PS4-3: Information Transfer Solution					Good Friday	Units finished or pushback dates for catch-up									
April / May	28	29	30	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	6-May Day- Family Event 9-20 iReady Diagnostic Window 20-Report Cards Due 26- Kinder/5th Promotoion 9-11 26- 8th promotion 5-6:30					
	May Day Practice					May Day	Units finished or pushback dates for catch-up					Units finished or pushback dates for catch-up					Last Week of School									
Fourth Grade Social Studies Pacing Guide																										
Kamalani Academy																										
	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	M	TU	W	TH	F	
August				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	
	Work Day					First Week back to school					I-Ready Testing/Prepare pacing guides					Statehood Day	Creation Beliefs and Polynesian Migration: Creation Beliefs					Creation Beliefs				
September	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30					
	Labor Day	Migration Stories					Migration Stories					Migration Methods					Migration Methods					Early Hawaiian-Environmental Interaction: Environmental Characteristics of a Volcanic Island				
October	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31			
	Environmental Characteristics of a Volcanic Island				Day of Sharing	Fall Break					Teacher Work Day	Teacher PD Day	Parent Teacher Conf.			Human Distribution					Environmental Modification					

November					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29		
	Environmental Modification					Environmental Modification					Veteran's Day	Early Hawaiians and the Land: Natural Resources					Natural Resources					Native vs Non-Native				Thanksgiving	
December	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	19	20	21	22	23							
	Native vs Non-Native					The Evolution of Hawaiian Culture: Hawaiian and Other Polynesian Cultures					Chapter 9: Civil War and Reconstruction, L1: Struggles Over Slavery, L2: The War Begins										Winter Break	15- Full Day 17-Family Event 23 - Jan 2- Winter Break					
January			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24							
	Winter break			Teacher PD Day		Hawaiian and Other Polynesian Cultures					Core Values of Early Communities					MLK Jr Day	Core Values of Early Communities					3- Work Day/Retention Deadline 4-PD Day 7- Report Cards Due/1st May day mtg 12- send report cards home					
Jan / February	27	28	29	30	31	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21							
	Beliefs of Early Hawaiian Society: Hawaiian Gods					Hawaiian Gods					Roles and Responsibilities					Institute Day	President's Day	Roles and Responsibilities					2- Hui 3 Parent Night/committee meetings 3/11- Day of Sharing Prince Kuhio				
Feb / March	24	25	26	27	28	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28		
	Governance in Early Hawaiian Society: Kapu and Regulations					Kapu and Regulations					Day of Sharing	Kapu and Economic Decisions					Spring Break					Life in the Ahupua'a: Land Usage and Human Modifications		Good Friday	Land Usage and Human Modifications		
March / April	Date: Spring Showcase?															Date: Report Cards Go Out											
	31	1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25							
	Land Usage and Human Modifications					Specialization of Skills					The Beginnings of the Hawaiian Kingdom through Unification: Governance of Ali'i					Good Friday	Governance of Ali'i					11-22 SBA dates?					
April / May	28	29	30	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23							
	Rise of Kamehameha I				May Day	Rise of Kamehameha I					Review and Assessment Chapt					Last Week of School					6-May Day- Family Event 9-20 iReady Diagnostic Window 20-Report Cards Due 26- Kinder/5th Promotoion 9-11 26-8th promotion 5-6:30						

Exhibit D
Sample Exit Outcomes

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4th Grade Exit Outcomes - ELA

Reading	Writing	Language
<p>Students leaving 4th grade should/can be able to:</p> <ul style="list-style-type: none"> - develop the ability to read, comprehend, and analyze both literary and informational texts. They will identify key ideas and details, determine themes, understand the use of language and structure, compare and contrast elements within and across texts 	<p>Students leaving 4th grade should/can be able to:</p> <ul style="list-style-type: none"> - demonstrate proficiency in writing informative and narrative texts in which includes effectively introducing a topic, organizing ideas logically, providing relevant details and examples, using transitional words and phrases, revising and editing to improve clarity and coherence - produce clear and coherent writing appropriate to task, purpose, and audience 	<p>Students leaving 4th grade should/can be able to:</p> <ul style="list-style-type: none"> - use relative pronouns - form and use progressive verb tenses - produce complete sentences, recognizing and correcting inappropriate fragment and run-ons. - correctly use frequently confused words (to, two, too, their, there, etc.) - use correct capitalization - use commas and quotation marks - spell grade-appropriate words correctly - use context clues, affixes, roots, synonyms, and antonyms - explain meaning of simple similes and metaphors

Increased Independence/Task Initiation	Mathematics Understanding Skills
<p>Students leaving 4th grade should/can be able to:</p> <ul style="list-style-type: none"> - complete assignments and tasks with minimal supervision - follow instructions accurately - manage their time effectively to meet academic deadlines - become more self-directed learners who take initiative in their studies <p>Effective Communication Skills</p> <p>Students leaving 4th grade should/can be:</p> <ul style="list-style-type: none"> - proficient communicators both verbally and in writing - express themselves clearly and coherently - articulate their ideas and opinions with confidence - actively participate in class discussions and group activities - demonstrate active listening skills - show respect for the viewpoints of others <p>Social and Emotional Development</p> <p>Students leaving 4th grade should/can be able to:</p> <ul style="list-style-type: none"> - exhibit empathy and kindness towards their peers - resolve conflicts peacefully - demonstrates good sportsmanship in both academic and 	<p>Students leaving 4th grade should/can be able to:</p> <ul style="list-style-type: none"> - develop a strong foundation in mathematical understanding across various concepts. <p>Whole Numbers: Place Value, Comparison, Addition and Subtraction</p> <p>Students leaving 4th grade should/can be:</p> <ul style="list-style-type: none"> - understand the concept of place values - compare multi-digit numbers using various representations - round multi-digit numbers <p>Operations: Multiplication, Division, and Algebraic Thinking</p> <p>Students leaving 4th grade should/can be:</p> <ul style="list-style-type: none"> - interpret multiplication equations as comparisons - use multiplication and division to solve word problems - solve multi-step word problems using the four operations - identify factor pairs, multiples, and prime and composite numbers within the range 1-100 - generate and analyze number/shape patterns <p>Multi-Digit Operations and Measurement: Multiplication,</p>

4th Grade Exit Outcomes - ELA

<p>extracurricular activities</p> <ul style="list-style-type: none"> - understands the importance of teamwork and collaboration <p>Responsible Behavior</p> <p><i>Students leaving 4th grade should/can be able to:</i></p> <ul style="list-style-type: none"> - adhere to classroom rules and expectations - take care of their belongings - respect the rights and property of others - understand the importance of being accountable for their actions and choices 	<p>Division, Perimeter and Area</p> <p><i>Students leaving 4th grade should/can be:</i></p> <ul style="list-style-type: none"> - fluently multiply whole numbers up to four digits by one digit and two-digit numbers - find whole number quotients and remainders with up to four digit dividends and one digit divisors - understand the relative sizes of measurement units - convert measurements between larger and smaller units - apply the area and perimeter formulas for rectangles to solve real world and mathematical problems <p>Fractions, Decimals, and Measurement: Addition, Subtraction, and Multiplication</p> <p><i>Students leaving 4th grade should/can be able to:</i></p> <ul style="list-style-type: none"> - develop a deep understanding of fractions and their operations, including equivalent fractions, comparing fractions, and performing arithmetic with fractions. They will also apply this understanding to solve real-world problems involving measurement and data. <p>Geometry and Measurement: Figures, Classification, and Symmetry</p> <p><i>Students leaving 4th grade should/can be able to:</i></p> <ul style="list-style-type: none"> - develop a strong understanding of angles, geometric figures, and their properties, and apply this understanding to measure and classify shapes, as well as to solve real-world and mathematical problems involving geometric concepts.
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Appendix A: Renewal Application Certification Statement

This form must be signed by the governing board chair of the charter school. An application for renewal will be considered incomplete and will not be accepted if it does not include this signature.

Name of School:	Kamalani Academy
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I hereby certify under the penalties of perjury that the school's governing board is in compliance with the provisions of Section 302D-12, HRS. I further certify that the information submitted in this application for renewal of a public school charter contract is true to the best of my knowledge and belief and that this application has been approved by the school's Governing Board.



12/19/2024

Signature: Chair of Governing Board

Date

Print/Type Name:	Aumoana Kanakaole-Lato
Date of approval by governing board:	12/19/2024



**Board Resolution
Authorizing Signatory**

Kamalani Academy PCS
1403 California Avenue
Wahiawa, HI 96786

RESOLUTION OF Kamalani Academy Governing Board

At the meeting of the Kamalani Academy Governing School Board on December 19, 2024, the following resolution was proposed and approved by the Board at a duly noticed meeting of the Board:

WHEREAS, Chapter 302D-18, Hawaii Revised Statutes (“HRS”), as amended, provides for the renewal of charter school contracts by the State Public Charter School Commission; and

WHEREAS, the current charter contract between the Board and the Commission is ending on June 30, 2025 and the Board is seeking to renew its charter contract with the Commission; and

WHEREAS, the Board has reviewed the State Public Charter School Renewal Application (“Renewal Application”), which the Board will need to complete and turn into the Commission by December 19, 2024; and

WHEREAS, ARTICLE VI CONTRACTS, LOANS, AND DEPOSITS, Section 1. Contracts. of Kamalani Academy’s By-Laws, “The Governing Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School, and such authority may be general or confined to specific instances.”

NOW, THEREFORE, IT IS RESOLVED, that Aumoana Kanakaole-Lato, Board Chair, and Reina Nahulu, Interim School Director, is hereby authorized to complete, provide all evidence of performance and data, and sign, date, and deliver the Charter Renewal Application on behalf of the Board.

This resolution may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all such counterparts shall together constitute for all purposes one and the same instrument.

[Remainder of this page intentionally left blank]




**Board Resolution
Authorizing Signatory**

Kamalani Academy PCS
1403 California Avenue
Wahiawa, HI 96786


IN WITNESS WHEREOF, the undersigned have duly executed this resolution on December 19, 2024:

Name: Aumoana Kanakaole-Lato
Title: Board Chair


Name: Sylvia Hussey
Title: Treasurer



Name: Jessica Gellert
Title: Board Member



Name: Jill Phillips
Title: Board Member



Name: Brandee Yuen
Title: Board Member

Name:
Title:

Name:
Title:

Name:
Title:


Board Member Information

To be completed individually by each Governing Board member.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

Background- describe your role

1. Name of charter school on whose governing board you serve: **Kamalani Academy**
2. Contact information:
Name: **Aumoana Kanakaole-Lato**
Phone: 
E-mail: **aumoana.kanakaole@kamalaniacademy.org**
3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): **Chair**
4. Indicate the beginning and ending dates of your term on the governing board: **July 13, 2023 to present**
5. Indicate whether you currently serve on a governing board of another charter school.
 I serve on the governing board of: [Click or tap here to enter text.](#)
 I do not serve on another charter school governing board.

Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.

 - I am a current employee
 - I am a former employee. My employment with the school concluded on: [Click or tap here to enter text.](#)
 - I am not a current or former employee of the charter school under the jurisdiction of the governing board
2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as “a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person.” See attached chart for description of degrees of family relationships.

 - I am related to an employee of the school. My [Click or tap here to enter text.](#) is employed by the school.
 - I am related to a former employee of the school. My [Click or tap here to enter text.](#) was employed by the school. Their employment concluded on: [Click or tap here to enter text.](#)
 - I am not related to an employee or former employee of the school
3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.

 - I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: [Click or tap here to enter text.](#)
 - I am a *former* vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: [Click or tap here to enter text.](#) My contract with the school concluded on: [Click or tap here to enter text.](#)
 - I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.

4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
- I/we do not anticipate conducting any such business
- Yes: [Click or tap here to enter text.](#)
5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.
- I/we do not have a financial interest
- Yes: [Click or tap here to enter text.](#)
6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school's governing board.
- None
- Yes: [Click or tap here to enter text.](#)

Certification

I, Aumoana Kanakaole-Lato, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.



Signature

12/18/2024

Date


Board Member Information

To be completed individually by each Governing Board member.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

Background- describe your role

1. Name of charter school on whose governing board you serve: **Kamalani Academy**
2. Contact information:
Name: **Sylvia Hussey**
Phone: 
E-mail: **sylvia.hussey@kamalaniacademy.org**
3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): **Treasurer**
4. Indicate the beginning and ending dates of your term on the governing board:
9/21/2023 to 12/31/2024
5. Indicate whether you currently serve on a governing board of another charter school.
 I serve on the governing board of: [Click or tap here to enter text.](#)
 I do not serve on another charter school governing board.

Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.
 - I am a current employee
 - I am a former employee. My employment with the school concluded on: [Click or tap here to enter text.](#)
 - I am not a current or former employee of the charter school under the jurisdiction of the governing board

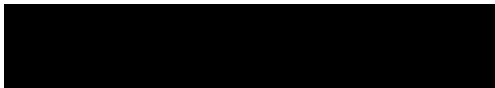
2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as “a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person.” See attached chart for description of degrees of family relationships.
 - I am related to an employee of the school. My [Click or tap here to enter text.](#) is employed by the school.
 - I am related to a former employee of the school. My [Click or tap here to enter text.](#) was employed by the school. Their employment concluded on: [Click or tap here to enter text.](#)
 - I am not related to an employee or former employee of the school

3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.
 - I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: [Click or tap here to enter text.](#)
 - I am a *former* vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: [Click or tap here to enter text.](#) My contract with the school concluded on: [Click or tap here to enter text.](#)
 - I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.

4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
- I/we do not anticipate conducting any such business
- Yes: [Click or tap here to enter text.](#)
5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.
- I/we do not have a financial interest
- Yes: [Click or tap here to enter text.](#)
6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school’s governing board.
- None
- Yes: [Click or tap here to enter text.](#)

Certification

I, Sylvia Hussey, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.



Signature

12/18/2024

Date

Board Member Information

To be completed individually by each Governing Board member.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

Background- My current role is board member. In my short time, my responsibilities are centered around the support to submit the Charter Renewal application.

1. Name of charter school on whose governing board you serve: **Kamalani Academy**

2. Contact information:
Name: **Jill Phillips**
Phone: **[REDACTED]**
E-mail: **jill.phillips@kamalaniacademy.org**

3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): **member**

4. Indicate the beginning and ending dates of your term on the governing board: **October 2024 - present**

5. Indicate whether you currently serve on a governing board of another charter school.
 I serve on the governing board of: Click or tap here to enter text.
 I do not serve on another charter school governing board.

Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.
 - I am a current employee
 - I am a former employee. My employment with the school concluded on: Click or tap here to enter text.
 - I am not a current or former employee of the charter school under the jurisdiction of the governing board

2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as “a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person.” See attached chart for description of degrees of family relationships.
 - I am related to an employee of the school. My Click or tap here to enter text. is employed by the school.
 - I am related to a former employee of the school. My Click or tap here to enter text. was employed by the school. Their employment concluded on: Click or tap here to enter text.
 - I am not related to an employee or former employee of the school

3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.
 - I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: Click or tap here to enter text.
 - I am a **former** vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: Click or tap here to enter text. My contract with the school concluded on: Click or tap here to enter text.
 - I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.

4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
- I/we do not anticipate conducting any such business
- Yes: Click or tap here to enter text.
5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.
- I/we do not have a financial interest
- Yes: Click or tap here to enter text.
6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school's governing board.
- None
- Yes: Click or tap here to enter text.

Certification

I, Jill Phillips, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.



Signature

12/19/2024

Date


Board Member Information

To be completed individually by each Governing Board member.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

Background- describe your role

1. Name of charter school on whose governing board you serve: **Kamalani Academy**
2. Contact information:
Name: **Brandee Yuen**
Phone: 
E-mail: **Brandee.yuen@kamalaniacademy.org**
3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): **member**
4. Indicate the beginning and ending dates of your term on the governing board: **October 2024 - present**
5. Indicate whether you currently serve on a governing board of another charter school.
 I serve on the governing board of: [Click or tap here to enter text.](#)
 I do not serve on another charter school governing board.

Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.
 - I am a current employee
 - I am a former employee. My employment with the school concluded on: [Click or tap here to enter text.](#)
 - I am not a current or former employee of the charter school under the jurisdiction of the governing board

2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as “a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person.” See attached chart for description of degrees of family relationships.
 - I am related to an employee of the school. My [Click or tap here to enter text.](#) is employed by the school.
 - I am related to a former employee of the school. My [Click or tap here to enter text.](#) was employed by the school. Their employment concluded on: [Click or tap here to enter text.](#)
 - I am not related to an employee or former employee of the school

3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.
 - I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: [Click or tap here to enter text.](#)
 - I am a **former** vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: [Click or tap here to enter text.](#) My contract with the school concluded on: [Click or tap here to enter text.](#)
 - I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.

4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.
 - I/we do not anticipate conducting any such business
 - Yes: [Click or tap here to enter text.](#)

5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.
 - I/we do not have a financial interest
 - Yes: [Click or tap here to enter text.](#)

6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school’s governing board.
 - None
 - Yes: [Click or tap here to enter text.](#)

Certification

I, _____Brandee Yuen_____, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.

Signature	Date
Brandee N Yuen 12/18/2024	

Board Member Information

To be completed individually by each Governing Board member.

Charter school governing boards are subject to the provisions of Section 302D-12, HRS and the Chapter 84, HRS, the State Ethics Code. Serving on a public charter school governing board is a position of public trust and fiduciary responsibility. As a governing board member of a public school, you are responsible for ensuring the quality of the school's plans, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its Charter Contract.

The Commission requires that each governing board member respond individually to this questionnaire.

Background- describe your role

1. Name of charter school on whose governing board you serve: Kamalani Academy

2. Contact information:
Name: Jessica Gellert
Phone: [REDACTED]
E-mail: Jessica@kamalani.academy.org

3. Indicate your position on the governing board (e.g. chairperson, vice chairperson, secretary, treasurer, member): Member

4. Indicate the beginning and ending dates of your term on the governing board:
November 21, 2024 - Present

5. Indicate whether you currently serve on a governing board of another charter school.
 I serve on the governing board of:
 I do not serve on another charter school governing board.

Disclosures

1. Indicate whether you are a current employee or former employee of the charter school under the jurisdiction of the governing board that you serve. If you are a former employee, indicate when your employment with the school concluded.

I am a current employee

I am a former employee. My employment with the school concluded on: [Click or tap here to enter text.](#)

I am not a current or former employee of the charter school under the jurisdiction of the governing board
2. Indicate whether you are a relative of an employee or former employee of the charter school under the jurisdiction of the governing board that you serve. Pursuant to Section 302D-12(k)(2) a relative is defined as “a spouse, fiancé, or fiancée of the employee; any person who is related to the employee within four degrees of consanguinity; or the spouse, fiancé, or fiancée of such person.” See attached chart for description of degrees of family relationships.

I am related to an employee of the school. My [Click or tap here to enter text.](#) is employed by the school.

I am related to a former employee of the school. My [Click or tap here to enter text.](#) was employed by the school. Their employment concluded on: [Click or tap here to enter text.](#)

I am not related to an employee or former employee of the school
3. Indicate whether you are a vendor or contractor providing goods and services (including but not limited to educational service provider or charter management organization services) to the charter school under the jurisdiction of the governing board that you serve. If you are a vendor or contractor, describe the services that you provide.

I am a vendor or contractor providing goods and services to the charter school under the jurisdiction of the governing board that I serve. I provide the following services to the school: [Click or tap here to enter text.](#)

I am a *former* vendor or contractor that provided goods and services to the charter school under the jurisdiction of the governing board that I serve. I provided the following services to the school: [Click or tap here to enter text.](#) My contract with the school concluded on: [Click or tap here to enter text.](#)

I am not a vendor or contractor that provides goods and services to the charter school under the jurisdiction of the governing board.

4. Indicate if you, your spouse, or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, indicate the precise nature of the business that is being or will be conducted.

I/we do not anticipate conducting any such business

Yes: Click or tap here to enter text.

5. Indicate if you, your spouse, or other immediate family members have a financial interest with a vendor (including an education service provider, or charter management organization) to the school. If so, indicate the precise nature of the financial interest that you have.

I/we do not have a financial interest

Yes: Click or tap here to enter text.

6. Indicate any potential ethical or legal conflicts of interests that would or are likely to exist should you serve on the school's governing board.

None

Yes: Click or tap here to enter text.

Certification

I, Jessica Gellert, certify to the best of my knowledge and ability that the information I am providing to the State Public Charter School Commission as a governing board member is true and correct in every respect. I agree to notify the Commission if there are any changes to the above disclosures.



Signature

Date

ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII

KAMALANI ACADEMY FOUNDATION

SPACE LEASE AGREEMENT

THIS SPACE LEASE AGREEMENT (this "**Lease**") is made this 1st day of January 2017, effective as of July 1, 2016 (the "**Effective Date**"), by and between **ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII**, a Hawaii nonprofit corporation, the principal place of business and post office address of which is 1184 Bishop Street, Honolulu, Hawaii 96813 (the "**Landlord**"), and **KAMALANI ACADEMY FOUNDATION**, a Hawaii nonprofit corporation, the principal place of business and post office address of which is 246 Panepo'o Place, Wahiawa, Hawaii 96786 (the "**Tenant**").

WITNESSETH THAT:

WHEREAS, Landlord is the owner of that certain property located at 1403-A California Avenue, Wahiawa, Hawaii 96786 bearing tax map key designation (1) 7-4-018-004 ("**Landlord's Property**") which property belongs to Our Lady of Sorrows Parish (the "**Parish**"); and

WHEREAS, a portion of Landlord's Property is the site of the former Our Lady of Sorrows School;

WHEREAS, Tenant desires to lease the former school buildings and other portions of the Landlord's Property and the Parish has requested that Landlord grant such a lease for the benefit of the Parish;

NOW, THEREFORE, in consideration of the rent hereinafter reserved and of the covenants herein contained and on the part of Tenant to be observed and performed, Landlord does hereby demise and lease unto Tenant and Tenant does hereby accept and rent the facilities more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference and the use of adjacent parking and recreational areas (collectively, the "**Premises**") at the rents and upon and subject to the terms and conditions set forth in this Lease.

Reserving, however, unto Landlord and the Parish use of the driveway area within the Premises and the use of a portion of the ball field for parking on Saturday evenings, Sundays, major holy days, including without limitation, Christmas and the Easter Triduum (Holy Thursday through Holy Saturday), and for weddings, funerals and other major Parish events, all as more particularly provided below.

ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII / OUR LADY OF SORROWS, WAHIAWA
KAMALANI ACADEMY FOUNDATION – SPACE LEASE AGREEMENT

TO HAVE AND TO HOLD the same unto Tenant, for the term hereinafter provided unless sooner terminated as hereinafter provided; Tenant yielding and paying therefor annual rent, in advance, as hereinafter provided.

A. TERM. The term of this Lease (the "**Term**") shall be deemed to have commenced as of the Effective Date, and shall expire on June 30, 2026, unless sooner terminated as hereinafter provided. Tenant shall have an option to extend this Lease upon the terms and conditions set forth in Paragraph E.20 below.

B. BASE RENT. The base rent for the Premises shall be payable monthly in advance as follows:

For the period from July 1, 2016 to and including June 30, 2017: \$4,000 per month.

For the period from July 1, 2017 to and including June 30, 2021: \$10,000 per month.

For the period from July 1, 2021 to and including June 30, 2026: \$13,000 per month.

C. LANDLORD'S COVENANT OF QUIET ENJOYMENT.

1. **Quiet Enjoyment.** Upon payment of the rent as aforesaid and upon faithful observance and performance of the covenants by Tenant hereinafter contained, Tenant shall peaceably hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or the Parish or any person or persons lawfully claiming by, through or under Landlord or the Parish, except as expressly provided in this Lease.

D. TENANT'S COVENANTS.

1. **Tenant's Nonprofit Status; Real Property Taxes.** Tenant represents to Landlord that Tenant is, and at all times during the Term will be, a Hawaii nonprofit corporation eligible for exemption from real property taxes. In the event that Tenant shall cease to be eligible for such exemption and Landlord by reason thereof shall become liable for real property taxes with respect to the Premises, Landlord shall have the right and option to terminate this Lease immediately upon written notice to Tenant and Tenant then shall have thirty (30) days within which to vacate the Premises and shall reimburse Landlord for all such taxes.

2. **Payment of Rent.** Tenant will pay all rent and other sums due Landlord under this Lease in lawful money of the United States of America at the times and in the manner provided, without any setoff or deduction and without any notice or demand, to Landlord at First Hawaiian Bank/TRES, P.O. Box 1550, Honolulu, HI 96806-1550, or at such other place as Landlord shall designate in writing.

3. **Payment Of Rates And Other Charges.** Tenant will pay directly before the same become delinquent all charges, duties, rates and other outgoings of every description, including electricity, gas, refuse collection and recycling, telephone, sewage disposal, water or any other utilities or services or any connections or meters therefor, made, levied or assessed in connection with the Premises, any part thereof or any

improvement thereon, or against Landlord or Tenant in respect thereof, whether assessed to or payable by Landlord or Tenant.

4. **Operating Expenses.** Tenant shall be solely responsible for all operating and maintenance expenses which shall be incurred or be assessed with respect to the Premises, any part thereof or any improvement thereon, including, without limitation to the generality of the foregoing, the costs of utilities, including telephone, cable television and internet utility service charges, janitorial services, automated control systems, air conditioning, trash disposal, repair and maintenance, landscaping and security. Notwithstanding the foregoing, Tenant and Landlord shall share the maintenance expenses with respect to the driveway and parking areas in proportion to their respective use thereof. Maintenance of the ball field shall be at Tenant's expense. Without limiting the generality of the foregoing, Tenant shall maintain its own dumpster on the Premises and shall cause a separate electric meter and water meter or submeter to be installed for the Premises.

5. **Administration Fee.** Tenant shall pay monthly to Landlord an amount equal to the amount payable by Landlord for the administration of this Lease on Landlord's behalf by a third party (e.g., First Hawaiian Bank, Trust Real Estate Services) but in no event more than \$200.00 per month.

6. **Landlord Not Liable.** Landlord shall have no liability to Tenant by reason of the failure of any public utility or private contractor to provide service, nor for any loss, cost, injury or damage occasioned by service interruptions or delays unless the same are solely attributable to Landlord's gross negligence or intentional misconduct.

7. **Personal Property Taxes.** Tenant will also pay all taxes and other charges which may be levied or assessed during the Term upon Tenant's furniture, fixtures, appliances and other personal property installed or located in the Premises.

8. **Gross Excise Taxes.** Tenant will pay to Landlord as additional rent, together with each payment of rent or any other payment required hereunder which is subject to any State of Hawaii general excise tax on gross income, as it may be amended, and any other similar taxes imposed on Landlord on said rental or other payments in the nature of a gross receipts tax, sales tax, privilege tax or the like (excluding federal and state net income taxes), whether imposed by the United States of America, the State of Hawaii, the City and County of Honolulu, or any other duly authorized taxing body, an amount which, when added to such rental or other payment, shall yield to Landlord, after deduction of all such taxes payable by Landlord with respect to all such payments, a net amount equal to that which Landlord would have realized from such payments had such taxes not been imposed. For example, when the aggregate amount of all such taxes is four percent and one-half (4.5%), there results a figure of ninety-five and one-half percent (95.5%) to be divided into said rental and other amounts in order to ascertain the total amount due.

9. **Conveyance Taxes.** Tenant shall reimburse to Landlord, upon demand, any and all conveyance and transfer taxes payable with respect to this Lease and any amendment hereof, and with respect to any document to which Tenant is a party that creates or transfers an interest or an estate in the Premises or this Lease.

10. **Security Deposit.**

- a. Concurrently with the execution of this Lease, Tenant has deposited with Landlord the sum of **SIXTEEN THOUSAND DOLLARS (\$16,000)**, receipt of which is acknowledged. The deposit shall be held by Landlord, without liability for interest, as security for the performance by Tenant of every covenant and condition of this lease and may be commingled with other funds of Landlord.
- b. If Tenant shall default with respect to any covenant or condition of this Lease beyond any applicable notice and cure period, Landlord may, without prejudice to any other right or remedy of Landlord provided in this Lease, apply the whole or any part of such security deposit to the payment of any sum in default or any other sum which Landlord may be required to spend by reason of Tenant's default. In the event Landlord should so apply all or any part of said deposit, Tenant shall within fifteen (15) calendar days after receipt of notice from Landlord, pay to Landlord the sum expended in order to replenish the security deposit. If Tenant is not then in default with respect to any of the covenants or conditions of this Lease, the security deposit or any balance thereof shall be returned to Tenant, without interest, at the expiration of the Term.

11. **Interest.** If Tenant shall become more than fifteen (15) days delinquent in the payment of any rent or other payments required hereunder to be made by Tenant, Tenant will also pay to Landlord as additional rent hereunder interest on the unpaid portions thereof from the respective due dates until fully paid at the rate of ten percent (10%) per annum.

12. **Late Charges.** Tenant acknowledges that late payment by Tenant to Landlord of rent and other sums due will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to processing and accounting expenses incurred by Landlord. Accordingly, if any installment of monthly base rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) calendar days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties agree that the late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted under this Lease. Late fees and costs shall be treated as additional rent.

13. **Application of Payments.** All payments received by Landlord from Tenant, regardless of any notation, direction, endorsement or condition to the contrary, shall be applied first to accrued interest, then to late charges, then to the reimbursement of Landlord's costs, expenses and advances as in this Lease provided, and the balance, if any, shall be applied to rent.

14. **No Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of monies due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's rights to recover the balance of such rent or other amount or pursue any other remedy in this Lease.

15. **Use of Premises.** Tenant will occupy and use the Premises for the maintenance and operation of a public charter, grades K – 8 conforming in all respects to all requirements, laws, rules and regulations of the City and County of Honolulu and the State of Hawaii from time to time applicable to such operations.

- a. Tenant will have the use of two connected buildings containing approximately nine (9) classrooms together with an administrative office and restrooms from and after January 1, 2017.
- b. Tenant will have the use of approximately thirty (30) parking stalls, the location of which is to be agreed upon by the Parish and Tenant, between 7:00 a.m. and 5:00 p.m., Monday through Friday on school days.
- c. Subject to the provisions of Paragraph E.1.a below, Tenant will have the use of a portion of the ball field, the location of which is to be agreed upon by the Parish and Tenant, between 7:00 a.m. and 5:00 p.m., Monday through Friday on school days.
- d. If Tenant from time to time desires the use of the parking spaces or ballfield at other times, it shall request such accommodation from the Parish in writing and in advance, and the Parish, in its sole discretion reasonably exercised and subject always to its own needs and obligations, will cooperate with Tenant at no additional charge to enable such use. Any such uses must be incidental to Tenant's school operations, consistent with Tenant's nonprofit status, and shall not interfere with Parish use of Parish facilities.

16. **Prohibited Uses and Activities.**

- a. Tenant will not occupy nor make any use of the Premises or buildings thereon except as expressly provided in this Lease.
- b. Tenant shall make no use of the Premises that will jeopardize the tax exempt status of Landlord's Property.
- c. Tenant will not itself use or permit others to use the Premises for or in connection with any activity morally offensive to the Roman Catholic Bishop of Honolulu or for any use or activity inconsistent with the established teachings and doctrines of the Roman Catholic Church as the same are enunciated by the then-incumbent Roman Catholic Bishop of

Honolulu. Activities morally offensive to the Roman Catholic Bishop of Honolulu include but are not limited to counseling or promoting artificial birth control, abortion, euthanasia and assisted suicide. Tenant agrees that upon ten (10) days' notice from Landlord, Tenant will cease or cause the cessation of any such offensive use suffered or permitted by it.

- d. Tenant will not permit the sale or consumption of alcoholic beverages anywhere on the Premises or elsewhere on Landlord's Property.
- e. Tenant will not erect any signage without Landlord's prior written consent, which consent Landlord will not unreasonably withhold.
- f. Tenant will not authorize anyone other than its employees and school visitors to park vehicles on the Premises or elsewhere on Landlord's Property.
- g. Tenant will not permit any overnight parking or storage of any personal vehicles on the Premises or elsewhere on Landlord's Property by Tenant's employees or visitors.
- h. Tenant shall not erect or install any temporary or portable structures or buildings on the Premises or make any exterior alterations to the Premises without the express written consent of Landlord first obtained in each case. Landlord shall be entitled to withhold, condition or deny its consent to any such alterations and improvements unless the same are consistent with applicable health and safety codes and Tenant shall have provided Landlord with such plans, specifications, permits and evidence of ability to complete the same lien-free as Landlord reasonably may require. Landlord shall have no obligation to consent to any alterations or improvements to the exterior of the Premises that may be proposed by Tenant unless the same are required by applicable health and safety codes.

17. **Tenant's Maintenance Obligations.** Tenant at its own expense from time to time and at all times during the Term will restore, repair, maintain and keep the Premises and all buildings and other structures and improvements now or hereafter built thereon and the fixtures and equipment therein with all necessary reparations and amendments whatsoever in good and safe order and condition, except for reasonable wear and use thereof and damage by unavoidable casualty other than fire and extended coverage risks.

18. **Improvements Required by Law.** Tenant at its own expense during the whole of the Term will make, build, maintain and repair all improvements which may be required by law to be made, built, maintained and repaired for the use of the Premises or any part thereof.

19. **Care of Premises.** Tenant will not permit or suffer on the Premises or elsewhere on Landlord's Property any act or practice which may be a public or private nuisance or menace.

20. **Requirements of Law.** Tenant will observe and perform all laws, ordinances, rules and regulations concerning health, sanitation, safety and fire protection which are from time to time applicable to the Premises or Tenant's use thereof, shall procure and maintain in full force and effect all licenses and permits required to be procured and maintained for or in connection with Tenant's use of the Premises, and shall defend, indemnify and save harmless Landlord against all actions, suits, claims and damages by whomsoever brought or made by reason of the nonobservance or nonperformance of said laws, ordinances, rules and regulations, or of this covenant.

21. **Security.** Tenant shall be solely responsible for the safety and security of persons using the Premises pursuant to this Lease and shall not seek to restrict lawful uses of Landlord's surrounding property and facilities by reason of Tenant's security concerns or requirements.

22. **Maintenance and Repair.** Tenant will maintain and keep the Premises and the fixtures and equipment therein in good order and working condition. Any damages to the Premises caused by Tenant, its agents and employees, shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense.

23. **Refuse.** Tenant will place all trash, refuse and waste in securely tied plastic garbage bags and shall promptly clean up any spills within or originating from the Premises. All cardboard boxes brought to the Premises by Tenant shall be broken down or removed from the Premises.

24. **Hazardous Materials.** Tenant shall not use, store, discharge, release, dispose of any substance, material, or waste that is considered hazardous or toxic or that is regulated by the Federal Clean Air Act and Federal Clean Water Act under any federal, state, or local act, ordinance, rule, or regulation, including without limitation, asbestos, PCB, and lead or substances adverse to indoor air quality (collectively, "**Hazardous Materials**"). Notwithstanding the foregoing, and subject to Tenant's covenant to strictly comply with all applicable laws and regulations and all other terms and conditions of this Lease, Tenant may keep general cleaning supplies and other substances typically used in the ordinary operation of a school for use in the manner for which they are intended.

25. **No Partnership or Sponsorship.** Landlord and Tenant agree that Landlord in no event and for no purpose is a partner of Tenant in the conduct of any of Tenant's business or other affairs, or a joint venturer or member of a joint enterprise with Tenant. The relationship of the parties is that of lessor and lessee. Tenant shall not represent its operations to be an operation of Landlord and shall not use the name of Landlord or the Parish in any way that reasonably may be construed as suggesting sponsorship or operation by Landlord or the Parish.

26. **Inspection of Premises.** Tenant will permit Landlord or its agents at all reasonable times to enter the Premises to examine the state of repair and condition

thereof. Landlord shall give Tenant reasonable notice of such inspections and Tenant promptly shall appoint a representative to accompany Landlord or its agents.

27. Landlord's Alterations and Repairs. If Tenant fails to maintain the Premises and buildings in good order and repair such that structural and other repairs, improvements or alterations are necessary, and Tenant fails to commence such repairs within thirty (30) days after receipt of Landlord's notice of said failure, then Landlord may enter the Premises to make such repairs, the performance of which will not unreasonably impair Tenant's use and enjoyment of the Premises; provided that Landlord promptly shall restore or cause to be restored any damages to Tenant's improvements arising out of such performance. Nothing herein contained shall be deemed or construed to oblige Landlord to make any repairs, improvements or alterations to the Premises.

28. Tenant's Improvements and Alterations. Tenant shall be solely responsible to design, construct and install such improvements as are necessary or required to make the Premises fit and safe for use as a public charter school including, but not limited to, the installation of any and all necessary fixtures, fencing, lavatories and security arrangements. Tenant agrees that all improvements or alterations in or to the Premises made by Tenant will be made at Tenant's own expense, at no expense to Landlord. Tenant further agrees that detailed plans and specifications for any such improvements and alterations shall be first submitted to Landlord or its designee for prior review and written approval, which shall not be unreasonably or arbitrarily withheld or delayed. If Landlord shall fail to approve or disapprove Tenant's plans and specifications within forty-five (45) days of Landlord's receipt thereof, Tenant may proceed according to such submission without Landlord's approval, subject to the terms, conditions and restrictions of this Lease. Landlord's approval of any plans shall not be deemed an approval of any amendment or modification thereof and no such approval shall be deemed or construed to be a warranty or other representation on Landlord's part that such plans and specifications or the improvements or alterations therein described are legal, safe or sound. In making any such improvements or alterations and in using and occupying the Premises, Tenant shall comply with the Building Code and ordinances of the City and County of Honolulu and all the laws of the State of Hawaii pertaining to such work, use or occupancy. Tenant at no cost to Landlord shall obtain all governmental permits and approvals required for Tenant's permitted improvements. Any improvements or alterations made by Tenant (except furniture and appliances) shall become and remain a part of the buildings and be and remain the property of Landlord upon the termination of this Lease or of Tenant's occupancy of the Premises. Tenant shall not paint or stain the woodwork, walls, and floors or paint or refinish the Landlord's furniture and fixtures without the prior written consent of Landlord. Tenant may change or install locks within the Premises without Landlord's prior consent or approval, and shall promptly provide the Landlord with one or more master keys to the Premises and all rooms and closets therein. Any master keys provided by Tenant to Landlord shall not be used by the Landlord's agent except in emergency situations. Tenant at no cost to Landlord shall make, install and construct any and all improvements, additions and alterations necessary to bring the Premises into conformance with applicable provisions of the Americans With Disabilities Act ("ADA") and shall defend, indemnify and forever hold

Landlord harmless of and from any and all claims by whomsoever made to alleged failure to comply with the ADA which claims arise out of Tenant's use of the Premises. Tenant recognizes that as a religious entity, Landlord itself is exempt from compliance with Title III (Public Accommodations) of the ADA. Tenant assumes full responsibility at no cost to Landlord to make any and all alterations or improvements to the Premises that may be required by the ADA by reason of Tenant's use of the Premises. Notwithstanding anything to the contrary, Tenant, at its own cost and without Landlord's consent may make cosmetic, non-structural alterations and renovations of the interior of the Premises, such as painting, flooring, carpeting and minor hardware improvements, including fixtures but not including plumbing, wiring or major electrical installations.

29. **Minimum Improvement Cost.** Tenant covenants and agrees that, as a material inducement to Landlord in making this Lease, Tenant will complete improvements to the Premises in accordance with the Paragraph D.28 above and fairly costing (as evidenced by actual payments to licensed contractors) not less than **One Million Dollars (\$1,000,000) not later than July 1, 2019**, subject to extension only for *force majeure*. As used herein, the term *force majeure* means delays by war, riots, insurrection, earthquake, fire, flood, tsunami, hurricane, Acts of God, or other similar disaster, by governmental ruling, regulation or law, or by general transportation or shipping strikes, or by strikes or shortages that affect the delivery of materials critical to construction on the Premises or by other circumstances of a similar nature wholly beyond the control of the Tenant, which conditions are the Tenant's fault. Tenant's failure to complete such improvements by such deadline shall constitute a material default on the part of Tenant entitling Landlord to terminate this Lease.

30. **Licensed Contractors.** Tenant shall only use the services of licensed and insured contractors for construction of improvements to the Premises, and, upon request therefor, shall provide Landlord with verification of such contractor(s)' license(s) and insurance and copies of any building permits issued.

31. **Liens.** Tenant will not commit or suffer any act of neglect whereby the Premises or any part thereof or interest therein shall at any time during the Term become subject to any attachment, judgment, lien, charge or encumbrance whatsoever, and Tenant will indemnify, defend and hold Landlord harmless from all loss, cost and expenses with respect thereto. Prior to the delivery of materials and the commencement of any construction approved by Landlord as provided hereinabove, Tenant will, if so required by Landlord, deposit with Landlord (a) a certificate or other satisfactory evidence that the contractor therefore has secured a bond naming Landlord as co-obligee therein in form and amount (which shall not be less than one hundred percent (100%) of the estimated cost of construction) and with a surety or sureties satisfactory to Landlord, for full and faithful performance of such construction, including payment of all subcontractors, labor and materialpersons, and (b) evidence reasonably satisfactory to Landlord that Tenant has sufficient funds available to it to pay 100% of the estimated cost of construction, including payment of the contractor, all subcontractors, labor and materialpersons.

32. **Waiver of Warranty.** Tenant agrees and declares that as a material inducement to Landlord to grant this Lease, Tenant has and does waive any and all claims Tenant might otherwise have against Landlord arising out of or in any way connected with the

condition and repair of the Premises, faulty or improper construction of improvements, latent defects and code violations in building construction. Tenant acknowledges and agrees that it has examined the Premises and knows the condition thereof and that it accepts the Premises in their existing "AS IS" condition, without reliance on any warranty or representation, express or implied, on the part of Landlord concerning the condition of the Premises or the improvements thereon or thereto.

33. **Insurer's Requirements.** Tenant will not store or stock any goods or do anything in or about the Premises which will in any way impair or invalidate the obligation of an insurance company under any policy of fire insurance covering the Premises. In no event shall Tenant install any electrical equipment which shall cause the overloading of existing electrical facilities. Tenant at its own expense shall make whatever alterations are necessary to comply with the requirements of the insurance underwriters and governmental agencies having jurisdiction in the matter, such alterations to be made in accordance with plans and specifications first approved by Landlord in writing.

34. **Indemnity.** Tenant will defend, indemnify and hold Landlord harmless from and against all claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of the Premises by Tenant or any other person claiming under or through Tenant, or any accident or fire on the Premises or any nuisance made or suffered thereon, or any failure by Tenant to keep the Premises in a safe condition or faithfully to observe and perform any of the covenants of Tenant herein contained, and will reimburse Landlord for all Landlord's costs and expenses, including reasonable attorney's fees, incurred in connection with the defense of any such claims. Tenant will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Premises at Tenant's sole risk and will save Landlord harmless from any claim for loss or damage hereto by any cause whatsoever other than the Landlord's gross negligence.

35. **Fire Insurance.** Tenant, at its own expense, at all times during the Term, will keep insured all buildings now existing or hereafter erected by Tenant on the Premises and all furniture, fixtures, appliances, equipment, goods, stocks and supplies therein and thereon against loss or damage by fire, wind and flood, including demolition and debris removal, with extended coverage in the joint names of the Landlord and the Tenant, in a sum as near as practicable to the maximum insurable value (replacement value) of said buildings and will for that purpose pay all premiums and sums of money payable in respect of such insurance; and in case said buildings be destroyed or damaged by fire or other such casualty, then and as often as the same shall happen, all moneys received in respect of such insurance shall with all convenient speed be laid out by the Tenant in rebuilding, repairing or otherwise reinstating said buildings in a good and substantial manner according to the plan and elevation of the buildings so destroyed or damaged by fire or other such casualty, or according to such modified plan as shall be previously approved by the Landlord in writing.

36. **Liability Insurance.**

- a. Tenant at its own expense at all times during the Term, will effect and maintain commercial general liability insurance with respect to the Premises and all of Tenant's operations conducted thereon and therefrom under a policy or policies naming Landlord as an additional insured in an insurance company authorized to do business in Hawaii with liability coverage of at least as follows: Bodily Injury and Property Damage Combined Single Limit -- \$2,000,000.00 per occurrence, subject to \$2,000,000.00 general aggregate per policy year; \$2,000,000.00 products and completed operations aggregate per policy year; Personal and Advertising Injury -- \$1,000,000.00 per occurrence, Fire Legal Liability -- \$250,000.00 per fire, or such higher limits as Landlord may from time to time require with due regard to prevailing prudent business practice as reasonably adequate for its protection, and Tenant will from time to time deposit with Landlord current certificate(s) of such insurance and upon request therefor true copies of such insurance policies.
- b. Unless otherwise expressly agreed by Landlord in writing, each of Tenant's liability insurance policies shall:
 - i. name Landlord as an additional insured;
 - ii. provide for no deductible amount applicable to bodily injury, personal or advertising injury, property damage, fire damage liability or medical expense;
 - iii. protect each of the insureds under a severability of interest clause as if each were separately insured under separate policies; provided, however, that such policies shall not require the insurers to pay any amounts in excess of the maximum limits stated therein; and
 - iv. contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under the policy for any loss occasioned to it by reason of the acts, omissions and/or negligence of Tenant.

37. Insurance, Generally.

- a. Unless otherwise expressly agreed by Landlord in writing, each policy of insurance required hereunder shall:
 - i. be written with an insurance company that is licensed to do business in the State of Hawaii and that is rated A-VII or better by A. M. Best Company, Inc.;
 - ii. be written as primary insurance, not contributing with and not in excess of any coverage that Landlord may carry;

- iii. contain no provision relieving the insurer from liability for loss occurring while the hazard to improvements is increased, whether or not within the knowledge or control of, or because of any breach of warranty or condition or any other act or neglect by Landlord, Tenant or agents of either of them;
 - iv. provide that such policy may not be cancelled, whether or not requested by Tenant, except upon the insurer giving at least sixty (60) days' prior written notice thereof to Landlord, Tenant, every mortgagee or holder of any interest in the Premises and every other person in interest who has requested such notice of the insurer; and
 - v. include, to the extent such coverage is available at a commercially reasonable cost, coverage for claims resulting from damage and alleged damage to the environment and damage or injury caused by unsafe or hazardous conditions or Hazardous Materials made or suffered by Tenant or its agents or arising on or under the Premises.
- b. The adequacy of the insurance coverage hereby required shall be subject to review and approval by Landlord from time to time. If it appears in such review that a prudent business person, operating a similar business to that operated by Tenant on the Premises, would increase the limits of its insurance, Tenant, to that extent and to the extent that such increased or additional insurance is available and economically affordable, shall increase forthwith such limits.
 - c. Tenant shall deposit with Landlord current certificates of insurance issued by Tenant's insurance carriers, insurance agent or insurance broker certifying that Tenant has in effect all insurance required hereunder. In the event of any claim or threat of litigation concerning any matter which is required by this Lease to be covered by Tenant's insurance, Landlord shall be entitled to review and copy current, certified copies of all insurance policies, including all forms and endorsements, pertinent to this Lease.
 - d. Tenant shall pay in a timely manner all premiums due for the insurance herein required, and as often as any policy shall expire or terminate, shall renew or replace such policy in like manner and to like extent.
 - e. In the event that any insurance required by this Lease becomes exhausted or substantially reduced as a result of claim payments and the application of aggregate limit restrictions, is cancelled or non-renewed or becomes null and void for any reason whatsoever, Tenant immediately and at its own expense, shall pay premiums or purchase additional insurance to fully reinstate such insurance to the limits of liability required by this Lease.

- f. Landlord makes no representation whatsoever that the limits of liability specified to be carried by Tenant under this Lease are adequate to fully protect Tenant against Tenant's undertakings under this Lease, and in the event Tenant believes that any insurance coverage required under this Lease is insufficient, Tenant shall obtain, at its own expense, such additional insurance as Tenant deems adequate and necessary.

38. **Damage or Destruction.** Any and all insurance proceeds payable to Tenant for loss or damage to the Premises during the Term shall be used with all reasonable speed by Tenant for rebuilding, repairing or otherwise reinstating the building(s) and other improvements in a good and substantial manner substantially according to the plan and elevation thereof or to modified plans conforming to laws and regulations then in effect. In the event the Premises are damaged by any casualty and the insurance proceeds therefor shall be insufficient in amount to rebuild, repair or restore the Premises or the Premises are damaged or destroyed due to any cause not covered by the hazard insurance maintained by Tenant, Tenant shall make up the deficiency from Tenant's own funds. Damage or destruction of the Premises, including uninsured or under-insured losses, shall not entitle Tenant to any abatement of rent. Notwithstanding anything to the contrary, Tenant shall have the right to terminate this Lease without liability or penalty in the event the Premises are destroyed by more than fifty percent (50%) during the last two (2) years of the then-current term.

39. **Waste.** Tenant shall not make or suffer any strip or waste or unlawful, improper or offensive use of the Premises. Tenant shall not (a) permit any use or act in or about the Premises which is illegal or of a hazardous or dangerous nature; (b) use or occupy the Premises for the purpose of storing junk, scrap or other offensive materials; (c) take any other action which would constitute waste or a nuisance or would disturb or endanger or unreasonably interfere with neighboring properties; or (d) use, store, discharge, release, dispose of any substance, material, or waste that is considered hazardous or toxic or that is regulated by the Federal Clean Air Act and Federal Clean Water Act under any federal, state, or local act, ordinance, rule, or regulation, including without limitation, asbestos, PCB, and lead or substances adverse to indoor air quality. Notwithstanding the foregoing, and subject to Tenant's covenant to strictly comply with all applicable laws and regulations and all other terms and conditions of this Lease, Tenant may bring upon, keep and use general cleaning supplies typically used in a school in the ordinary course of business for use in the manner for which they were designed.

40. **Assignment, Mortgaging and Subleasing Prohibited.**

- a. **Prohibition.** Tenant shall not mortgage or assign this Lease or Tenant's rights hereunder, or sublet, license or part with the use or possession of the whole or any part of the Premises or any interest therein, or permit any concessionaire or licensee of Tenant to operate therein or thereon except with Landlord's express written prior consent obtained in each instance, which consent Landlord in its sole discretion may arbitrarily withhold, condition or deny. No sublease, license or use agreement to which Landlord may consent shall be deemed or construed to release or

relieve Tenant of its obligations hereunder and all subleases, licenses and use agreements made or granted by Tenant hereunder shall be subject to the terms and conditions of this Lease and shall lapse and be of no further force or effect upon termination of this Lease. Any assignment, sublease or other purported license to use the Premises by Tenant without the Landlord's consent shall be void and, at the Landlord's option, shall terminate this Lease.

- b. **Kamalani Academy.** Notwithstanding the prohibition against subletting in Paragraph D.40.a above or anything else to the contrary in this Lease, Landlord will not withhold or delay its consent to a sublease by Tenant of the entirety of the Premises to KAMALANI ACADEMY, a Hawaii nonprofit corporation incorporated on October 6, 2016, *provided that* (i) any such sublease shall expressly provide that it is made subject to all of the terms and conditions of this Lease, (ii) a true and complete copy of the sublease shall be provided to Landlord; (iii) Tenant shall not be released from its obligations under this Lease as a result of any such permitted sublease and shall remain directly and primarily responsible to Landlord for the observance and performance of the terms, covenants and conditions of this Lease on the part of Tenant to be observed and performed; (iv) any guarantor of this Lease shall not be released by reason of such sublease and shall in writing expressly affirm its guaranty notwithstanding such sublease; and (v) such sublease and Landlord's consent thereto shall not be deemed or construed as permitting or authorizing any other or further sublease, sub-sub lease, or assignment of sublease without Landlord's express prior written consent as provided in Paragraph D.40.a above.
- c. **Another Nonprofit Hawaii Public Charter School.** Notwithstanding the prohibition against subletting in Paragraph D.40.a above or anything else to the contrary in this Lease, upon and subject to the provisos enumerated as romanettes (i) through (v), inclusive, in Paragraph D.40.b above, Landlord will not unreasonably withhold or delay its consent to a sublease by Tenant of the entirety of the Premises to a Hawaii nonprofit corporation organized and existing to operate a Hawaii public charter school on the Premises.

41. **Surrender.** At the end of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all alterations, additions and improvements by whomsoever made in, to or on the Premises (except movable furniture and appliances which were put in at the expense of Tenant), in good repair, order and condition, reasonable wear and use and damage resulting from fire and other unavoidable casualty excepted. On or before the last day of the Term or other sooner termination thereof, Tenant will at its own expense remove from the Premises all movable fixtures, signs and other furniture and property belonging to it, and any such property not removed shall be deemed abandoned by Tenant.

42. **No Consent To Holdover.** If Tenant continues in possession of the Premises after this Lease is terminated, Tenant will be a Holdover Tenant without Landlord's

consent and Landlord may use legal procedures to recover possession of the Premises from Tenant. Tenant will be liable to Landlord for the payment of a sum equal to twice the monthly rent under this Lease, prorated daily on the basis of a thirty (30) day month and shall reimburse Landlord's costs and expenses, including reasonable attorneys' fees, in recovering possession of the Premises.

43. **Nonliability of Landlord.** Tenant will not look to Landlord and Landlord shall not be liable for any loss or damage occasioned by the use or misuse of water by anyone (other than Landlord, and Landlord's employees, agents, visitors or permittees) or by the plumbing, electrical or other fixtures, or any equipment, within any building located on or within the Premises, or said building becoming defective, or by the bursting or leakage of any pipes, roofs, gutters, or by the overflow of storm drains or sewers, or by any nuisance made or suffered on the Premises or said building.

E. MUTUAL COVENANTS.

1. **Parish's Use of Premises.** The Parish shall have the right to use certain portions of the Premises from time to time during the Term upon the following terms and conditions:

- a. The Parish and its visitors shall be entitled to the use of the driveway within the area of the Premises to facilitate traffic flow on Landlord's Property;

The Parish shall be entitled to the use of a portion of the ball field for parking on Saturday evenings, Sundays, major holy days, including without limitation, Christmas and the Easter Triduum (Holy Thursday through Holy Saturday), and for weddings, funerals and other major Parish events. The Parish will inform Tenant of major holy days (other than Christmas and the Easter Triduum Friday) weddings and funerals as soon as possible after they are scheduled and will coordinate with Tenant the dates and times of other major Parish events;

- b. The Parish shall be solely responsible for clean-up following the Parish's use;
- c. The Parish shall be responsible for repair of any damage to the Premises or Tenant's furniture, fixtures and equipment by whomsoever caused which is attributable to the Parish's use; and
- d. The Parish shall coordinate its scheduling of variable and one-time uses with Tenant to assure that they will not unreasonably interfere with Tenant's use of the Premises. The Parish and Tenant will cooperate to identify the portion of the ball field that is reasonably adequate to the Parish's needs and that will not unreasonably interfere with the Tenant's operations. In the event of any disputes, the decision of the pastor or administrator of the Parish, in the reasonable exercise of his discretion, shall be final.

2. **Parish Use of Landlord's Property.** The Premises are a portion of Landlord's Property and are adjacent to facilities actively used and operated by the Parish. Parish uses of Landlord's Property outside the Premises shall not be limited, defined or restricted by Tenant or Tenant's use of the Premises. The Parish shall be entitled to conduct and permit use of Landlord's Property outside the Premises for religious, educational and social activities and for community service and outreach programs. Tenant shall not seek to restrict, limit or define any such uses.

3. **Eminent Domain.** If at any time or times during the Term, the Premises or any part or parts thereof are taken by condemnation or conveyed under threat of eminent domain, then and in every such case the estate and interest of Tenant in the Premises so taken or condemned shall at once cease and determine, and Tenant shall not by reason thereof be entitled to any claim against Landlord or others for compensation or indemnity for leasehold interest, and all compensation and damages payable for or on account of any land or improvements thereon, except improvements erected on the demised land during the Term, shall be payable to and be the sole property of Landlord, and all compensation and damages payable for or on account of any improvements erected on the Premises during the Term shall be divided between Landlord and Tenant as their interests may appear as of the date when Tenant loses the right to possession of such improvements, Tenant's portion of such compensation for improvements shall be in the proportion that the unexpired portion of the Term of this Lease (exclusive of any unexercised option period) computed as of the date when Tenant loses possession of the condemned improvements, bears to the entire Term of this Lease (also exclusive of any unexercised option period) and Landlord's share being the balance thereof. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures and equipment; *provided, however,* that in case only part of the Premises shall be so taken or condemned, the rent thereafter payable for the remainder of the Term shall be reduced (calculated to the nearest dollar) in the proportion that the area of land so taken or condemned bears to the total area of the Premises immediately prior to such event and all compensation and damages payable for or on account of any improvements on the Premises shall be available to and used as soon as practicable by Tenant to the extent necessary for rebuilding or otherwise restoring such improvements on the remaining Premises according to plans conforming to laws and regulations then in effect; *provided, further,* that in the event of any partial taking or condemnation, if the remaining area of the Premises shall be insufficient or unsuitable for Tenant's permitted uses, Tenant, at its option, may terminate this Lease by giving written notice thereof to Landlord not later than sixty (60) days after Tenant loses the right to possession of the area taken or condemned and the parties thereupon shall be relieved of further performance hereunder. Condemnation of any leasehold interest in the Premises or any part thereof shall not terminate this Lease nor excuse Tenant from full performance of its covenants and obligations hereunder for the payment of money, but in such case Tenant may claim and recover from the condemning authority its damages thereby sustained.

4. **Fire, Destruction by the Elements.** In case of damage by fire or the action of the elements to the Premises which renders the same untenable, or in the event the Premises is rendered untenable for any other reason whatsoever, either Landlord or Tenant shall have the option of canceling or surrendering this Lease within thirty (30) days thereafter, and each of the parties then shall be relieved of further performance hereunder. Landlord shall have no obligation to rebuild the Premises or to relocate to Tenant to another site.

5. **Defeasance.** This Lease is made upon the express condition that if Tenant shall fail to pay the rent or any part thereof within thirty (30) days after the same becomes due, whether the same shall or shall not have been legally demanded, or shall fail to observe and perform faithfully any of the covenants or agreements herein contained and on the part of Tenant to be observed and performed and such default shall continue for thirty (30) days after written notice thereof given to Tenant by Landlord or mailed to Tenant's last known address (*provided, however*, that if the default is not capable of being cured in 30 days, Tenant shall not be in default if Tenant commences to cure said default within the 30-day period and diligently pursues to remedy said default to completion), or if Tenant shall become bankrupt or fail to perform any of the covenants of Tenant hereunder or shall abandon the Premises, or if this Lease or any estate or interest of Tenant hereunder shall be sold under any attachment or execution, then and in any such case, Landlord may at once reenter the Premises or any part thereof in the name of the whole, and upon or without such entry, at its option, terminate this Lease without service of notice or legal process and without prejudice to any other remedy or right of action, and in case of such termination, Tenant's interest in the Premises and all improvements therein and thereon by whomsoever made shall be and remain the property of Landlord.

6. **Termination.** Notwithstanding anything to the contrary in this Lease, if (a) Tenant is unable to obtain all of the permits and approvals necessary to operate and maintain a charter school within twelve (12) months after the Effective Date; or (b) after commencing operation of the charter school the Tenant loses any permit necessary to operate its charter school, then, in either event, Tenant shall have the right to terminate this Lease, without liability or penalty except for rent accrued through the date of termination, upon thirty (30) days' prior written notice to Landlord.

7. **Integration and Amendment.** This Lease is a complete integration of every agreement and representation made by or on behalf of Landlord and Tenant with respect to the Premises and no implied covenant or prior oral or written agreement shall be held to vary the provisions hereof, any law or custom to the contrary notwithstanding. No amendment or modification of this Lease shall be effective unless incorporated in a written instrument executed by Landlord and Tenant.

8. **Legal Expenses.** In case suit shall be brought because of the breach of any covenant or condition herein contained on the part of Landlord or Tenant to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all reasonable expenses incurred in connection therewith, including reasonable attorney's fees.

9. **Nonwaiver.** Acceptance of rent by Landlord or Landlord's agent shall not be deemed to be a waiver by Landlord of any breach by Tenant of any covenants herein contained or Landlord's right to reenter for breach of condition. Waiver by Landlord of any breach by Tenant shall not operate to extinguish the term, covenant or condition the breach of which has been waived, nor be deemed to be a waiver of Landlord's right to declare a forfeiture for any other breach thereof.

10. **Notices.** Any notice or demand of Landlord or Tenant or any other person provided for or permitted by this Lease may be given sufficiently for all purposes in writing mailed as registered or certified mail, return receipt requested and postage fully prepaid, addressed to such party at its post office address herein specified or the last known address of such party or person, or delivered personally within the State of Hawaii to any corporate officer of such party, and shall be deemed conclusively to have been given on the date of such mailing or personal delivery.

11. **Brokerage Commissions.** Tenant will be solely responsible for the payment of all commissions due its real estate broker, CBRE, and agrees to indemnify and hold harmless Landlord from and against any all liabilities arising from the claims of CBRE or any other broker or finder acting for Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant harmless from and against all liabilities arising from the claims of any other broker or finder acting for Landlord in connection with this Lease.

12. **Headings.** The paragraph headings are inserted merely for convenience and are shall not be construed as part of this Lease or as in any way affecting it.

13. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

14. **Governing Law.** This Lease shall be governed by and construed in accordance with the law of the State of Hawaii. In the event of any dispute arising out of or in connection with the subject matter of this Lease, jurisdiction and venue shall lie exclusively in the Circuit Court of the First Circuit, State of Hawaii.

15. **Attorneys' Fees.** In the event of any action or proceedings to enforce the terms and provisions of this Lease, the prevailing party shall be entitled to recover a reasonable sum as and for attorneys' fees and attorneys' commissions incurred in connection therewith.

16. **Severability.** If any provision of this Lease shall be found or held to be illegal, such illegality shall not affect the remainder of this Lease, which shall remain in full force and effect.

17. **Definitions.** Words in the singular or plural signify both the plural and singular; the use of any gender shall include all genders; and each of the terms "or" and "and" has

the meaning of the other or both where the subject matters, sense and context require such construction.

18. **Authority.** Each of Landlord and Tenant represent and warrant to each other that (a) it has the power and authority to enter into this Lease, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of Hawaii, (c) it has duly authorized this Lease, and this Lease is binding upon it, and (d) the execution, delivery, and performance by it of this Lease does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

19. **Subdivision.** Landlord and Tenant understand that the Premises occupy an unsubdivided portion of Landlord's Property. Landlord and Tenant intend that this Lease shall be construed in all respects as a space lease and not as a ground lease. If during the Term it shall be determined that this Lease violates the subdivision ordinances of the City and County of Honolulu, Landlord and Tenant will cooperate to reform this Lease to bring it into compliance with the subdivision ordinances. If such a reformation is not reasonably possible, Landlord and Tenant will cooperate at no charge to each other in creating a condominium regime covering Landlord's Property with the Premises comprising an apartment of the regime to be owned in fee simple by Landlord and leased to Tenant upon and subject to the terms, covenants and conditions of this Lease. The condominium documentation shall be prepared by attorneys selected by Landlord and the costs of condominium documentation, including reasonable attorneys' fees and the costs of preparing necessary surveys and plans, shall be shared equally by Landlord and Tenant. If a condominium regime is not possible, Landlord will submit an application to subdivide Landlord's Property for the purpose of creating a separate legal lot containing the area of the Premises demised by this Lease. Upon approval of such subdivision by the City and County of Honolulu and the Land Court of the State of Hawaii, Landlord will demise to Tenant the subdivided portion of Landlord's Property that includes the Premises upon and subject to the terms, covenants and conditions of this Lease. The subdivision application and documentation shall be prepared by engineers and attorneys selected by Landlord and the reasonable costs thereof shall be shared equally by Landlord and Tenant.

20. **Option to Extend.** Tenant shall have the right and option to extend the Term of this Lease for an additional period of ten (10) years, from July 1, 2026 to and including June 30, 2036 (the "**Option Period**") upon the following terms and conditions:

- a. At the time of giving notice of exercise of the option and at the commencement of the extended Term, Tenant shall not be in default of rent payments and the observance and performance of any of the terms and conditions of this Lease on the part of Tenant to be observed and performed.
- b. At the time of giving notice of exercise of the option and at the commencement of the extended Term, Tenant shall be lawfully in possession of the Premises, not having surrendered or terminated this Lease as herein provided.

ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII / OUR LADY OF SORROWS, WAHIAWA
KAMALANI ACADEMY FOUNDATION – SPACE LEASE AGREEMENT

- c. **Tenant shall give Landlord written notice of Tenant's election to exercise its option not later than 3:00 p.m., Monday, January 5, 2026. Time is of the essence. Landlord shall have no obligation to inquire, give notice or otherwise prompt Tenant's action. Unless Tenant shall have given written notice of its election to exercise the option to extend not later than 3:00 p.m., Monday, January 5, 2026, Tenant shall be conclusively deemed to have waived the option and shall have no other or further right to extend the Term of this Lease.**
- d. Any extension shall be upon the same terms and conditions as by this Lease provided, except as to rent, the security deposit and this option.
- e. Monthly base rent for and during the additional ten (10) years of the extended Term shall be 125% of the monthly base rent payable during the final year of the initial Term of this Lease but in no event less than \$16,250.
- f. The security deposit shall be increased to an amount equal to one month's base rent.

21. **Recordation.** This Lease shall not be recorded, but the parties shall, at the option of either party, execute and deliver a memorandum hereof, in recordable form, sufficient to give constructive notice of the leasehold estate hereby created. Said memorandum may be recorded in the Office of the Assistant Registrar of the Land Court or the Bureau of Conveyances of the State of Hawaii, as may be appropriate. Upon termination of this Lease, Tenant, upon presentation and without charge to Landlord, shall execute a recordable instrument evidencing such event.

22. **Counterparts.** This Lease may be executed in counterparts. When executed and delivered by any party, each counterpart shall be deemed an original regardless of the order of its execution and delivery and the several counterparts together shall constitute one document as though all signatures affixed to any counterpart were affixed to a single document.

23. **Grotto.** The grotto area depicted on said Exhibit "A" is a place of prayer and reflection. It is reserved to the use of the Parish and its visitors.

F. GUARANTOR.

As an essential condition of the material inducement to Landlord's making of this Lease, Tenant has offered Landlord the guarantee of this Lease by Academica Nevada, LLC, a Nevada limited liability company (the "**Guarantor**"). The Guarantor shall execute and deliver its guaranty in such form as Landlord in its sole discretion shall deem acceptable to it. If Guarantor shall fail promptly to execute and deliver such guaranty, or shall fail to affirm such guaranty in the event of any permitted sublease or assignment of this Lease, or shall cease to exist, Landlord at its option may terminate this Lease. The guaranty shall remain in effect until completion of Tenant's minimum improvements fairly costing not less than **One Million Dollars (\$1,000,000)** as evidenced by receipted payments.

Thereafter, during the term of the Lease, Guarantor shall covenant and agree that the payment of any and all fees by Tenant to Guarantor or any subsidiary or affiliate of Guarantor shall be subordinated to the prior payment in full as and when due of the Base Rent or other payments required hereunder to be made by Tenant to Landlord.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Approved:

ROMAN CATHOLIC CHURCH IN THE
STATE OF HAWAII

OUR LADY OF SORROWS PARISH

By _____
(Rev.) Ajith Kumar Antony Dass, SS.CC.
Its Pastor

By _____
(Very Rev.) Gary L. Secor
Its Vice President

"Parish"

"Landlord"

KAMALANI ACADEMY FOUNDATION

By _____
Its

"Tenant"

ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII / OUR LADY OF SORROWS, WAHIAWA
KAMALANI ACADEMY FOUNDATION -- SPACE LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Approved:

**ROMAN CATHOLIC CHURCH IN THE
STATE OF HAWAII**

OUR LADY OF SORROWS PARISH

By _____



(Rev.) ~~Arjith~~ Kumar Antony Dass, SS.CC.
Its Pastor

"Parish"

By _____

(Very Rev.) Gary L. Secor
Its Vice President

"Landlord"

KAMALANI ACADEMY FOUNDATION

By _____

Its

"Tenant"

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Approved:

OUR LADY OF SORROWS PARISH

By _____
(Rev.) Ajith Kumar Antony Dass, SS.CC.
Its Pastor

"Parish"

ROMAN CATHOLIC CHURCH IN THE
STATE OF HAWAII

By _____
(Very Rev.) Gary L. Secor
Its Vice President

"Landlord"

KAMALANI ACADEMY FOUNDATION

By _____
Its *Board Chairman*

"Tenant"

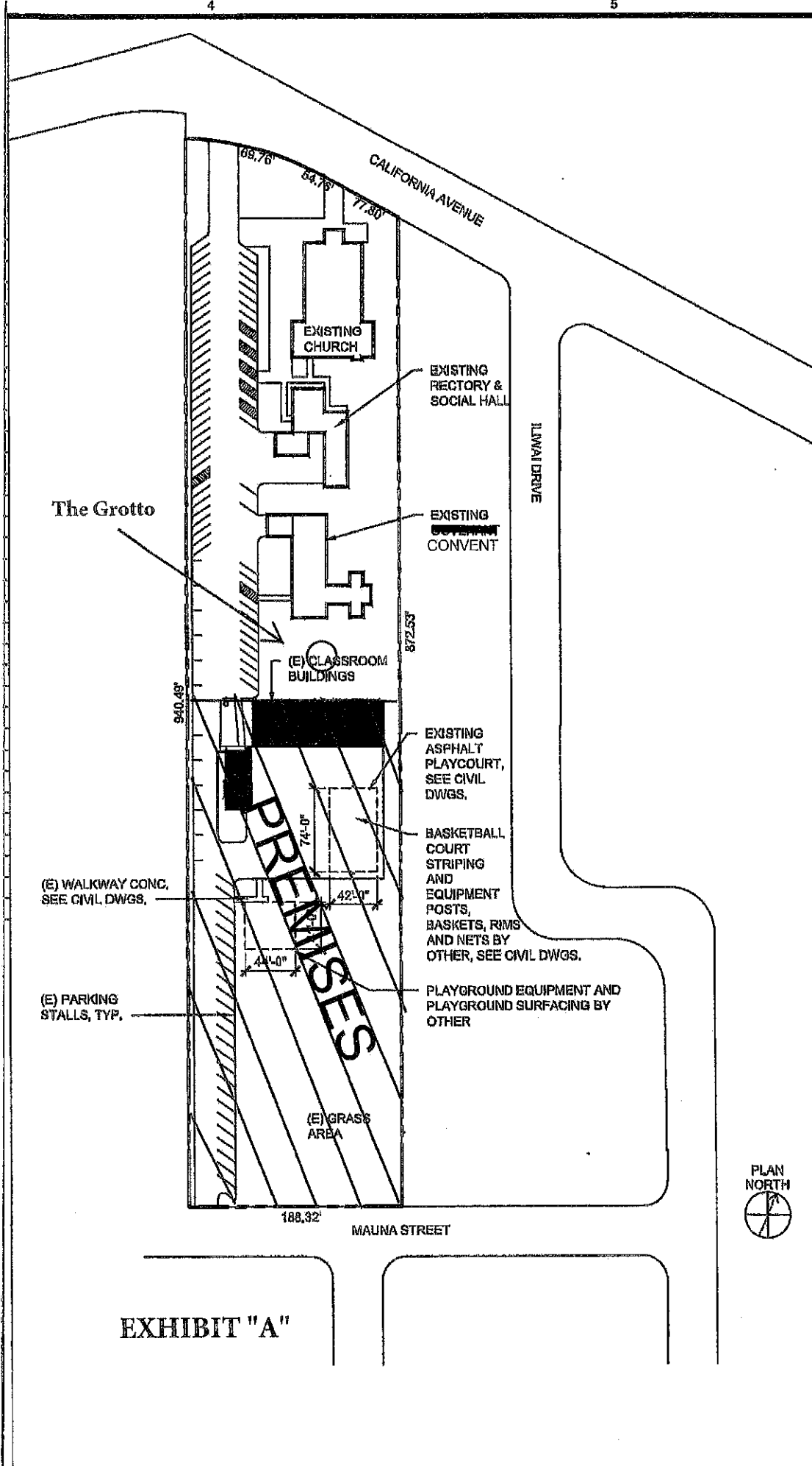


EXHIBIT "A"

SUBLEASE OF SPACE LEASE AGREEMENT

Between

KAMALANI ACADEMY FOUNDATION,
As Sub-Lessor

and

KAMALANI ACADEMY
As Sub-Lessee

covering

those certain premises

located at

1403-A California Avenue, Wahiawa, Hawaii 96786

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SUBLEASE OF SPACE LEASE AGREEMENT

THIS SUBLEASE OF SPACE LEASE AGREEMENT (this "Sublease") is made effective as of _____ ("Effective Date") by and between KAMALANI ACADEMY FOUNDATION, a Hawaii nonprofit corporation, whose address is 98-084 Kamehameha Hwy., Ste. 301A, Aiea, Hawaii 96701, hereinafter called "Sub-Lessor," and KAMALANI ACADEMY, a Hawaii nonprofit corporation, whose address is 1403A California Avenue, Wahiawa, Hawaii 96786, hereinafter called "Sub-Lessee."

BACKGROUND

A. Sub-Lessor, as Tenant, and the Roman Catholic Church in the State of Hawaii, a Hawaii nonprofit corporation, as Landlord ("Landlord") entered into that certain Space Lease Agreement dated January 1, 2017 (the "Lease") for certain premises as further described therein (the "Premises"). A true and correct copy of the Lease is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Pursuant to Paragraph D.40.b of the Lease, the Sub-Lessee desires to sublease the Premises from Sub-Lessor, and the Sub-Lessor desires to sublease the Premises to the Sub-Lessee, for the operation of a public charter school.

W I T N E S S E T H:

ARTICLE I - DEMISE

Section 1.1 Premises. The Sub-Lessor in consideration of the rent and covenants hereinafter reserved and contained and on the part of the Sub-Lessee to be paid, observed and performed, does hereby demise and sublease unto the Sub-Lessee the Premises, subject to the terms of the Lease. Notwithstanding anything to the contrary in this Sublease, the Sub-Lessee's rights under this Sublease shall at all times be subject to the terms of the Lease. In the event of any conflict between the terms of this Sublease and the terms of the Lease, the terms of the Lease shall prevail and control.

Section 1.2 Term. The term of this Sublease (the "Term") shall commence on the Effective Date (the "Commencement Date"), and shall expire on June 30, 2026, unless otherwise terminated pursuant to the terms hereof. Notwithstanding the foregoing, the Term shall be co-terminus with the term of the Lease. If the Lease is terminated for any reason, this Sublease shall automatically be terminated concurrently therewith, without liability or penalty to Sub-Lessor.

Section 1.3 Option to Extend Term. Sub-Lessor shall have the right and option to extend the Term of this Lease for an additional period of ten (10) years, from July 1, 2026 to and including June 30, 2036; provided, however, that Sub-Lessor exercises its option to extend the term under the Lease. Sub-Lessor shall give Sub-Lessee written notice of Sub-Lessor's election

to extend the Term of this Sublease promptly upon Sub-Lessor's exercise of its option under the Lease.

Section 1.4 [RESERVED].

Section 1.5 Quiet Enjoyment. Upon payment by Sub-Lessee of the rent hereinafter reserved and upon observance and performance of the terms, covenants and conditions herein contained and to be observed and performed by Sub-Lessee, Sub-Lessee shall peaceably hold and enjoy the Premises for the term and any extensions thereof without hindrance or interruption by Sub-Lessor or any other person lawfully or equitably claiming by, through or under the Sub-Lessor, except as herein otherwise expressly provided.

Section 1.6 Possession. In the event of Sub-Lessor's inability to deliver possession of the improved Premises per Section 14.8, if applicable, herein below at the commencement of the lease term, Sub-Lessor shall be liable for any damages caused thereby. In such event, no rental shall be payable by Sub-Lessee to Sub-Lessor for any portion of the Sublease term prior to the date the Premises are made available to Sub-Lessee. If Sub-Lessee, with Sub-Lessor's permission, enters into possession of the Premises prior to commencement of the lease term, all of the terms, covenants and conditions of this lease shall apply during the prior period.

ARTICLE II - RENT AND OTHER CHARGES

Section 2.1 Base Rent. In consideration of this Sublease, the Sub-Lessee agrees to pay the Sub-Lessor as monthly base rent for the Premises as follows:

(a) For the period from July 1, 2017 to and including June 30, 2021: the sum of THIRTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$36,250) per month.

(b) For the period from July 1, 2021 to and including June 30, 2026: the sum of THIRTY NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$39,250) per month.

(c) If the term of this lease is extended pursuant to Section 1.3 above, the rent payable during the extended term shall be determined by agreement of the parties, *provided that* (i) in no event shall the rent be less than the rent payable immediately prior to the commencement of the extended term, and (ii) in no event shall the rent exceed FORTY-FOUR THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS (\$44,791) per month. If the parties fail to agree on the rental amount, then the Sub-Lessor's determination of such amount shall be final and binding (but subject to the parameters described in this paragraph).

All rent shall be paid in legal tender of the United States of America, payable monthly in advance on the first day of each month to Sub-Lessor at Sub-Lessor's address set forth in the introductory paragraph of this Sublease, or at any other place the Sub-Lessor in writing may designate, on the days and in the manner aforesaid without demand by Sub-Lessor.

Sub-Lessor expressly waives any interest or late charges, if any, for any late payments or underpayments of rent or any other charges prior to the execution of this document.

Should the commencement date precede the date of execution of this Sublease document, all rent due (as adjusted per Section 1.6 hereinabove, if applicable) shall become due and payable on the date of the execution of this Sublease. All rent due in arrears shall be paid by the Sub-Lessee within forty-five (45) calendar days from the date of the execution of the Sublease.

Should there be a change of Sub-Lessor, an amendment of Sublease reflecting such change shall be executed between the Sub-Lessee and the new Sub-Lessor, and the new Sub-Lessor must provide a current tax clearance per Section 14.12 Tax Clearances herein below, before rent payment can be made to the new Sub-Lessor; initial rent payment to the new Sub-Lessor shall be due within sixty (60) days after the execution of the amendment to the Sublease.

Section 2.2 Parking. Sub-Lessee shall be entitled to use all of the unreserved parking spaces for automobiles designated for the Tenant under the Lease at no additional cost to Sub-Lessee for the term of the Sublease and any extensions thereafter.

Section 2.3 Security Deposit. (a) The Sub-Lessee shall deliver and pay to the Sub-Lessor a security deposit in an amount equal to one (1) month's base rent (the "Security Deposit"). The Security Deposit shall be payable in forty-eight (48) equal installment payments of \$677.08 per month and shall be paid together with each monthly payment of rent. The Security Deposit may be increased upon escalations in monthly rent during the term of this lease, and the Sub-Lessee shall remit to Sub-Lessor such amounts as Sub-Lessor shall demand in order to increase the Security Deposit to the current amount of one month's rent.

(b) Sub-Lessor may hold the Security Deposit in its general accounts, and shall not be required to segregate such account, without interest to Sub-Lessee. The Security Deposit assures the faithful performance of Sub-Lessee's obligations under this Lease. If Sub-Lessee fails to perform any of its obligations under this lease, Sub-Lessor may use all or a portion of the Security Deposit to pay any amount due to Sub-Lessor, or to reimburse Sub-Lessor for any loss, cost or expense which it may incur, as a result of Sub-Lessee's failure. If Sub-Lessor uses all or a portion of the Security Deposit, then, on Sub-Lessor's demand, the Sub-Lessee shall deposit with Sub-Lessor, within seven (7) days of the date of Sub-Lessor's written demand, funds sufficient to restore the Security Deposit to its original amount. If Sub-Lessor assigns its interest in this lease, it may deliver the Security Deposit to its assignee and if Sub-Lessor does so, then the Sub-Lessee agrees to look only to such assignee for the return of those sums.

(c) If Sub-Lessee fails to comply with all of its lease obligations, then, within a reasonable time after the end of the term (but in any event within the time required by applicable law), the Sub-Lessor may apply the Security Deposit to any unpaid sums then due to Sub-Lessor under this lease and return any remaining balance to Sub-Lessee.

Section 2.4 Triple Net. In addition to the Base Rent described in Section 2.1 above, Sub-Lessee shall pay all expenses associated with the Premises, including but not limited to payment of all conveyance taxes, real property taxes and assessments, insurance premiums, maintenance and operation charges, etc., it being the intent that this Sublease be "triple net." Such amounts shall be paid directly to the party or government entity entitled thereto before the same become

delinquent. With respect to any assessment made under any betterment or improvement laws which may be payable in installments, Sub-Lessee shall be required to pay only such installments of principal together with interest on the unpaid balances thereof as shall become due and payable during the Term (prorated for any partial periods).

Section 2.5 General Excise Tax and Surcharges. With every payment Sub-Lessee makes to Sub-Lessor on which Sub-Lessor is required to pay State of Hawaii, General Excise Tax (“GET”), or such other similar tax or surcharge subsequently imposed by law, Sub-Lessee will pay such additional amounts that will enable Sub-Lessor to pay the tax or surcharge, and still net the same amount Sub-Lessor would have received if said tax or surcharge had not been imposed. For example, an additional 4.71% shall be due on all Base Rent or other amounts payable by Sub-Lessee to Sub-Lessor for which Sub-Lessor is assessed GET.

ARTICLE III - USE

Section 3.1 Use of Premises. Sub-Lessee shall occupy and use the Premises solely for the operation of a charter school, subject to the terms and conditions of the Lease. Sub-Lessee will not use or permit, or suffer the use of the Premises for any other business or purposes without the written consent of the Sub-Lessor, which consent may be given or withheld in Sub-Lessor’s sole and absolute discretion. Notwithstanding anything to the contrary herein, the Sub-Lessee shall not use the Premises for any of the prohibited uses or activities described in Paragraph 16 of the Lease.

Section 3.2 [RESERVED].

Section 3.3 Observance of Laws. Sub-Lessee will at all times during the term observe and comply with all laws, ordinances, and rules and regulations now or hereinafter made by any governmental authority and applicable to the occupancy or use of the Premises or the conduct of any business therein or to the use of the common areas.

Section 3.4 Rules and Regulations. Sub-Lessor may from time to time adopt or amend such reasonable rules and regulations as Sub-Lessor deems necessary or desirable for the operation or use of the Premises, such as, but not limited to, the use of the common areas and other matters which may be of benefit or protection of the Sub-Lessor and the tenants, PROVIDED, HOWEVER, that the rules and regulations shall not be inconsistent with the terms, covenants and conditions of this lease and to the extent that the rules and regulations are inconsistent with the terms, conditions and covenants of this lease, then the terms, conditions and covenants of this lease shall control. The Sub-Lessee shall observe and comply with said rules and regulations.

Section 3.5 Waste, Nuisance or Unlawful Activity. Sub-Lessee agrees that it will not commit or permit any waste on the Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Premises to be used in an unlawful manner.

Section 3.6 Subletting and Assignment. The Sub-Lessee agrees that neither the Premises nor any part thereof shall be sublet, mortgaged or assigned nor will the Sub-Lessee part with the

possession of the whole or any part thereof without the consent in writing of the Sub-Lessor first having been obtained, which consent shall be granted or denied in Sub-Lessor's sole and absolute discretion. Any attempted sale, assignment, sublease or transfer by Sub-Lessee without Sub-Lessor's consent shall be void and of no force or effect.

ARTICLE IV - HAZARDOUS MATERIALS

Section 4.1 Sub-Lessee's Covenants. Sub-Lessee shall not cause or permit the escape, disposal or release of any hazardous materials in or upon the Premises. Sub-Lessee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought into the Premises any such materials except to use in the ordinary course of Sub-Lessee's business, and then only after written notice is given to Sub-Lessor of the identity of such materials. In addition, Sub-Lessee shall execute affidavits, representations and the like from time to time at Sub-Lessor's request concerning Sub-Lessee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Sub-Lessee.

Section 4.2 Sub-Lessor's Representations, Warranties and Obligations. Sub-Lessor represents to Sub-Lessee that Sub-Lessor has no liability under, has never violated, and is presently in compliance with all environmental laws regarding hazardous materials applicable to the Premises and the Property, and to the best of Sub-Lessor's knowledge, there does not now exist or ever existed any environmental condition relating to hazardous materials on the Premises or the Property.

Sub-Lessor agrees to indemnify and hold Sub-Lessee harmless from any damages to claims from any environmental condition or violation of any environmental laws resulting from the use or placement of hazardous materials on the Premises or Property prior to the lease commencement date even if not discovered until after the lease has commenced. This indemnity shall survive the lease termination date and shall be in addition to Sub-Lessor's obligations for breach of the above representations and warranties.

Sub-Lessor further agrees that compliance with any laws regarding asbestos (including the cost of removal and restoration of the Premises thereafter) is the sole responsibility of the Sub-Lessor, except to the extent asbestos is brought onto the Premises by the Sub-Lessee.

Section 4.3 Asbestos Management Program. Within ninety (90) days from the execution of this document, Sub-Lessor agrees to conduct an asbestos survey of the Premises by an independent accredited asbestos inspector or management planner or submit a statement of equivalent disclosure, Exhibit "C," (*attached hereto/to follow within ninety (90) days, which will be attached hereto and made a part hereof*). If the survey or disclosure identifies asbestos containing materials (ACM) and the ACM is not removed prior to occupancy, the Sub-Lessor agrees to appoint a building manager who has received an accredited asbestos training; to develop a written operations and maintenance plan for the proper care, maintenance and handling of the ACM; to provide accredited asbestos training for custodians, repair and maintenance personnel; to inform occupants, maintenance and repair personnel where ACM are located and notify them regarding the availability of the survey reports. Sub-Lessor further agrees that

compliance with any laws regarding asbestos (including the cost of removal and restoration of the Premises thereafter) is the sole responsibility of the Sub-Lessor. When ACM within the Premises are to be abated, it shall be performed in conformance with the requirements specified in the Asbestos Hazards Emergency Response Act. Accredited means qualified through a program or course approved by the Environmental Protection Agency.

If Sub-Lessor fails to comply with the terms of this section in the requisite time period, Sub-Lessee shall have the right to contract for this asbestos survey and reduce Sub-Lessee's rent by the full cost of the survey, including but not limited to, any and all costs of procurement.

Section 4.4 Definitions. For the purpose of this Sublease "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

ARTICLE V - MAINTENANCE, REPAIRS AND ALTERATIONS

Section 5.1 Sub-Lessee's Maintenance and Repair of the Premises. The Sub-Lessee will at its own cost during the term of this sublease and any extensions thereof keep the Premises in a good and safe condition, reasonable use and wear and tear and unavoidable casualty excepted. Sub-Lessee's obligations, under this section, do not include structural repairs, common areas of the Property, and natural wear, decay, or damage by the elements or other casualty (occurring without fault of the Sub-Lessee or other persons permitted by the Sub-Lessee to occupy or enter the Premises or any part thereof). Maintenance and repair of interior glass within the Premises is the sole responsibility of the Sub-Lessee and any glass broken during the term of this lease is to be promptly replaced by and at the expense of the Sub-Lessee with glass of the same size, kind and quality, unless caused by the negligent act or omission of the Sub-Lessor or its authorized representatives.

Section 5.2 The Sub-Lessor shall keep the structural integrity of the Premises in good condition and repair during the term of this Sublease. The Sub-Lessor shall commence any repairs affecting or causing serious threats to health and safety no later than three (3) days, and no later than thirty (30) days for other repairs, after written notice by Sub-Lessee. If Sub-Lessor fails to commence repairs in the requisite time period, and thereafter diligently pursue to completion, then Sub-Lessee shall have the right to repair and offset said cost of repairs from the monthly rent or immediately demand monetary reimbursement in legal tender of the United States of America from the Sub-Lessor which shall be paid within five (5) days of said written demand by Sub-Lessee.

Section 5.3 Sub-Lessor's Right of Entry. The Sub-Lessee will allow the Sub-Lessor and the agents of the Sub-Lessor, at reasonable times and upon prior notice, to enter upon the Premises and examine the condition thereof and to make repairs thereto Lessor, its employees, representatives, consultants, inspectors, appraisers, engineers, contractors, experts and agents

reserve the right to enter the Premises, subject to twenty-four (24) hours' advance notice to Sub-Lessee, to ascertain its condition and state of repair; to perform any service required of Sub-Lessor; or for any other reasonable purpose. In the event of an emergency or if Sub-Lessor deems it necessary, entry may be made immediately and without notice to Sub-Lessee.

Section 5.4 Alterations. Sub-Lessee shall not make any alterations, improvements, changes, or modifications to the Premises or install any fixtures in the Premises without Sub-Lessor's written consent, which consent may be withheld in Sub-Lessor's sole and absolute discretion. Sub-Lessor may, upon Sub-Lessee's request, in Sub-Lessor's sole and absolute discretion, determine to make certain improvements, alterations and modifications to the Premises; provided, however, that Sub-Lessee shall reimburse Sub-Lessor for its direct and indirect costs and expenses incurred in making such improvements; and further provided that Sub-Lessor shall not be obligated to make any improvements requested by Sub-Lessee. All reimbursements for such costs and expenses incurred by Sub-Lessor shall be considered a part of the Rent due hereunder.

Section 5.5 Ownership of Improvements. All improvements and fixtures located on the Premises, including those installed by Sub-Lessee, are and will remain the property of Sub-Lessor, except for Sub-Lessee's trade fixtures, which Sub-Lessee may remove at any time.

ARTICLE VI - SUB-LESSEE'S RESPONSIBILITIES, LIABILITY, AND INSURANCE

Section 6.1 Sub-Lessee's Responsibilities. The Sub-Lessee shall be responsible for injury caused by the Sub-Lessee's officers and employees in the course and scope of their employment to the extent that the Sub-Lessee's liability for such damage or injury has been determined by a court or otherwise agreed to by the Sub-Lessee. The Sub-Lessee shall pay for such damage and injury to the extent permitted by law provided that an appropriation is enacted for that purpose.

Section 6.2 Systems. Sub-Lessee shall maintain and operate all services required by Sub-Lessee, including without limitation the plumbing, electrical, air conditioning, and security systems. Sub-Lessee shall obtain Sub-Lessor's written consent prior to installing any service that will be physically attached to the Premises, which consent shall not be unreasonably or arbitrarily withheld or delayed by Sub-Lessor.

Section 6.3 Utilities and Services. Sub-Lessee shall obtain and shall pay for all utilities and services used in connection with the Premises. Sub-Lessee shall contract with the various utility companies and service providers in Sub-Lessee's name, cost and expense. Such utilities and services shall include, without limitation, electricity, gas, refuse collection and recycling, telephone, sewage disposal, water or any other utilities or services or any connections or meters therefor, made, levied or assessed in connection with the Premises, any part thereof or any improvement thereon, or against Sub-Lessor or Sub-Lessee in respect thereof, whether assessed to or payable by Sub-Lessor or Sub-Lessee.

Section 6.4 Operating Expenses. Sub-Lessee shall pay for all operating and maintenance expenses which shall be incurred or be assessed with respect to the Premises, including, without

limitation to the generality of the foregoing, the costs of utilities, janitorial services, air conditioning, trash disposal, maintenance, landscaping, and security.

Section 6.5 Operation of Charter School. Sub-Lessee shall operate a charter school at the Premises consistent with standards promulgated by the State of Hawaii and Hawaii Revised Statutes Chapter 302D. Sub-Lessee acknowledges that Sub-Lessee's operation of a charter school is a material part of the inducement for Sub-Lessor to enter into this Sublease. Sub-Lessor may, upon Sub-Lessee's request, in Sub-Lessor's sole and absolute discretion, undertake to perform certain activities and operations to assist Sub-Lessee with operating a charter school; provided, however, that Sub-Lessee shall reimburse Sub-Lessor for its direct and indirect costs and expenses incurred in such undertakings; and further provided that Sub-Lessor shall not be obligated to undertake to perform any activities or operations requested by Sub-Lessee. All reimbursements for such costs and expenses incurred by Sub-Lessor shall be considered a part of the Rent due hereunder.

Section 6.6 Liability of Sub-Lessor. The Sub-Lessor shall not be liable to the Sub-Lessee for damage to person or property arising for any reason, except that the Sub-Lessor shall be liable to the Sub-Lessee for damage to the Sub-Lessee resulting from the negligent act or omission of the Sub-Lessor or its authorized representatives.

Section 6.7 Insurance. Sub-Lessee, as a sovereignty, is self-insured and therefore insurance, including but not limited to, public liability, property damage, fire, plate glass, and business interruption insurance, is not required.

Section 6.8 Fire Insurance. The Sub-Lessor, either separately or through an association of owners, will carry fire and extended coverage insurance on the Property of which the Premises are a part. The insurance shall cover the structural portion of the building, plus all structural improvements constructed by Sub-Lessee. To the extent that coverage of Sub-Lessee's structural improvements shall increase the insurance premium otherwise payable by Sub-Lessor, Sub-Lessee shall upon demand, reimburse the Lessor for the increased cost. The term "structural improvements as used herein shall not include "trade fixtures."

Section 6.9 Liens. Sub-Lessee shall not suffer the Premises to become subject to any liens or encumbrances resulting from the actions or inactions of Sub-Lessee or its agents or contractors, and to the extent any such liens arise, Sub-Lessee shall cause the same to be removed or bonded over within ten (10) days.

ARTICLE VII - PROPERTY OF SUB-LESSEE

Section 7.1 Property of Sub-Lessee. All personal property of any kind or description whatsoever on the Premises shall be at the Sub-Lessee's sole risk, and the Sub-Lessor shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of the Sub-Lessee arising from any act or neglect of co-tenants or other occupants of the building or of other persons, from bursting, overflowing, or leaking of water, gas, sewer, or steam pipes or from any fixtures, appliances or devices connected to same, or from electric conduit, wires, fixtures, appliances or devices, or from chemicals or bacteria or

odors, or caused in any other manner whatsoever unless caused by the negligent act or omission of Sub-Lessor or its authorized representatives.

ARTICLE VIII - CONDEMNATION

Section 8.1 Condemnation. In the event during the term of this lease or any extensions thereof, the Premises or any part thereof shall be taken or condemned by any authority having the power of eminent domain, then and in such event, this lease shall cease and terminate as of the date Sub-Lessee is required to vacate the Premises, and the rent reserved shall be apportioned and paid up to that date. All compensation and damages payable for or on account of the Premises and common areas and the Property thereof, except for improvements constructed or owned by the Sub-Lessee, shall be payable to and be the sole property of the Sub-Lessor. Sub-Lessee shall be compensated for all improvements constructed or owned by the Sub-Lessee. The Sub-Lessee shall not be entitled to any claim against the Sub-Lessor for condemnation of or indemnity for the leasehold interest of the Sub-Lessee.

Section 8.2 Partial Taking. In case only part of the Premises shall be so taken or condemned, the rent thereafter payable for the unexpired remainder of the term shall be reduced in the same proportion that the area of the Premises so taken or condemned bears to the total area of the Premises hereby demised, PROVIDED, HOWEVER, that either party has the right to terminate this lease at its option in the event of a partial taking of at least 25% of the Premises without further obligation under this lease.

ARTICLE IX - CASUALTY

Section 9.1 Fire. The Sub-Lessee shall in case of fire give immediate notice thereof to the Sub-Lessor, and in case the Premises or the building and other improvements in which the Premises are located are totally or partially destroyed or damaged by fire or other cause as to render the Premises or the building and other improvements in which the Premises are located totally or partially inaccessible or unusable or untenable for a period exceeding one hundred twenty (120) days then this Sublease may be terminated at the option of either party hereto; that if the Premises or the building and other improvements in which the Premises are located are damaged as aforesaid so as to render the Premises or the building and other improvements in which the Premises are located totally or partially inaccessible or unusable or untenable for a period of more than sixty (60) days but not exceeding one hundred twenty (120) days, there shall be an abatement of fifty percent (50%) of the basic rent specified in Section 2.1 hereof during the period the Premises cannot be occupied; that if the Premises cannot be occupied as aforesaid for a period of less than sixty (60) days, there shall be no abatement in rent.

If twenty-five percent (25%) or more of the rentable area of the building of which the Premises form a part cannot be occupied due to fire or other casualty or if the Sub-Lessor is unable to obtain a building permit to repair any portion of the Premises which have been damaged by fire or other casualty or which have been declared unsanitary or unsafe by any governmental agency or authority, then the Sub-Lessor may cancel this Sublease, even though the Premises may not be damaged. Written notice of cancellation shall be given to the Sub-

Lessee within thirty (30) days after such damage or declaration by civil authority and thereafter the Sub-Lessee shall immediately surrender possession.

ARTICLE X - DEFAULT

Section 10.1 Remedies on Sub-Lessee's Default. This Sublease is upon the express condition that, if Sub-Lessee shall fail to pay the Base Rent or any other component of rent herein reserved or any part thereof as the same becomes due, or shall fail to faithfully observe and perform any other term, covenant or condition of this Sublease, or shall abandon the Premises, or shall suffer this Sublease or any estate or interest hereunder to be taken on execution, or shall suffer any mechanic's or materialmen's lien to attach to said Premises, and shall fail to secure the discharge or release thereof within a reasonable time after the entry of any judgment or order of a court of competent jurisdiction for the foreclosure or other endorsement of the lien and the breach or default shall continue for a period of thirty (30) days after delivery of a written notice of any such breach or default by personal service, registered mail or certified mail, then in that event, Sub-Lessor may at once reenter the Premises and, upon or without the entry, at its option, terminate this Sublease without any further service or notice or legal process, and may expel and remove from the Premises, Sub-Lessee and those claiming under it and its effects and Sub-Lessor may store, remove and dispose of any of Sub-Lessee's improvements or personal property at Sub-Lessee's expense, and may then or at any time before or thereafter bring an action for summary possession of said Premises, all without prejudice to any other remedy or right of action which Sub-Lessor may have for arrears of rent or other breach of contract; PROVIDED, HOWEVER, that if the nature of the default, other than nonpayment of rent is such that the same cannot be reasonably cured within a thirty-day period, Sub-Lessee shall not be deemed to be in default if Sub-Lessee shall, within the period, commence a cure and thereafter diligently prosecute the same to completion.

Section 10.2 Non-Waiver. The acceptance of any Rent or monies by Sub-Lessor is not a waiver of any breach by Sub-Lessee. Acceptance of less than the total Rent or monies due from Sub-Lessee or any endorsement or statement on any payment shall not be deemed an accord and satisfaction. No waiver by Sub-Lessor of any provision herein shall be a waiver of any subsequent breach. The history of any dealings between Sub-Lessor and Sub-Lessee or any other tenant shall not be interpreted as a waiver or relinquishment of Sub-Lessor's absolute right to insist on strict compliance with every provision of this Sublease at all times.

ARTICLE XI - SURRENDER, HOLDING OVER

Section 11.1 Surrender of Premises. At the end of the term of this Sublease or other earlier termination of this Sublease, Sub-Lessee will peaceably deliver to Sub-Lessor possession of the Premises together with all improvements thereon by whomsoever made, in good repair, order and condition, reasonable wear and tear and unavoidable casualty excepted.

The Sub-Lessee may, at its option, remove any trade fixtures placed on the Premises by Sub-Lessee which can be reasonably removed from the Premises without causing damage thereto. If the Sub-Lessee fails to remove any personal property or trade fixtures that Sub-Lessee has informed Sub-Lessor will be removed from the Premises, after thirty (30) days written notice

by Sub-Lessor, the Sub-Lessor may remove such trade fixtures and personal property from the Premises and either deem them abandoned and dispose of them or place them in storage at the cost and expense of Sub-Lessee, and the Sub-Lessee does agree to pay all costs and expenses for disposal, removal, or storage of the trade fixtures and personal property.

The Sub-Lessee will allow the Sub-Lessor during the last month of the term hereof to affix to or keep on the Premises "For Rent" notice, and will allow the Sub-Lessor to show the Premises during business hours to prospective Sub-Lessees upon advance notice.

Section 11.2 Holding Over. Nothing herein contained shall be deemed to permit Sub-Lessee to retain possession of the Premises after the expiration or sooner termination of the term of this Sublease. If Sub-Lessee holds over in possession after the expiration or termination of the term of this Sublease, such holding over shall not be deemed to extend the term or renew this Sublease. Sub-Lessee hereby waives the benefit of any law or statute in effect in the state where the Premises are located which would contravene or limit the provisions set forth in this Section 11.2. This provision shall survive the expiration or earlier termination of this Sublease.

ARTICLE XII - NOTICE

Section 12.1 Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

To the Sub-Lessor at: 98-084 Kamehameha Hwy., Ste. 301A, Aiea, Hawaii 96701

To the Sub-Lessee at: 1403A California Avenue, Wahiawa, Hawaii 96786

Section 12.2 Sub-Lessee Notice Requirements. Sub-Lessee shall provide Sub-Lessor with prompt written notice of the following:

- a. any special assessments or charges which have been levied against the Premises.
- b. any violation or notice from any federal, state or local governmental authority regarding possible violation of any laws, codes, rules, regulations, ordinances or restrictions relating to the Premises or its construction, use or operation (including without limitation the Americans with Disabilities Act and other requirements relating to access for the disabled, fire and safety codes, zoning, health, sanitation, city planning and environmental laws).

- c. any investigations, suits, actions, administrative or arbitration proceedings pending or threatened, whether involving a governmental authority or a private party, to which Sub-Lessee is a party or affecting the Premises.
- d. any order, writ, injunction or decree of any court, government or governmental agency or any arbitration award affecting Sub-Lessee or the Premises.
- e. any pending or threatened litigation, condemnation, eminent domain, environmental, or zoning or other land use regulation or other administrative proceedings, which could detrimentally affect in a material manner the use or operation of the Premises.

ARTICLE XIII - SUBORDINATION, ESTOPPEL, ATTORNMENT

Section 13.1 Sublease Subordinate to Mortgages. This Sublease shall be subject and subordinate to the lien of any mortgage in any amount or amounts whatsoever now existing or hereafter placed on the land and buildings of which the Premises form a part without the necessity of any other instrument or act on the part of the Sub-Lessee to effectuate the subordination, provided the mortgagee named in any mortgage shall agree that in the event of foreclosure it will not join the Sub-Lessee as a party defendant in the foreclosure action and will not take any action to terminate this lease so long as the Sub-Lessee is not in default hereunder. The Sub-Lessee covenants and agrees to execute and deliver upon demand a further instrument or instruments evidencing the subordination of this lease to the lien of any mortgage or mortgages as may be required by the Sub-Lessor.

Section 13.2 [RESERVED].

Section 13.3 Attornment. Sub-Lessee agrees to attorn to the assignee, transferee, or purchaser of Sub-Lessor's interest from and after the date of notice to Sub-Lessee of any assignment, transfer or sale, in the same manner and with the same force and effect as though this lease were made, in the first instance, by and between Sub-Lessee and the assignee, transferee or purchaser. If any proceedings are instituted for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Sub-Lessor covering the Property, Sub-Lessee shall, upon Sub-Lessor's request, attorn to the purchaser upon any foreclosure or sale and recognize the purchaser as the Sub-Lessor under this lease. Sub-Lessee's attornment is contingent on compliance by the assignee, transferee, or purchaser with section 14.12.

Section 13.4 Transfer Documents. In the event of any such sale, assignment, mortgage, transfer or hypothecation, Sub-Lessee will promptly execute any and all documents, including but not limited to consents and true and accurate estoppel certificates, as may be deemed necessary to the transaction by the Sub-Lessor. Further, in the event that for any business purpose of Sub-Lessor it shall be necessary for Sub-Lessor that Sub-Lessee execute documents, including but not limited to consents and estoppel certificates, Sub-Lessee agrees to execute any

and all of said documents, provided only that the documents accurately and truthfully reflect the matters contained therein.

The Sub-Lessee shall upon and after written notice, received as designated in Section 12.1, act upon the requested document. The Sub-Lessee shall respond within the time period of ten (10) business days or such additional time period the Sub-Lessee may request.

ARTICLE XIV - GENERAL

Section 14.1 Time is of the Essence. Time is of the essence in all provisions of this Sublease.

Section 14.2 Hawaii Law; Venue; Jurisdiction. This Sublease shall be construed, interpreted, and governed by the laws of the State of Hawaii. The venue for any judicial action with respect to this Sublease shall be in the county or city and county in which the Property is situated. All parties to this agreement shall submit to the jurisdiction of the State Courts of the State of Hawaii for all purposes relating to this lease.

Section 14.3 Exhibits - Incorporation in Lease. All exhibits referred to are attached to this lease and hereby are deemed incorporated by reference.

EXHIBIT "A" Lease
EXHIBIT "B" Floor Plan
EXHIBIT "C" Asbestos Survey/Equivalent Disclosure to follow

Section 14.4 Singular and Plural. When required by the context of this lease, the singular shall include the plural.

Section 14.5 Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe or limit the scope or intent of any provision of this lease.

Section 14.6 Successors and Assigns. The term "Sub-Lessor" as used herein shall include the Sub-Lessor, its successors and assigns, and the term "Sub-Lessee" as used herein shall include the Sub-Lessee and its successors and assigns.

Section 14.7 Partial Invalidity. If any term, provision, covenant or condition of this lease should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. Sub-Lessor and Sub-Lessee agree that neither shall be construed as the drafter of this Sublease.

Section 14.8 [RESERVED].

Section 14.9 Americans with Disabilities Act (ADA) Compliance. The Sub-Lessee shall comply with the mandates of the Americans with Disabilities Act of 1990, any amendments

thereto, and the regulations promulgated thereunder, on all new construction and alterations of nonresidential facilities, including the Premises herein. All new construction and alterations must be made "readily accessible to and usable by" disabled individuals. The Sub-Lessee shall obtain approval from the Disability and Communication Access Board of the plans for the construction or alteration of any public buildings, facilities, and sites in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) as required by HRS section 103-50. The Sub-Lessee shall be responsible to pay any fees charged by the Disability and Communication Access Board for review of the plans, including, but not limited to review of the plans for Sub-Lessee's interior improvements.

Disabled individuals must be able to approach, enter and use the leased premises easily and conveniently. Access must be provided to primary entrances, parking areas, routes to and from the building, bathrooms and water fountains, and other goods, services and programs of the leased premises. The Sub-Lessor shall not be required to provide physical access to a historic property if doing so would threaten or destroy its historic features. Sub-Lessee further agrees that, if it is determined that the building, including all common areas, does not comply with the ADA, or meet minimum level of accessibility (Minimum Access), or both, the Sub-Lessee shall be solely liable for such failure and Sub-Lessee shall take all necessary actions, including remodeling, to bring the building or premises (if Sub-Lessee providing turnkey improvements) into compliance. Minimum Access means:

- (a) At least one accessible entrance complying with Americans with Disabilities Act Accessibility Guidelines (ADAAG) 4.14. Such entrance shall be an entrance used by the general public (i.e., not a service or freight entrance).
- (b) At least one accessible route complying with ADAAG 4.14 to the Premises where Sub-Lessee's functions are conducted.
- (c) If toilet facilities are provided:
 - 1. One (1) toilet facility for each sex in the building; or
 - 2. One (1) unisex toilet. However, if alterations are being done as a condition of the Sub-Lessee's occupancy, a unisex toilet is acceptable only if alterations to existing toilet facilities for each sex are technically infeasible as defined in ADAAG 4.1.6(1)(j);
 - 3. The Sub-Lessee will choose the option which provides greater access. Said toilet facilities shall conform with ADAAG 4.22, 4.23, and 4.1.6 (3) (e).
- (d) Accessible parking complying with ADAAG 4.1.2 (5) [(a)-(e)], 4.1.3 (8) (b) (i), 4.1.6 (1) (b), and 4.6 if customer or employee parking is provided and included in the lease.

The Sub-Lessee shall ensure that its programs and services in the leased Premises are "program accessible." This means that each service, program and activity is readily accessible to and usable by disabled individuals. See also, Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended.

Section 14.10 [RESERVED].

Section 14.11 Days. Days shall mean calendar days unless otherwise specified.

Section 14.12 Tax Clearances. Final payment under this Sublease shall be withheld pending receipt of tax clearances for Sub-Lessor from the State of Hawaii Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) as required by Hawaii Revised Statutes section 103-53. If Sub-Lessor assigns this Sublease, the assignee shall be required to provide tax clearances from DOTAX and the IRS. Sub-Lessor agrees to register with Hawaii Compliance Express and receive certification of vendor compliance to fulfill the requirements of this section.

Section 14.13 Notarized Signatures. Sub-Lessor's notarized signature(s) is attached and made a part of this document.

Section 14.14 Entire Agreement; Modification; Executed in Counterparts. This Sublease contains all the agreements of the parties and cannot be amended or modified except by a written agreement. This Sublease may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All of such counterparts together shall constitute one and the same lease, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Sublease, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. The submission of a signature page by facsimile or electronic (*e.g.*, PDF) transmission shall be deemed for all purposes to be an original, executed counterpart hereof.

Section 14.15 Sub-Lessor's Remedies. Sub-Lessor's remedies hereunder are cumulative and do not preclude any other remedy in law or equity. If Sub-Lessee defaults, Sub-Lessor may immediately terminate this Sublease and re-enter the Premises, using all necessary force to replace all locks and to remove all persons and property from the Premises, all without liability to Sub-Lessor for or by reason of such entry or taking of possession, whether for the restoration of damage to property caused by such taking or otherwise. Upon re-entry, Sub-Lessor may take possession, repair and re-let the Premises or terminate this Sublease at its sole discretion.

Section 14.16 [RESERVED].

Section 14.17 [RESERVED].

Section 14.18 [RESERVED].

Section 14.19 [RESERVED].

Section 14.20 [RESERVED].

Section 14.21 Force Majeure. Except for monetary obligations, if either Sub-Lessor or Sub-Lessee is hindered from performing under this Sublease by reason of strikes, lockouts, labor troubles, inability to procure materials, power failures, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a similar nature not the fault of the party delayed in its performance, then their performance shall be excused for said period of such delay; provided that no monetary obligations shall be excused as a result of force majeure events.


Section 14.22 No Recordation. Neither this Sublease nor a memorandum thereof shall not be recorded in the Bureau.

Section 14.23 Compliance with Lease. This Sublease is subject in all respects to the Lease. Sub-Lessee hereby covenants and agrees to comply with the all of the terms, conditions, and requirements applicable to the "Tenant" under the Lease.

[SIGNATURES ON THE FOLLOWING PAGE]

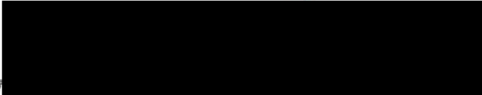
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day, month, and year first above written.

KAMALANI ACADEMY FOUNDATION

By: 
Print Name: R. Kalani Frenda
Its: Board Chair
Date: June 13, 2017

SUB-LESSOR

KAMALANI ACADEMY

By: 
Print Name: Uku'upo Laumatia
Its: Board Chair
Date: June 2, 2017

SUB-LESSEE

APPROVED AS TO LEGALITY, FORM,
EXCEPTIONS, AND RESERVATIONS:



GREGG M. USTUNOFF
Deputy Attorney General
Date: MAY 31, 2017

Aloha,

I am writing to you regarding the charter renewal for Kamalani Academy. I am aware of the struggles that the school is facing but in my honest opinion, it will truly be unjust to the students, amazing teachers, and administrators that have dedicated themselves to provide the best educations. Kamalani Academy is a school that makes you feel welcome and be part of its Ohana with open arms. My children have made many friends at this school, and they can truly connect with their teachers. I have two kids currently attending this school. My oldest has been with Kamalani since the third grade and my youngest started kindergarten this school year. From my previous negative experiences with a different elementary school in the area, I decided to pull my oldest from that school and enroll her in Kamalani because my neighbor had her two kids attending the school and I had heard very positive things about its curriculum and the staff. I enrolled my youngest because of how much we love this school and knowing she will be receiving a great education. I believe that the charter should be renewed and the school to remain open because this is the only school that truly cares about its students, teachers, and staff. My kids have never experienced any bullying, and the school has never made them feel like they are not safe to be there. As a military family, we move every three to four years and our children must start brand new schools each time and adjust to change. This by far must be the only school that my kids feel at ease and happy to attend. My youngest comes home from school everyday telling how much she loves her Kumu and how she wishes to be like her when she grows up. For a kindergartener who just started at this school to speak highly of her Kumu, should indicate how truly amazing the staff is. As many military families move to Oahu, each parent asks what school is best for their kids to attend, my answer will always be Kamalani Academy. I will continue to fight for this school even after the military moves us again. The students and teachers should not be punished for the mistakes that the previous administration made nor should be closed due to some board members not willing to save this school solely because they are in quote "tired of dealing with Kamalani issues", "they have other businesses to run or have personal lives".

Sincerely,

Alma Marks



Letter of Recommendation

Department of Education
Charter School Renewal
RE: Kamalani Academy Charter School
1403 California Avenue
Wahiawā, Hawaii 96786

To whom it may concern,

Please accept my letter of recommendation on behalf of Kamalani Academy Charter School. My relationship with Kamalani Academy began in 2018 when I worked as a Community Builder for Lili'uokalani Trust. The Trust approached the academy to request a partnership to fulfill a need for afterschool activities for the middle school demographic. I facilitated an afterschool program called Pilimai for grades 6th - 8th for a couple of years until I left the Trust in 2019. It was during this time I learned how important and effective the approach to utilizing art and creativity was to reach children who learned differently from the western approach of teaching academics.

For example, on my first day of the program, I was sharing who Queen Lili'uokalani was. I noticed a student who wasn't looking at me, but instead drawing on his white board table. The teacher in me wanted to scold him for not paying "attention", but I held back and remembered that this school's focus is art and creativity. So, I chose not to scold him and continued my lesson. When I was done, I then walked to him and asked what he was doing. To my surprise, he drew a portrait of Queen Lili'uokalani on his desk! It was from this moment I realized how unique and special Kamalani Academy is. There are many learning styles.

Kamalani Academy provides an effective pathway to address the diversity of the learning process.

After leaving the Trust, I continued my relationship with Kamalani Academy by becoming a partner with them through my non-profit organization called Nā Mea Kūpono Learning Center. We are a wet land taro farm focused on utilizing the wet land as a living classroom. We've had the pleasure of being a field trip destination for the entire school for many years. We share cultural protocol, mālama 'āina, mele, arts and crafts through the foundation of Hawaiian culture.

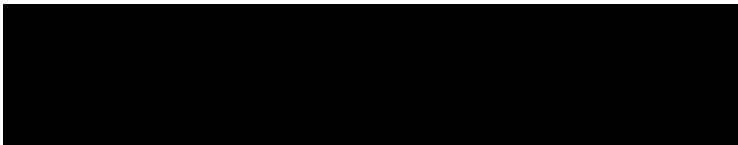
It is with my utmost pleasure to highly recommend the continuing of Kamalani Academy's Charter status. This school has provided an alternative learning opportunity for Hawai'i's children who need the type of educational approach the school offers.

Thank you for your time!

Sincerely,

Felicita I. Garrido

Co-Founder/Secretary



December 18, 2024

Dear Hawaii State Public Charter School Commission,

I am writing on behalf of my family, to fully support the renewal of Kamalani Academy.

I am a mother of 5 elementary kids, 4 of whom currently are enrolled in Kamalani. We heard about the school last year through a neighbor whose children were also enrolled. The other family was so enthusiastic and supportive of the school, that I took note. (I was currently homeschooling my kids).

In January of this year, after a tour and much deliberation (it's 1/2 drive one way for us!), we decided to enroll our kids in Kamalani. I have not regretted that decision for one minute. I have a degree in Management and Leadership with a minor in education, so I understand the enormity of running a school, management, and leadership. The teachers and staff at Kamalani have been beyond exceptional.

Through the ups and downs of learning that children experience through their childhood, their needs are ever changing and vast. We have overcome various obstacles my children have faced in the past 2 years, always with full support, communication and care from the staff at Kamalani Academy.

I 100% fully support the continuance of this amazing academy and vision for the children in this area.

Thank you for your time and considering the needs of our children above all else.

Sincerely,
Elicia Olson
Kamalani Academy Parent



Noelani DeVincent



December 16, 2024

Hawaii State Public Charter School Commission
1164 Bishop Street, Suite 1100
Honolulu, HI. 96813

Subject: Letter of Support for Kamalani Academy's Charter Renewal

Dear Members of the Hawaii State Public Charter School Commission,

Aloha, my name is Noelani DeVincent, and I am the Kumu Hula of Nā Papa Hula o Noelani located in Wahiawā and also a 4th generation Wahiawā resident. I have been teaching hula in our community for the past 23 years. I am writing this letter to express my full support for Kamalani Academy's charter renewal for the 2025-2026 school year and beyond.

Kamalani Academy is more than just a school; it is a pillar of education and cultural enrichment for our community. As the only charter school in Central O'ahu, it serves as a vital resource for families in the Wahiawā area. Through its dedication to both academics and community engagement, Kamalani Academy has proven its commitment to nurturing future generations with a strong sense of identity, responsibility, and connection to their surroundings.

I am also involved with the Hawaiian Civic Club of Wahiawā, who are the caretakers of our Wahi Kapu, Kūkaniloko. The students of Kamalani Academy have been active participants in our Wahiawā community, and I have personally witnessed their positive impact. On multiple occasions, the students have visited Kūkaniloko to learn about its rich history and cultural significance. They have come with open hearts and willing hands, assisting in watering the native plants and contributing to the stewardship of this sacred space. Their visits are not merely field trips; they are meaningful learning experiences that connect these keiki to the 'āina and instill in them a deep respect for their cultural heritage.

I have personally seen firsthand how essential it is to foster connections for our youth especially within our own community. Kamalani Academy is one of the few schools that actively prioritizes community involvement and cultural education. Their efforts to honor and preserve the history of Wahiawā are a testament to their mission of empowering students to become responsible, knowledgeable, and compassionate individuals.

The continued existence of Kamalani Academy is not just about maintaining another school; it is about preserving opportunities for our children to thrive academically and culturally. It is about ensuring that Central O'ahu's families have access to an educational institution that values

community engagement, cultural learning, and hands-on experiences that prepare students for the future while grounding them in the richness of their past.

I humbly ask you to recognize the value of Kamalani Academy to Wahiawā, Central O‘ahu, and beyond. Please approve their charter renewal so they may continue to uplift our keiki and community for years to come.

Mahalo nui loa for your time and consideration.

With deep respect and aloha,

Noelani DeVincent

Kumu Hula, Nā Papa Hula o Noelani