

ADDENDUM TO CONTRACT

FOR THE STATE PUBLIC CHARTER SCHOOL EARLY LEARNING PROGRAM IN CHARTER SCHOOLS

I. PURPOSE

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into by and between the following State of Hawai‘i entities: Hawai‘i State Public Charter School Commission (hereafter referred to as the “COMMISSION”), whose mailing address is 1164 Bishop St., Suite 1100, Honolulu, Hawai‘i 96813 and the Kamaile Academy Public Charter School (hereafter referred to as “KAMAILE” or “the SCHOOL”), whose mailing address is 85-180 Ala Akau Street, Wai‘anae, Hawai‘i 96792. The COMMISSION and KAMAILE are collectively referred to as the “Parties.” The purpose of the MOA is to effectuate Act 46, Section 3 (amendment of HRS Chapter 302D with three new sections identified as HRS §§ 302D-A, 302D-B and 302D-C), Regular Session of 2020, and establish a framework of collaboration, as well as articulate specific roles and responsibilities agreed upon by the Parties in support of the State in its implementation of the State Public Charter School Commission Early Learning Program in the charter schools. Each agreement regarding the State Public Charter School Commission Early Learning Program between the COMMISSION and KAMAILE shall be documented using a contract between the COMMISSION and KAMAILE.

By execution of this MOA, the parties hereto are terminating the prior Memorandum of Agreement entitled “Contract for EOEL Prekindergarten Program in Charter Schools” executed by the parties on February 7, 2020 by the Commission and KAMAILE.

II. RECITALS

The State Public Charter School Commission Early Learning Program, statutorily established by Act 046, Regular Session 2020, increases opportunities for more families to participate in the early childhood system by expanding access to high-quality early learning that addresses children’s physical, cognitive, linguistic, social, and emotional development. The program requires the use of high-quality standards that are linked to children’s educational outcomes and prepares children for school and active participation in society through the use of either of the State’s two official languages.

For the purposes of the State Public Charter School Commission Early Learning Program in the charter schools, KAMAILE shall enroll three- and four-year-old student as determined eligible by State law. KAMAILE Administrators shall hire prekindergarten Teachers and

Educational Assistants (“Teaching Staff”) who meet the established minimum qualifications. The KAMAILE Administrators and Teaching Staff are provided with continual professional learning opportunities in early childhood education, including coaching and mentoring support, by the COMMISSION. The early learning classrooms must be designed to support learning experiences in all domains of development and learning using a comprehensive holistic approach that incorporates social emotional, physical, language, cognitive, literacy, mathematics, science and technology, social studies, arts, family engagement, and health and well-being learning objectives through hands-on learning approaches. Curriculum, instruction, and assessment are designed and implemented to guide, facilitate, and promote meaningful, inquiry-based learning. KAMAILE shall provide reports with information as required by the COMMISSION. KAMAILE shall contribute to the development of system-wide change by making teaching, classrooms, and school environments responsive to how young children learn best while aligning preschool through third grade program practices.

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

III. TERMS

A. SCHOOL RESPONSIBILITIES

KAMAILE shall be accountable for:

- (1) Annual Progress. Making annual progress toward the implementation of a high-quality early learning program, which aligns preschool through third grade based on child development and early childhood education research, including developmentally appropriate practices, within the school and community;
- (2) Academic School Year. Operating the State Public Charter School Commission

Early Learning Program in the charter school based on the SCHOOL's academic year schedule, aligned with the full-day kindergarten classroom hours and schedule of each SCHOOL (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020);

- (3) No Cost. Offering the State Public Charter School Commission Early Learning Program in the charter school at no cost to families;
- (4) Eligibility Verification. Ensuring that all families submit verification of child's age;
- (5) Enrollment. Enrolling in the prekindergarten class a maximum of twenty (20) children (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020) who are three- or four-years old on or before July 31 of the school year, as aligned with the DOE kindergarten age entry requirements. (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020). Enrollment shall be voluntary (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020).

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

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

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

education services to children.

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

- (7) Funding Requirements. Adhering to specifications set by the COMMISSION for funding provided to KAMAILE for the purposes of the State Public Charter School Commission Early Learning Program in the charter schools. Funding shall not supplant funding provided to the SCHOOL pursuant to HRS §302D-28;
- (8) Curriculum, Instruction, Assessment, and Professional Learning. KAMAILE shall adhere to the standards for curriculum design and implementation, instructional and assessment practices, and professional learning support as determined by the Commission. The Commission shall work with KAMAILE in the areas of curriculum, instruction, assessment, and professional learning support as provided in this MOA;
- (9) Health and Safety Standards. Adhering to health and safety standards for a preschool classroom that are aligned with Department of Human Services group child care licensing standards;
- (10) Staffing Requirements and Qualifications. KAMAILE shall hire one (1) full-time prekindergarten Teacher and one (1) full-time prekindergarten Educational Assistant for each prekindergarten classroom. Teacher(s) and Educational Assistant(s) shall meet the following qualifications for the positions in which they are hired:
 - a. Teachers. Meet licensing requirements for public school teachers pursuant to HRS §302A-805 and Hawai'i Administrative Rules 8-54-1.1, and meet Hawai'i Teacher Standards Board (HTSB) licensing requirements for a prekindergarten teacher which include coursework in early childhood education, or is enrolled in a State-approved teacher education program and working toward satisfying the HTSB licensing requirements (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020);
 - b. Educational Assistants. Have a current Child Development Associate (CDA) Credential™, coursework for a certificate that meets the requirements for CDA Credential™ preparation, or is enrolled in and working toward completing a

- program that prepares the individual to obtain the CDA Credential™ (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020);
- c. KAMAILE shall provide this information to the COMMISSION with identifiable information relating to the license and credentials of the Teaching Staff;
- (11) Background Checks. Ensuring that employees undergo criminal history record checks pursuant to HRS§302D-33 before working with children;
- (12) Teaching Staff Requirements on Campus.
- a. Ensuring that the Teaching Staff hired provide direct services solely to children enrolled in the State Public Charter School Commission Early Learning Program in the charter schools, and shall be provided time for co-planning and team meetings regarding child learning, instructional practices, and other aspects of the SCHOOL's implementation of the State Public Charter School Commission Early Learning Program in the charter schools (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020); and
 - b. Including Teaching Staff in SCHOOL meetings and activities to promote alignment between all grade levels, programs, and settings (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020);
- (13) Professional Learning, and Coaching and Mentoring. Participating in all professional learning sessions or relevant meetings, including as follows:
- a. Teachers and designated Administrators shall attend two (2) joint professional learning sessions throughout the school year that are delivered by the COMMISSION;
 - b. Teachers shall attend additional professional learning sessions as required by the COMMISSION throughout the school year that are delivered by the COMMISSION's Early Learning coaches and all individuals who directly oversee the coaches;
 - c. Designated Administrators shall attend additional professional learning sessions throughout the school year that are delivered by the COMMISSION;
 - d. Teaching Staff shall participate in ongoing coaching and mentoring sessions throughout the school year with the COMMISSION's Early Learning Instructional Coaches;
 - e. Teaching Staff and Administrators may also attend other relevant professional learning sessions and meetings that are delivered or sponsored by the COMMISSION; provided that KAMAILE has funding available to cover the

associated costs, including substitute teachers and neighbor island travel.
COMMISSION staff may also attend these sessions; and

- f. If a SCHOOL wishes to include other SCHOOL staff in these professional learning sessions and meetings to promote P-3 alignment between grade levels, programs, and settings (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020), KAMAILE shall use its own funds to cover the associated costs; provided the COMMISSION gives approval for sessions and meetings;

(14) KAMAILE Early Learning Classroom Obligations.

- a. Implement Developmentally Appropriate Program. Ensuring the implementation of a developmentally appropriate program aligned with the Hawai'i Early Learning and Development Standards (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020) with a learning environment that is psychologically and physically safe, is interactive and language-rich, embeds inquiry-based approaches, and promotes higher-order thinking skills;
- b. Utilize Child-centered Curriculum. Utilizing child-centered curriculum planning that uses: 1) evidence-based knowledge from curriculum areas (including social-emotional learning) and maintains the intellectual integrity from the specific curriculum areas, 2) conceptual organizers that make content meaningful and accessible for the children in the program, 3) child development knowledge, and 4) research-based development and learning curricula;
- c. Formative Assessment Practices. Using individual child assessments that are used for ongoing instructional planning relating to all areas of childhood development and learning, including cognitive, linguistic, social, and emotional approaches to learning and health and physical development (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020), with the classroom assessment tool approved by the COMMISSION to report on children's development/progress over three reporting periods, based on the schedule required by the COMMISSION. The teaching staff shall use the results of each formative assessment checkpoint period to develop a report that shall be used for the purposes of parent-teacher conferences;
- d. Observations of Teacher-Child Interactions. Ensuring that staff participate in observations conducted using a tool to measure effective teacher-child interactions (Act 46, Section 3 (amendment of HRS Chapter 302D per new

- section identified as HRS § 302D-C), Regular Session of 2020) conducted by a certified observer who is employed, designated and/or contracted by the COMMISSION at least two times per school year – once in Fall, and once in the Spring – and that staff use the feedback provided to improve teacher-child interactions. Observations shall not be used for the purposes of teacher evaluation (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020);
- e. Observations of the Early Childhood Learning Environment. Ensuring that staff participate in observations using a tool to measure the effectiveness of the early learning environment conducted by a certified observer who is employed, designated and/or contracted by the COMMISSION at least two times per school year – once in the Fall, and once in the Spring – and that staff use the feedback provided to improve the quality of the learning environment. Observations shall not be used for the purposes of teacher evaluation;
 - f. Communication with Families. In partnership with the COMMISSION, implementing culturally and linguistically responsive outreach and communication efforts to enroll isolated or hard-to-reach families and engage families in their children's education (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020). Families shall have the opportunity to contribute to the progress of their child's learning through parent-teacher conferences which shall be held following each checkpoint period and other ongoing communication opportunities;
- (15) Early Learning System. Working in partnership with the COMMISSION, KAMAILE shall promote the development of a cohesive, comprehensive, and sustainable P-3 early learning system, to the extent possible, by:
- a. Collaborating with early childhood development and learning providers in the community to promote alignment between prekindergarten and elementary programs and to support children and their families in making successful transitions from prekindergarten into kindergarten, including with:
 - i. Center-based program providers;
 - ii. Family child care providers;
 - iii. Family-child interaction learning program providers; and/or
 - iv. Home-based instruction program providers; and
 - b. Collaborating with early intervention programs (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020);

- (16) Surveys and Evaluations. Participating, as requested, in an annual survey as well as evaluations conducted by the COMMISSION. KAMAILE shall share the results of the surveys and evaluations with the COMMISSION and work with the COMMISSION to evaluate services provided and make any improvements to implementation of the State Public State Public Charter School Commission Early Learning Program in the charter schools based on these results (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020);
- (17) Data and Reporting. Providing data and reports to the COMMISSION related to the following in a timely manner and in the format specified by the COMMISSION (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020):
- a. Assessments conducted using a classroom assessment tool. Reporting shall be completed for each child enrolled based on checkpoint due dates established by the COMMISSION;
 - b. Observations conducted using a tool to measure effective teacher-child interactions at least two times per school year – September-November, and March-May; The annual report to the Legislature regarding State-funded prekindergarten programs as required by Act 046, Regular Session of 2020;
 - d. A written plan for the next three years to promote, within KAMAILE and community, alignment of and transitions between grade levels, programs, and settings from prekindergarten through the third grade to ensure developmentally appropriate learning experiences as defined by the field of early childhood. This plan shall be submitted by the end of the first school year that the State Public Charter School Commission Early Learning Program is offered in the SCHOOL. An updated plan and annual report shall be submitted by the end of each subsequent school year on progress made toward this plan. The plan shall be jointly developed with the COMMISSION (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020);
 - e. For evaluating the efficacy of and making any improvements to the State Public Charter School Commission Early Learning Program in the charter schools; All reports shall be reviewed by KAMAILE and the COMMISSION for accuracy and completeness; and
- (18) Funding. The COMMISSION shall provide funding to KAMAILE as appropriated by the Legislature for the purpose of implementing the State Public Charter School Commission Early Learning Program classroom. These funds shall be

provided to KAMAILE for:

- a. Personnel costs equivalent to one (1) full-time prekindergarten Teacher and one (1) full-time prekindergarten Educational Assistant for each classroom; and
 - b. Operations and maintenance costs, which shall include:
 - Administrative costs and the costs of items, materials, and equipment to implement a high-quality early learning experience in the State Public Charter School Commission Early Learning Program in the charter schools;
 - Unless otherwise specified in Section III.A.13, the costs of substitute teachers and neighbor island travel for Teaching Staff and designated Administrators to attend professional learning sessions or relevant meetings that are delivered by the COMMISSION (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020), and approved by the SCHOOL Administrator; and
 - Leasing and/or rental of facilities associated with implementation of the State Public Charter School Commission Early Learning Program in the SCHOOL. Costs, relating to the maintenance of such facilities, that are of \$30,000 and higher shall be subject to approval by the COMMISSION;
- (19) Recordkeeping. Maintaining accurate recordkeeping of all purchases where State Public Charter School Commission Early Learning Program funds are utilized. KAMAILE shall send all fiscal reports to the COMMISSION as requested by the COMMISSION; and
- (20) Termination of School Participation in Program. In the event that KAMAILE is not able to comply and fulfill the responsibilities and requirements of its contract or any renewal term with the COMMISSION relevant to its participation in the State Public Charter School Commission Early Learning Program, or if KAMAILE decides to terminate that contract or any renewal term, KAMAILE shall inform the COMMISSION in writing. Upon termination of the contract, KAMAILE shall collect and return to the COMMISSION any unspent funds allocated to the SCHOOL, and any items purchased using State Public Charter School Commission Early Learning Program funds shall be returned to the COMMISSION.

B. COMMISSION RESPONSIBILITIES - OTHER

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

(1) Personnel.

At a minimum:

- c. Hire Early Learning Instructional Coaches to provide direct and adequate support to KAMAILE in their implementation of the State Public Charter School Commission Early Learning Program in the charter schools;
- d. Hire an individual to directly oversee the Early Learning Instructional Coaches. This individual shall have at least the same qualifications as those of an Early Learning Instructional Coach;

(2) Other Support. In addition to the forms of support required by this MOA, the COMMISSION shall provide other program planning and implementation support to KAMAILE necessary to incorporate the high-quality standards developed pursuant to Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020;

(3) Monitoring and Review. Monitor the SCHOOL'S implementation of the State Public Charter School Commission Early Learning Program. In addition to meetings between the MOA Administrators as needed, the COMMISSION shall meet at least biannually with KAMAILE to discuss implementation of the State Public Charter School Commission Early Learning Program at the SCHOOL, and plan for any improvements;

(4) Feedback. Use Teaching Staff and Administrator feedback on quality of professional learning to improve delivery and support to the SCHOOL;

(5) Funding. Allocate funding to KAMAILE as provided for by Act 046, Regular Session of 2020, for the purposes of the State Public Charter School Commission Early Learning Program. The COMMISSION shall reimburse the SCHOOL for all budgeted allowable costs and expenses incurred by the SCHOOL's participation in the State Public Charter School Commission Early Learning Program contingent upon the availability of funding;

Any items purchased using State Public Charter School Commission Early Learning Program funds shall be inventoried by the SCHOOL and considered to be the property of the COMMISSION;

The SCHOOL shall reimburse the COMMISSION for costs associated with the use of the classroom assessment tool required by the COMMISSION to report on children's development/progress. This obligation shall survive termination or expiration of this MOA;

(6) Remaining Funds. All funds allocated to the SCHOOL pursuant to Act 046, Regular Session of 2020, for the purposes of the State Public Charter School

Commission Early Learning Program, that are unencumbered by June 30 of each school year shall be returned to the COMMISSION. This obligation shall survive termination or expiration of this MOA;

- (7) Budget and Expenditure Reports. KAMAILE shall submit a budget breakdown of the total funding provided to the COMMISSION for the purposes of implementing the State Public Charter School Commission Early Learning Program in the charter schools within 30 days of the start of the school year. KAMAILE shall submit an expenditure report for each classroom at the close of each month. These obligations shall survive termination or expiration of this MOA. The COMMISSION may work with KAMAILE to evaluate services provided and make any improvements to implementation of the State Public Charter School Commission Early Learning Program in the charter schools based on these reports (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020); and
- (8) Termination of School Participation in Program. In the event that KAMAILE is not able to comply and fulfill the responsibilities and requirements of its contract or any renewal term with the COMMISSION relevant to its participation in the State Public Charter School Commission Early Learning Program, or if KAMAILE decides to terminate this contract or any renewal term, KAMAILE shall inform the COMMISSION in writing. Upon termination of the contract, KAMAILE shall collect and return to the COMMISSION any unspent funds allocated to the SCHOOL, and any items purchased using State Charter School Commission Public Early Learning Program funds shall be returned to the COMMISSION.

C. JOINT RESPONSIBILITIES

The Parties agree to the following terms:

- (1) Coordination. The COMMISSION and KAMAILE shall coordinate in the areas of cross-sector and comprehensive service efforts, professional learning, and workforce and leadership development;
- (2) Program Evaluation. The COMMISSION shall work with KAMAILE to evaluate services provided and make any improvements to implementation of the State Public Charter School Commission Early Learning Program in the charter schools based on these reports (Act 46, Section 3 (amendment of HRS Chapter 302D per new section identified as HRS § 302D-C), Regular Session of 2020).
- (3) Contact Persons. The COMMISSION and KAMAILE shall each appoint a key

contact person ("Contact Person"), as indicated in Section IV.N of this MOA, who shall be an administrator or individual who has decision-making authority;

(4) Non-compliance with MOA.

- a. If the COMMISSION determines that KAMAILE is not complying with the terms of this MOA, the COMMISSION shall notify KAMAILE in writing of its deficiencies;
- b. KAMAILE shall respond within thirty (30) days of receipt of the written notification and submit a plan of action in writing; and
- c. KAMAILE shall have ninety (90) days to rectify the deficiencies.

IV. GENERAL TERMS

A. DURATION

This MOA shall be effective on the date of the last signature affixed hereto, and terminates on June 30, 2021, unless the MOA is extended pursuant to Section IV.B of the MOA.

B. MOA RENEWAL

This MOA may be extended for not more than one state fiscal year (July 1 – June 30) provided that funding is available,

- (1) Upon mutual written agreement of the parties;
- (2) Prior to expiration; and
- (3) Under the same terms and conditions of the original agreement or as negotiated between KAMAILE and the COMMISSION.

C. PERFORMANCE PERIOD

KAMAILE shall fulfill its responsibilities and obligations pursuant to the MOA within the time limits specified in Section IV.A and IV.B of this MOA, which are the maximum timeframes allowed.

D. DISPUTE RESOLUTION

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

E. MOA TERMINATION

Upon termination of this MOA or any renewal term by either KAMAILE or the COMMISSION, all unspent funds and items purchased with funds provided through the State Public Charter School Commission Early Learning Program shall be returned to the COMMISSION.

F. MODIFICATIONS

This MOA may be amended or modified only by mutual agreement in writing and signed by each of the Parties involved, including approval as to form by the Department of the Attorney General. The updated MOA shall be provided to KAMAILE and the COMMISSION upon execution to the COMMISSION's Executive Director and KAMAILE's Director/Principal and Governing Board Chairperson.

G. ENTIRE AGREEMENT

This is the entire agreement between the COMMISSION and KAMAILE. This MOA with respect to its subject matter supersedes any previous and contemporaneous written or oral representations, statements, negotiations, or agreements.

H. SEVERABILITY

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

I. WAIVER

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

J. EXECUTION

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

K. ASSIGNMENT

The rights, duties, or obligations under this MOA are not assignable.

L. EXECUTION IN COUNTERPARTS

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

M. MOA ADMINISTRATOR

For purposes of this MOA, the persons identified below, or his/her duly authorized

representatives or successors in office, is designated the MOA Administrator (MA) for his/her respective party. Notwithstanding the responsibilities set forth in this section, any coordination of services falling outside those articulated above shall remain with COMMISSION.

(1) COMMISSION:

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

Yvonne W.M. Lau

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

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

Email: Yvonne.Lau@spcsc.hawaii.gov

The COMMISSION MA shall be responsible for:

- The terms, conditions, quantities, specifications, scope of services, other MOA terms, and all decisions relating to the MOA;
- Monitoring and evaluating the work of KAMAILE, assuring the services or goods are delivered as required in the MOA, and allocating funds as specified in this MOA; and
- Notifying the Contact Persons, as appropriate, in the event of change in the scope of work or any other MOA terms in the MOA.

(2) KAMAILE ACADEMY:

KAMAILE's MA shall be the charter school's Governing Board Chairperson, who may be contacted as follows:

Blake Parsons

Mailing Address: 85-180 Ala Akau Street, Wai'anae, HI 96792

Phone: (808) 697-7110/ Fax: (808) 697-7115

Email: bparsons@hookakoo.org

The KAMAILE MA shall be responsible for:

- The terms, conditions, quantities, specifications, scope of services, other MOA terms, and all decisions relating to the MOA;
- Ensuring that KAMAILE signs a contract to participate in the State Public

Charter School Commission Early Learning Program comply with the provisions of the MOA; and

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

N. CONTACT PERSONS

(1) COMMISSION:

Contact Person. The MOA Administrator for the COMMISSION has designated the person identified below as the COMMISSION's Contact Person for this MOA, pursuant to Section III.C.3 of this MOA. As such, this Contact Person should be the initial contact for the COMMISSION on all matters related to this MOA. The Contact Person can be contacted as follows:

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

(2) KAMAILE ACADEMY PUBLIC CHARTER SCHOOL:

Contact Person. The MOA Administrator for KAMAILE has designated the person identified below as the KAMAILE's Contact Person for this MOA, pursuant to Section III.C.3 of this MOA. As such, this Contact Person should be the initial contact for the KAMAILE on all matters related to this MOA. The Contact Person can be contacted as follows:

Paul Kepka, Principal
Mailing Address: 85-180 Ala Akau Street, Wai'anae, HI 96792
Phone: (808) 697-7110/ Fax: (808) 697-7115
Email: pkepka@kamaile.org

SIGNATURES

HAWAII STATE PUBLIC CHARTER SCHOOL COMMISSION



Yvonne W.M. Lau, Interim Executive Director

Jan. 6, 2021

Date

APPROVED AS TO FORM

By:



Deputy Attorney General

November 20, 2020

Date

KAMAILE ACADEMY PUBLIC CHARTER SCHOOL

Blake Parsons

Blake Parsons (Jan 5, 2021 15:32 HST)

Blake Parsons, Governing Board Chairperson

Date



Paul Kepka, Principal

January 5, 2021

Date



Deputy Attorney General

December 30, 2020

Date