

This document includes sections from the draft Charter Contract (effective July 1, 2017) that have had language revised, removed, or added from the current Charter Contract (expires June 30, 2017). Only sections with language changes have been included; if the section was moved but the language unchanged, then it will not be included in this document.

- Underlined language is language that has been added to the draft Charter Contract;
- ~~Strikethrough language~~ is that has been removed from current Charter Contract.

This document does not include Section 1 of draft Charter Contract as most of the section is new language.

CONTRACT 3.0	CONTRACT 2.0
<p><u>Section 2.1 Entire Contract</u></p> <p>The Parties intend this Contract, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Contract. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. <u>The parties understand that any amendments to this contract needs to be in writing and expressly approved by the Commission.</u></p>	<p>Section 14.1 Entire Contract</p> <p>The Parties intend this Contract, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Contract. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Contract may be approved from time to time hereafter.</p>
<p><u>Section 2.10 Correspondence</u></p> <p>Unless otherwise specified by law, any written <u>correspondence</u> required to be given by a Party to this Contract shall be delivered: (a) personally, (b) by United States first class mail, postage prepaid, to the Parties' mailing addresses first indicated in this Contract; or (c) <u>electronically via email</u>. <u>Written correspondence</u> shall be deemed to have been received three business days after mailing or at the time of actual receipt, whichever is earlier. Parties are responsible for notifying each other in writing of any change of mailing address.</p>	<p>Section 14.7 Notices.</p> <p>Unless otherwise specified by law, any written notice required to be given by a Party to this Contract shall be delivered: (a) personally, (b) by United States first class mail, postage prepaid, to the Parties' mailing addresses first indicated in this Contract; or (c) via a compliance management system, as described under Sec. 12.1. A notice shall be deemed to have been received three business days after mailing or at the time of actual receipt, whichever is earlier. Parties are responsible for notifying each other in writing of any change of mailing address.</p>

Section 2.3 Term

The term of this Contract shall be [] years, commencing on July 1, 2017, and terminating on June 30, 20[].

Section 1.1 Term.

The term of this Contract shall be ~~three~~ years, commencing on July 1, ~~2014~~, and terminating on June 30, ~~2017~~; ~~provided that if the School demonstrates exemplary performance, as determined by the Commission, on the Performance Frameworks under Section 4.1, it shall be granted a two-year extension through June 30, 2019.~~

Section 3.2 State Code of Ethics and Code of Conduct

The School's Governing Board and employees shall comply with the State Code of Ethics, codified in Chapter 84, HRS. The School's Governing Board, employees, contractors, and volunteers shall also comply with the Code of Conduct developed and implemented by the Commission, as required in Board of Education Policy 201-1, as may be amended.

Section 2.2

The School's Governing Board shall comply with the Code of Ethics (~~Ch. 84, HRS~~) and shall ~~adopt and adhere to a conflict of interest policy, which is consistent with Ch. 84, HRS.~~ The ~~conflict of interest policy shall be readily accessible from the School's website or school office, as described in Section 11.4.1. If the policy is not available from the School's website, the School shall submit the current policy to the Commission.~~

Section 3.3 Governing Board Reporting

The School's Governing Board shall notify the Commission within 14 business days of any membership changes on the Board.

The School's Governing Board shall make the following documents available at a publicly accessible area in its office so as to be available for review during regular business hours, and on its website, and by the respective due dates:

- a. A list of the current names and contact information of the Governing board's members and officers;

The schedule of Governing Board meetings by September 1 of each year;

Governing Board meeting notices and agendas as specified in Section 302D-12, HRS; and

Section 11.4 Governing Board Reporting

- ~~(a)~~ The School shall notify the Commission within 14 business days of any membership changes on the School's Governing Board.
- ~~(b)~~ The School shall make the following documents available at a publicly accessible area in its office so as to be available for review during regular business hours, and on its website, and by the respective due dates:
 - ~~(1)~~ A list of the current names and contact information of the governing board's members and officers;
 - ~~(2)~~ The schedule of Governing Board meetings by **September 1** of each year;

<p>Governing Board meeting minutes <u>as specified in Section 302D-12, HRS.</u></p>	<p>(3) Revisions to scheduled Governing Board meetings not less than six days prior to the changed meeting date;</p> <p>(4) Governing Board meeting notices and agendas not less than six days prior to the Governing Board meeting; and</p> <p>(5) Governing Board meeting minutes within 30 days of the Governing Board meeting.</p>
<p>Section <u>4.2</u> Material Elements of Educational Program</p> <p>The material elements of the School's Educational Program, including but not limited to the School's mission and vision statements, are as set forth in Exhibit A to this Contract. The School shall, at all times, operate in a manner consistent with its Educational Program as defined in Exhibit A. Revisions to any of the elements in Exhibit A <u>(such as establishing, creating, or expanding a virtual or blended learning programs or expanding or eliminating a division)</u> shall be considered a material change to the Contract and shall require prior written approval by the Commission. <u>Where</u> appropriate, this approval shall be informed by an analysis of the School's performance on the Performance Frameworks under Section <u>5.1</u>, particularly to the extent that such changes are intended to improve educational outcomes.</p>	<p>Section 3.2 Material Elements of Educational Program</p> <p>The material elements of the School's Educational Program, including but not limited to the School's mission and vision statements, are as set forth in Exhibit A to this Contract. The School shall, at all times, operate in a manner consistent with its Educational Program as defined in Exhibit A. Revisions to any of the elements in Exhibit A shall be considered a material change to the Contract and shall require prior written approval by the Commission; where appropriate, this approval shall be informed by an analysis of the School's performance on the Performance Frameworks under Section 4.1, provided that such approval shall not be unreasonably withheld, particularly to the extent that such changes are intended to improve educational outcomes.</p>
<p>Section <u>4.3</u> Academic Standards</p> <p><u>As determined by BOE Policy 102-3, as may be amended,</u> the School shall implement the Common Core or other State academic standards.</p>	<p>Section 3.3.1</p> <p>Consistent with State law, the School shall implement the Common Core or other State academic standards as may hereafter be approved by the BOE.</p>
<p>Section <u>4.4</u> Graduation Requirements for High School</p> <p>The School shall comply with <u>the high school graduation</u></p>	<p>Section 3.4 Graduation Requirements for High Schools</p> <p>The School shall comply with BOE Policy 4540, <u>as the same</u></p>

requirements set in BOE Policy 102-15, as may be amended, provided that the School may request a waiver of this policy from the BOE and shall notify the Commission in writing of any approved waivers within 14 business days.

~~may be amended from time to time, which shall apply starting with the incoming ninth graders for the school year 2013-2014, and shall provide evidence of such compliance; provided that the School may request a waiver of this Policy from the BOE.~~

Section 4.7 English Language Learners/English Learners

The School shall provide services to students who are English Language Learners/English Learners in compliance with all applicable federal and State laws, regulations, rules, court orders, policies, procedures, and guidance, all as may be amended from time to time, to ensure linguistic accessibility to the School's educational program. Should the DOE continue to provide the Commission funding to administer this technical assistance, the Commission shall provide the School such technical assistance. The School shall also assist Immigrant Children and Youth, as defined in Section 3301(6), Title III, Elementary and Secondary Education Act, as the same may be amended from time to time, in meeting the State academic content and student academic achievement standards that all public school students are expected to meet.

Section ~~3~~-7 English Language Learners/English Learners

The School shall provide services to students who are English Language Learners in compliance with all applicable federal and State laws, regulations, rules, court orders, policies, procedures, and guidance, all as may be amended from time to time, to ensure linguistic accessibility to the School's educational program. ~~The Commission shall provide the School with technical assistance similar to those services received by other public schools.~~ The School shall also assist Immigrant Children and Youth, as defined in Section 3301(6), Title III, Elementary and Secondary Education Act, as the same may be amended from time to time, in meeting the State academic content and student academic achievement standards that all public school students are expected to meet.

Section 5.1 Performance Frameworks

The School's academic, organizational, and financial performance under this Contract shall be evaluated using the Academic, Organizational, and Financial Performance Frameworks, respectively, attached as Exhibit B to this Contract. The specific terms, forms, and requirements of the Performance Frameworks, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Commission and shall be binding on the School. Material changes to the Performance Frameworks shall

Section 4.1 Performance Frameworks

The School's academic, organizational, and financial performance under this Contract shall be evaluated using the Academic, Organizational, and Financial Performance Frameworks, respectively, attached as Exhibit B to this Contract. ~~These Performance Frameworks shall supersede and replace any and all financial operation metrics, academic performance metrics, and organizational performance metrics established prior to the execution of this Contract and not explicitly incorporated into the~~

require approval by the Commission.

~~Performance Frameworks.~~ The specific terms, forms, and requirements of the Performance Frameworks, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Commission and shall be binding on the School. Material amendments to the Performance Frameworks shall require approval by the Commission.

Section 5.2 Modification to Performance Frameworks

The Parties acknowledge that specific terms, forms, and requirements of the Performance Frameworks may be modified to the extent required to align with changes to applicable State or federal accountability requirements as set forth in law or policies or based on other circumstances that make assessment based on the existing Performance Framework requirements impracticable.

Section ~~4.2~~ Modification to Performance Frameworks

The Parties acknowledge that specific terms, forms, and requirements of the Performance Frameworks may be modified to the extent required to align with changes to applicable State or federal accountability requirements as set forth in law or policies or based on other circumstances that make assessment based on the existing Performance Framework requirements impracticable. ~~In the event that such modifications are needed, the Commission will make its best effort to apply expectations for school performance in a manner as reasonably consistent with those set forth in the Performance Frameworks and the School's Educational Program as set forth in Exhibit A to this Contract.~~

Section 5.3 State Accountability System

The School shall be subject to the State public school accountability system and comply with all requirements related to the State assessment for all public schools. The School shall also be subject to mandatory reporting requirements from the United States Department of Education. The School shall administer all student testing as required by applicable federal and State law, rule, policies, and procedures.

Section 4.3 State Accountability System

The School shall be subject to and comply with all requirements related to the State assessment ~~and accountability system~~ for all public schools. The School shall administer all student testing as required by applicable federal and State law, rule, policies, and procedures. ~~The performance designations derived from the State assessment and accountability system are distinct from determinations made according to the Academic Performance Framework, which may include additional~~

~~Commission-approved school-specific measures.~~

Section 6.1 Fiscal Responsibilities

The School shall maintain accurate and comprehensive financial records, practice governmental accounting in accordance with Generally Accepted Accounting Principles, and use public funds in a fiscally responsible manner.

Section 9.1

The School shall maintain accurate and comprehensive financial records, ~~operate~~ in accordance with Generally Accepted Accounting Principles, and use public funds in a fiscally responsible manner.

Section 6.3 Procurement

Pursuant to Sections 302D-25(b) and 302D-12(d), HRS, the School and its Governing Board shall be exempt from Ch. 103D, HRS. However, the School's Governing Board shall develop and adhere to a policy for the procurement of goods, services, and construction consistent with the goals of public accountability and public procurement practices. The policy shall be readily accessible from the School's website as described in Section 8.6.

Section 9.3 Procurement

Pursuant to Sections 302D-25(b) and 302D-12(d), HRS, the School and its Governing Board shall be exempt from Ch. 103D, HRS. The School's Governing Board shall develop and adhere to a policy for the procurement of goods, services, and construction consistent with the goals of public accountability and public procurement practices. The policy shall be readily accessible from the School's website ~~or school office~~, as described in Section ~~11.4.1~~. ~~If the policy is not available from the School's website, the School shall submit the current policy to the Commission.~~

Section 6.4 Management and Financial Controls

The School's Governing Board shall develop and adhere to a policy for the School's financial management that shall be readily accessible from the School's website, as described in Section 8.6. This policy shall allow the School to maintain appropriate governance and management procedures and financial controls which shall include, but not be limited to:

- a. Budgets;
- b. Accounting policies and procedures;
- c. Payroll procedures;
- d. Financial reporting; and
- e. Internal control procedures for receipts, disbursements,

Section 9.4 Management and Financial Controls

~~At all times~~, the School shall maintain appropriate governance and management procedures and financial controls which shall include, but not be limited to: (a) budgets, (b) accounting policies and procedures, (c) payroll procedures, (d) financial reporting and (e) internal control procedures for receipts, disbursements, purchases, payroll, and fixed assets. ~~The accounting policies and procedures~~ shall be readily accessible from the School's website ~~or school office~~, as described in Section ~~11.4.1~~. ~~If the policies and procedures are not available from the School's website, the School shall submit the current policies and procedures~~

<p>purchases, payroll, inventory, and fixed assets.</p>	<p>to the Commission.</p>
<p>Section <u>6.7</u> Transfer of Funds to <u>Affiliated Nonprofits or Educational Service Providers</u></p> <p>The School shall not transfer <u>public</u> funds to any affiliated organization except for legitimate and reasonable payments from the School to the affiliated nonprofit <u>or educational service provider</u> pursuant to a written legal agreement. <u>The School shall provide the Commission a copy of any newly executed agreement between the affiliated nonprofit or educational service provider and the School within 14 business days of execution.</u></p>	<p>Section 9.7 Transfer of Funds to Nonprofits</p> <p>The School shall not transfer funds provided to it by the Commission to any affiliated nonprofit organization except for legitimate and reasonable payments from the School to the nonprofit pursuant to a written agreement.</p>
<p>Section <u>6.10</u> Per-pupil Funding</p> <p>The School's non-facility general fund per-pupil funding shall be as defined in Sec. 302D-28, HRS. All funds distributed to the School from the Commission shall be used solely for the School's educational purposes as appropriated by the Legislature, and the School shall have discretion to determine how such funding shall be allocated at the school level to serve those purposes subject to applicable laws and this Contract.</p>	<p>Section 8.1 Per-pupil Funding</p> <p>The School's non-facility general fund per-pupil funding shall be as defined in Sec. 302D-28, HRS. The Commission shall distribute the School's per-pupil allocation each fiscal year pursuant to Sec. 302D-28(f), HRS, and shall provide the School with the calculations used to determine the per-pupil amount each year. All funds distributed to the School from the Commission shall be used solely for the School's educational purposes as appropriated by the Legislature, and the School shall have discretion to determine how such funding shall be allocated at the school level to serve those purposes subject to applicable laws and this Contract.</p>
<p>Section <u>6.11</u> <u>Per-pupil Funding: Enrollment Count Reports for Funding</u></p> <p>The School shall provide the Commission projected enrollment counts as required for funding, budgeting, and reporting purposes by May 15. The Commission shall obtain actual</p>	<p>Section 11.2 Enrollment Count Reports</p> <p>The School shall provide to the Commission actual and projected enrollment counts as required for funding and reporting purposes. The Commission may elect to obtain actual enrollment counts directly from the student</p>

enrollment counts directly from student information data systems to determine the School's per-pupil funding.	information data system, provided that the Commission will attempt to reconcile any discrepancies in consultation with the School.
<p>Section <u>6.15 Per-pupil Funding: Federal Funding</u></p> <p>Pursuant to Sec. 302D-28, HRS, the School shall be eligible for all federal financial support to the same extent as all other public schools. The Commission shall distribute federal funds to the School in accordance with applicable federal and state rules and regulations. The Commission shall make the allocation methods publicly available.</p>	<p>Section 8.5 Federal Funding</p> <p>Pursuant to Sec. 302D-28, HRS, the School shall be eligible for all federal financial support to the same extent as all other public schools. The Commission shall timely distribute federal funds to the School in accordance with applicable federal and state rules and regulations. The Commission shall make the allocation methods publicly available and shall work with the DOE and the School where questions of equity may arise.</p>
<p>Section <u>6.16 Per-pupil Funding: Title I Funding</u></p> <p>The School, if eligible, shall use Title I, Part A funds in accordance with applicable federal and state law and regulations including programmatic and fiscal requirements, and the Commission shall provide information to assist the School in understanding Title I, Part A requirements. The School shall provide a school plan that includes the components and school improvement elements required under Title I, Part A.</p>	<p>Section 8.6 Title 1 Funding</p> <p>The Commission shall communicate with the School regarding the eligibility measure for Title I, Part A funds as determined by the DOE and provide the funds to the School based on that information. The School, if eligible, shall use Title I, Part A funds in accordance with applicable federal and state law and regulations including programmatic and fiscal requirements, and the Commission shall provide information to assist the School in understanding Title I, Part A requirements. The School shall provide a school plan that includes the components and school improvement elements required under Title I, Part A.</p>
<p>Section <u>6.17 Per-pupil Funding: Additional Funds</u></p> <p>The School may accept monetary contributions or grants and shall comply with all applicable State or federal laws regarding such monetary contributions or grants.</p>	<p>Section 8.7 Additional Funds</p> <p>The School may accept monetary contributions or grants and shall comply with all applicable State or federal laws regarding such monetary contributions or grants. The</p>

	School shall report all monetary contributions or grants to the Commission in accordance with Commission guidelines.
<p>Section 6.18 Per-pupil Funding: Fees</p> <p>Pursuant to Section 302D-28, HRS, the School may charge reasonable fees, to the extent permitted by law, <u>for co-curricular activities</u>.</p>	<p>Section 8.9 Fees</p> <p>The School may charge reasonable fees, to the extent permitted by law, for summer school programs, after school programs, student activities, and any other service, materials, or equipment for which other state public schools may charge a fee.</p>
<p>Section <u>6.19 Financial Reporting: Budget and Cash Flow</u></p> <p>The School shall prepare and provide to the Commission a copy of its annual budget as approved by the School's Governing Board <u>and cash flow projections</u> for each upcoming fiscal year by June 15 or two weeks after the Commission notifies the School of the anticipated amount of State non-facility general fund per-pupil funding to be allocated, whichever is later.</p>	<p>Section 11.3.1 Budget and Cash Flow</p> <p>The School shall prepare and provide to the Commission a copy of its annual budget as approved by the School's Governing Board and cash flow projections for each upcoming fiscal year by June 15 or two weeks after the Commission notifies the School of the anticipated amount of State non-facility general fund <u>per-pupil</u> funding to be allocated, whichever is later.</p>
<p>Section <u>6.20 Financial Reporting: Quarterly Financial Reports</u></p> <p>The School shall prepare and submit quarterly financial reports to the Commission within <u>30</u> calendar days of the end of each fiscal year quarter.</p>	<p>Section 11.3.2 Quarterly Financial Reports</p> <p>The School shall prepare and submit quarterly financial reports to the Commission within 45 days of the end of each fiscal year quarter.</p>
<p>Section <u>6.21 Financial Reporting: Annual Audits and Financial Reviews</u></p> <p>Each fiscal year, the School shall provide for an independent annual financial audit conducted in accordance with Generally Accepted Auditing Standards and Governmental Auditing Standards and performed by a certified public accountant (CPA); <u>provided the Commission may allow a financial review, pursuant</u></p>	<p>Section 11.3.4 Annual Audits</p> <p>Each fiscal year, the School shall provide for an independent annual financial audit conducted in accordance with Generally Accepted Auditing Standards and Governmental Auditing Standards and performed by a certified public accountant (CPA); provided the Commission may establish</p>

to Section 302D-32, HRS. The School shall provide the completed audit or financial review to the Commission by November 1, after the conclusion of the fiscal year; provided that the Commission, with reasonable notice to the School, may change the deadline depending on circumstances. The School shall pay for the audit or financial review if an appropriation is not made by the Legislature for such purpose.

~~an alternative reporting requirement in accordance with State law. The Commission shall provide the guidelines and/or scope of the audit or alternative report and may require minimum CPA qualifications or that the School select from a list of qualified CPAs as provided by the Commission.~~ The School shall provide the completed audit or ~~alternative report~~ to the Commission by **November 15** after the conclusion of the fiscal year; provided that the Commission, with reasonable notice to the School, may change the deadline depending on circumstances. The School shall pay for the audit or ~~alternative report~~ if an appropriation is not made by the Legislature for such purpose.

Section 7.1 Enrollment

Pursuant to 302D-34, HRS, the School shall make all student recruitment, admissions, enrollment, and retention decisions in a nondiscriminatory manner and without regard to race, color, ethnicity, national origin, religion, gender, sexual orientation, income level, disability, level of proficiency in the English language, need for special education services, or academic or athletic ability. The School shall maintain accurate and complete enrollment data.

The School shall not impose enrollment preferences, except as allowed for in Sec. 302D-34, HRS. Any enrollment preferences adopted by the School shall be included in the admissions policy and procedures, as described in Section 7.3.

Section 5.1 ~~Non-Discrimination~~

The School shall make all student recruitment, admissions, enrollment, and retention decisions in a nondiscriminatory manner and without regard to race, color, ethnicity, national origin, religion, sex, sexual orientation, ~~marital status~~, income level, academic or athletic ability, disability, need for special education services, or ~~lack~~ of proficiency in the English language.

Section 5.3 ~~Enrollment~~

The School shall maintain accurate and complete enrollment data ~~and daily records of student attendance.~~

Section 5.5 ~~Enrollment Preferences~~

The School shall not impose enrollment preferences, except as ~~approved by the Commission, pursuant to~~ Sec. 302D-34, HRS. Any enrollment preferences shall be included in the admissions policy and procedures, as described in Section 5.2.

Section 7.2 No Tuition

Section 8.8 ~~No Tuition~~

<p>Pursuant to <u>Section 302D-28, HRS</u>, the School shall not assess tuition, contributions, or attendance fees of any kind as a condition of <u>admission or enrollment</u>.</p>	<p>The School shall not assess tuition, contribution, or attendance fees of any kind as a condition of enrollment.</p>
<p>Section <u>7.3</u> Admissions</p> <p>The School shall comply with its admission policies and procedures as approved by the Commission. If the number of applicants exceeds the School's capacity of a program, class, grade level, or building, the School shall select students to attend using a <u>public lottery</u> that shall be publicly noticed; provided that if the School is a conversion charter school serving as the home school for the DOE district, then the School shall follow 302D-34(c), HRS. These policies and procedures shall be readily accessible from the School's website, as described in Section <u>8.6</u>.</p>	<p>Section 5.2 Admissions</p> <p>The School shall comply with its admission policies and procedures as approved by the Commission. If the number of applicants exceeds the School's capacity of a program, class, grade level, or building, the School shall select students to attend using a random selection process that shall be publicly noticed and open to the public; provided that if the School is a conversion charter school serving as the home school for the DOE district, then the School shall follow 302D-34(c), HRS. These policies and procedures shall be readily accessible from the School's website, as described in Section 11.4.1.</p>
<p><u>Section 7.4 Compulsory Education</u></p> <p><u>The School shall follow the age and compulsory attendance requirements set in 302A-1132, HRS.</u></p>	<p>NO LIKE SECTION</p>
<p><u>Section 7.5 Attendance</u></p> <p><u>The School's Governing Board shall maintain and adhere to a policy for attendance. The policy shall be readily accessible from the School's website, as described in Section 8.6. The School shall maintain daily records of student attendance and absences.</u></p>	<p>NO LIKE SECTION</p>
<p><u>Section 7.6 Attendance: Virtual or Blended Learning School/Program</u></p> <p><u>If the School is a virtual or blended learning school/program, the School's attendance policy shall include:</u></p> <p>a. <u>School procedures to account for student attendance online; and</u></p>	<p>NO LIKE SECTION</p>

The requirements for on-site attendance for each course and grade level.

Section 7.8 Withdrawal and Transfer

The School shall adopt and adhere to withdrawal and transfer procedures which provide for the timely release of any student who withdraws from the School and/or transfers to another school. The School's withdrawal and transfer procedures shall also provide for the transfer of the student's records to the new school in a reasonable timeframe.

Section ~~5.7~~ Withdrawal and Transfer

The School shall adhere to withdrawal and transfer procedures which provide for the timely release of any student who withdraws from the School and transfers to another ~~Hawaii public~~ school. The School's withdrawal and transfer procedures shall also provide for the transfer of the student's records to the new school in a ~~timely manner~~.

Section 8.4 Student Conduct and Discipline

The School shall adopt, update, and adhere to written policies concerning standards of student conduct and discipline which shall comply with all applicable federal and State laws. The School shall provide this policy to parent(s)/guardian(s) and students at the start of each school year and shall make this policy readily accessible from the School's website, as described in Section 8.6.

Section ~~6.1~~ Student Conduct and Discipline

The School shall adopt, update, and adhere to written policies concerning standards of student conduct and discipline which shall comply with federal and State laws ~~and which shall incorporate the requirements of Section 5.6~~. The School shall provide ~~copies to the School's parents~~ and students at the start of each school year and shall make this policy readily accessible from the School's website ~~or school office~~, as described in Section ~~11.4.1~~. ~~If the policy is not available from the School's website, the School shall submit the current policy to the Commission.~~

Section 8.5 Punishment of Pupils ~~Limited~~

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

Section ~~6.2~~ Punishment of Pupils Limited

No physical punishment of any kind may be inflicted upon any pupil, ~~but reasonable force may be used by a principal, principal's agent, teacher, or a person otherwise entrusted with the care or supervision for a special purpose of a minor in order to restrain a pupil in attendance at school from hurting oneself or any other person or property, and~~

~~reasonable force may be used as delineated in Sec. 703-309(2), HRS.~~

Section 8.6 Complaints Process

The School shall adopt and adhere to a process for resolving public complaints which shall include an opportunity for complainants to be heard by the School's Governing Board. Once heard, the decision by the School's Governing Board shall be considered final, except where the complaint pertains to a possible violation of any law or breach of this Contract. In the case of a possible violation of law or breach of the Contract, the Commission or other appropriate state agency may investigate the validity of the complaint to determine whether additional actions are needed. The complaints process shall be readily accessible from the School's website, as described in Section 8.9.

Section ~~6.3~~ Complaints Process

The School shall ~~establish~~ and adhere to a process for resolving public complaints which shall include an opportunity for complainants to be heard. ~~The final administrative appeal shall be heard by the School's Governing Board~~, except where the complaint pertains to a possible violation of any law or term under this Contract. The complaints process shall be readily accessible from the School's website, as described in Section ~~11.4.1~~.

Section 8.7 Contracting with an Educational Service Provider

The School shall not enter into a contract or subcontract for comprehensive management or administration services of its core educational program or services, unless otherwise agreed to in writing by the Commission or identified in Exhibit A (Educational Program) and reviewed and approved as to form by the School's Deputy Attorney General. Such contracting is conditioned upon the School developing a management agreement with the educational service provider that meets the conditions in Exhibit C to this Contract; provided requirements of a School Improvement Grant or other federal grant shall control.

Section ~~6.4~~ Contracting with an Educational Service Provider

The School shall not enter into a contract or subcontract for comprehensive management or administration services of its core educational program or services, unless otherwise agreed to in writing by the Commission or identified in Exhibit A (Educational Program). Such contracting is conditioned upon the School developing a management agreement with the educational service provider that meets the conditions in Exhibit C to this Contract; provided requirements of a School Improvement Grant or other federal grant shall control.

Section 8.8 Transportation

The School may provide its own transportation services, provide transportation through an agreement or contract with a private

Section ~~6.10~~ Transportation

The School may provide its own transportation services, provide transportation through an agreement or contract

provider, or access any other school transportation provided to it by law. Pursuant to section 286-181, HRS, any transportation services provided by the School shall follow the safety rules and standards relating to school vehicles, equipment, and drivers adopted by the Department of Transportation.

with a private provider, or access any other school transportation provided to it by law. ~~The School shall ensure the safety of students in any transportation arrangement and shall comply with state and county requirements pertaining to vehicles and drivers that transport students.~~

Section 8.9 School Policies

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

- a. Admissions policies and procedures, as described in Section 7.3;
- b. Student conduct and discipline policy, as described in Section 8.4;
- c. Complaints procedures, as described in Section 8.6;
- d. Attendance policies and procedures, as described in Section 7.5;
- e. Procurement policy, as described in Section 6.3;
- f. Safety plan, as described in Section 9.1;
- g. Financial management policies and procedures, as described in Section 6.4; and
- h. Personnel policies, as described in Section 12.8.

Section ~~11.4.1~~ School Policies and Procedures

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

- ~~(a) Conflict of interest policy, as described in Sec. 2.2;~~
- (b) Admissions policies and procedures, as described in Sec. 5.2;
- (c) Student conduct and discipline policy, as described in Sec. 6.1;
- (d) Complaints procedures, as described in Sec. 6.3;
- (e) Procurement policy, as described in 9.3;
- (f) ~~Accounting~~ policies and procedures, as described in 9.4; and
- (g) Personnel policies, as described in 10.7;

Section 9.1 Safe Environment

The School shall maintain a safe learning environment at all times. The School shall develop and adhere to a safety plan, which shall be readily accessible from the School's website, as described in Section 8.6.

Section ~~6.5.1~~. Safe Environment.

The School shall maintain a safe learning environment at all times. The School shall develop and adhere to a safety plan, which shall be ~~provided to the Commission~~.

Section 9.4 Reporting of Crime-related Incidents

The School shall adopt policies and procedures to:

Section ~~6.8~~ Reporting of Crime-related Incidents

The School shall adopt policies and procedures to:

- a. Require a report to appropriate authorities from a teacher, official, or other employee of the School who knows or has reason to believe that an act has been committed or will be committed, which:
 - (1) Occurred or will occur on School property during School hours or during activities supervised by the School; and
 - (2) Involves crimes relating to arson, assault, burglary, disorderly conduct, dangerous weapons, dangerous drugs, harmful drugs, extortion, firearms, gambling, harassment, intoxicating drugs, marijuana or marijuana concentrate, murder, attempted murder, sexual offenses, rendering a false alarm, criminal property damage, robbery, terroristic threatening, theft, or trespass;
- (b) Establish procedures for reporting any incident; and
- (c) Impose appropriate disciplinary action for failure to report these incidents, including probation, suspension, demotion, and discharge of School officials.

- (a) Require a report to appropriate authorities from a teacher, official, or other employee of the School who knows or has reason to believe that an act has been committed or will be committed, which:
 - (1) Occurred or will occur on School property during School hours or during activities supervised by the School; and
 - (2) Involves crimes relating to arson, assault, burglary, disorderly conduct, dangerous weapons, dangerous drugs, harmful drugs, extortion, firearms, gambling, harassment, intoxicating drugs, marijuana or marijuana concentrate, murder, attempted murder, sexual offenses, rendering a false alarm, criminal property damage, robbery, terroristic threatening, theft, or trespass;
- (b) Establish procedures for ~~disposing of~~ any incident ~~reported~~; and
- (c) Impose appropriate disciplinary action for failure to report these incidents, including probation, suspension, demotion, and discharge of School officials.

Section 9.5 Use of Tobacco Prohibited

Pursuant to section 302A-102, HRS, the School shall prohibit the use of tobacco at its school or at School functions.

Section 10.1 Educational Data

Pursuant to Sec. 302D-23, HRS, the School shall comply with the minimum educational data reporting standards established by

~~Section 6.9 Smoking Prohibited.~~

~~As a public school,~~ the School shall prohibit the use of tobacco at its school or at School functions.

Section ~~11.5~~ Educational Data.

Pursuant to Sec. 302D-23, HRS, the School shall comply with the minimum educational data reporting standards

the BOE and with additional data reporting required by the Commission in its oversight of this Contract and shall ensure all data is accurate and complete.	established by the Board of Education (BOE) and with additional data reporting required by the Commission in its oversight of this Contract and shall ensure all data is accurate and complete provided that the Commission will attempt to reconcile any discrepancies in consultation with the School.
<p>Section <u>10.2 Reporting of Data and School Information</u></p> <p>The School shall provide to the Commission, in the format and timeframe prescribed by the Commission, any data necessary and reasonably required by the Commission to meet its oversight and reporting obligations. The Commission shall provide by June 1 the list of anticipated required reports and due dates and provide this information to the School.</p>	<p>Section 11.1.1</p> <p>The School shall make reasonable efforts to provide to the Commission, in the format and timeframe prescribed by the Commission, any data necessary and reasonably required by the Commission to meet its oversight and reporting obligations. The Commission shall provide by June 1 the list of anticipated required reports and due dates and provide this information to the School.</p>
<p>Section <u>10.3 Commission's Annual Report to the BOE and Legislature</u></p> <p><u>Pursuant to Section 302D-17, HRS, the Commission shall publish and provide an annual report on the School's performance in accordance with the performance frameworks.</u></p>	<p>Section 11.8 Commission's Annual Report.</p> <p>The Commission shall publish and provide an annual report on the School's performance in accordance with the Performance Frameworks. In preparing the annual report, the Commission shall solicit feedback from the School.</p>
<p>Section <u>10.4 Permitted Disclosures and Users by Operators</u></p> <p><u>Pursuant to Sections 302A-499 and 302A-500, HRS, the School shall be responsible for notifying operators with access to student data and information of the operators' statutory responsibilities and restrictions.</u></p>	<p>NO LIKE SECTION</p>
<p>Section <u>11.1 Location</u></p> <p>The School shall provide educational services, including the</p>	<p>Section 7.1 Location.</p> <p>The School shall provide educational services, including the</p>

delivery of instruction, primarily at locations identified in Exhibit A.

delivery of instruction, at the location(s) identified in Exhibit A (~~Educational Program~~); provided that the School may conduct class-site visits to temporary locations not identified in Exhibit A and, with notice to the Commission, may provide educational services at temporary locations for a period not to exceed 30 calendar days. The School shall not operate in any other location without the prior written approval of the Commission.

Section 11.2 Emergency Relocation

In the event of natural disasters, emergencies, and/or damage to a School's facilities, the School may provide educational services at temporary locations not identified in Exhibit A, provided the School notify the Commission of the location prior to the start of services at the temporary location.

NO LIKE SECTION

Section 11.3 Occupancy Rights

The School shall possess the lawful right to occupy and use the premises on which the School operates. The School shall provide the Commission a copy of the School's lease, deed, or other occupancy agreement for all locations identified in Exhibit A (Educational Program), except if the School occupies State or DOE school facilities.

Section 7.2 Occupancy Rights.

The School shall possess the lawful right to occupy and use the premises on which the School operates. The School shall provide the Commission a copy of the School's lease, deed, or other occupancy agreement for all locations identified in Exhibit A (Educational Program), except if the School occupies DOE school facilities.

Section 11.4 Compliance with Codes

The School shall be located in facilities that comply with all applicable State and county building, zoning, fire, health, and safety code requirements.

If the School is located in facilities other than State or DOE facilities, the School shall obtain and maintain any necessary

Section 7.3 Compliance with Codes.

The School shall be located in facilities that comply with all applicable State and county building, zoning, fire, health, and safety code requirements.

~~Section 7.3.1~~ If the School is located in facilities other than DOE facilities, the School shall obtain and maintain any

certificates or permits required for use and occupancy of the School's facilities from the applicable building, zoning, fire, health, and safety authorities. The School shall immediately notify the Commission in the event that any such certificate or permit is jeopardized, suspended, or revoked.

The School shall comply at all times with the occupancy capacity limits set by zoning, building, fire, and other applicable regulations.

necessary certificates or permits required for use and occupancy of the School's facilities from the applicable building, zoning, fire, health, and safety authorities. The School shall immediately notify the Commission in the event that any such certificate or permit is jeopardized, suspended, or revoked.

~~Section 7.3.2~~ The School shall comply at all times with the occupancy capacity limits set by zoning, building, fire, and other applicable regulations.

Section 11.5 Relocation or Expansion of Facilities

The School's relocation to different or additional facilities for non-emergency reasons shall constitute a material change in the Contract and shall require prior written approval by the Commission pursuant to Section 4.2 of this Contract. Approval shall be contingent upon meeting the following conditions:

- a. Submission of enrollment projections for the upcoming school year, should the School seek to increase enrollment;
- a. Submission to the Commission of a Certificate of Occupancy for the new facilities prior to the first day of occupancy;
- b. Submission to the Commission of a lease, deed, or other document showing the School possesses the right to occupy the new premises;
- c. Submission to the Commission of documentation that the new facilities meet applicable health, safety, fire, building, and zoning code requirements; and
- d. Submission to the Commission of documentation that the new facilities are of sufficient size to safely house the maximum anticipated enrollment.

Section ~~7.4~~ Relocation or Expansion.

The School's relocation ~~or expansion~~ to different facilities shall constitute a material change in the Contract and shall require prior written approval by the Commission pursuant to Section ~~3.2~~. ~~Upon such approval, the School's relocation or expansion~~ shall be contingent upon its meeting the following conditions:

- ~~(a)~~ Submission to the Commission of a Certificate of Occupancy for the new facilities prior to the first day of occupancy;
- ~~(b)~~ Submission to the Commission of a lease, deed, or other document showing the School possesses the right to occupy the new premises;
- ~~(c)~~ Submission to the Commission of documentation that the new facilities meet applicable health, safety, fire, building, and zoning code requirements; and
- ~~(d)~~ Submission to the Commission of documentation that the new facilities are of sufficient size to safely house anticipated enrollment.

Section 12.2 Nondiscrimination

Section 10.2 Nondiscrimination.

The School, including any employees or agents of the School, shall not engage in any discrimination that is prohibited by any applicable federal, State, or county law, including but not limited to Sec. 378-2, HRS.

~~No person performing work under this Contract~~, including any employees or agents of the School, shall engage in any discrimination that is prohibited by any applicable federal, State, or county law, including but not limited to Sec. 378-2, HRS.

Section 12.3 Teacher Credentials

Pursuant to Sec. 302A-804, HRS, the School shall hire licensed teachers that meet the applicable State licensing requirements consistent with federal law and requirements, State law, and collective bargaining agreements, as such requirements may be amended.

Section ~~10.3~~ Teacher Credentials.

The School's ~~teachers shall comply with~~ applicable State licensing requirements consistent with the ~~Elementary and Secondary Education Act~~, State law, and collective bargaining agreements, as such requirements may be amended. ~~Teachers shall be licensed by the Hawaii Teachers Standards Board and shall meet the federal designation of "Highly Qualified" as adopted by the BOE and defined in the "Title IIA Highly Qualified Teacher Guidelines," updated May 2012, as may be amended. If the School receives Title I funding, the School shall ensure that 100% of teachers in core academic subjects are Highly Qualified, and federal funds shall not be used to pay for teachers who do not meet this requirement.~~

Section 12.4 Personnel Data

The School shall maintain accurate and complete personnel and payroll information and shall provide such information to the Commission, in the format and timeframe prescribed by the Commission, as required for the Legislature or any State agency including but not limited to the Department of Budget & Finance, Employees' Retirement System, and the Hawaii Employer-Union Health Benefits Trust Fund. The School shall ensure each employee that qualifies for State benefits receives such benefits.

Section ~~11.6~~ Personnel Data.

The School shall maintain accurate and complete personnel and payroll information and shall provide such information to the Commission, in the format and timeframe prescribed by the Commission, as required for the Legislature or any State agency including but not limited to the Department of Budget & Finance, Employees' Retirement System, and the Hawaii Employer-Union Health Benefits Trust Fund. The School shall ensure each employee ~~receiving State benefits qualifies for such benefits.~~

Section 12.5 Evaluations

Pursuant to federal and state law and policy, the School is responsible for implementing principal and teacher evaluation systems. The School shall ensure that the evaluation systems are in compliance with all applicable laws, regulations, and policies, including, but not limited to the State's Every Student Succeeds Act plan and collective bargaining requirements.

Section ~~10.4~~ Evaluations.

Pursuant to federal and state law and policy, the School is responsible for implementing principal and teacher evaluation systems ~~that are based on efficiency, ability, contribution to student learning, and growth.~~ The School ~~may elect to implement the State developed educator evaluation system or to develop and implement its own educator evaluation system that meets the criteria outlined by the Commission, as may be amended from time to time.~~

Section 12.6 Non-Instructional Employees

The School shall ensure that the School's non-instructional employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, State, or county laws, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied, as well as any applicable collective bargaining agreements.

Section ~~10.5~~ Non-Instructional Employees.

The School shall ensure that the School's non-instructional employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, State, or county laws, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

Section 12.7 Criminal History Checks

The School shall conduct criminal history checks, administered by the Hawaii Criminal Justice Data Center in accordance with Sec. 846-2.7, HRS, solely for the purpose of determining whether a prospective employee or agent is suitable for working in close proximity to children. All such decisions shall be subject to applicable federal laws and regulations currently or hereafter in effect. The School may terminate the employment of any

Section ~~10.6~~ Criminal History Checks.

The School shall conduct criminal history checks in accordance with Sec. 846-2.7, HRS, ~~to determine~~ whether a prospective employee or agent is suitable for working in close proximity to children. Information obtained pursuant to this provision shall be used exclusively by the School for the purposes of determining whether a person is suitable for working in close proximity to children. All such decisions

employee or deny employment to an applicant if the person has been convicted of a crime, and if the School finds by reason of the nature and circumstances of the crime that the person poses a risk to the health, safety, or well-being of children.	shall be subject to applicable federal laws and regulations currently or hereafter in effect. The School may terminate the employment of any employee or deny employment to an applicant if the person has been convicted of a crime, and if the School finds by reason of the nature and circumstances of the crime that the person poses a risk to the health, safety, or well-being of children.
<p>Section <u>12.8</u> Personnel Policies</p> <p>The School's <u>Governing Board</u> shall adopt and adhere to personnel policies <u>for all school employees</u>. These policies must be made readily accessible from the School's website, as described in Section <u>8.6</u>.</p>	<p>Section 10.7 Personnel Policies.</p> <p>The School shall adopt, update, and adhere to personnel policies. These policies must be made readily accessible from the School's website or school office, as described in Section 11.4.1. If the policy is not available from the School's website, the School shall submit the current policy to the Commission.</p>
<p>Section <u>13.1</u> School <u>Emergency</u> Closure</p> <p>The School shall promptly notify the <u>Commission, the appropriate county civil defense office(s), and the public</u> of any circumstance requiring the closure of the School, including, but not limited to, a natural disaster or destruction of or damage to the School facility.</p>	<p>Section 11.9.1 School closure.</p> <p>The School shall make reasonable efforts to promptly notify the public, which may include notice to the Department of Education, of any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, tsunami, flood, or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility.</p>
<p>Section <u>13.2</u> Mandatory Notification</p> <p>The School shall immediately notify the Commission when it has knowledge of any of the following:</p> <ol style="list-style-type: none"> Any condition that may cause the School to vary from the terms of this Contract or applicable requirements, federal and/or State law; 	<p>Section 11.9.2 Other events.</p> <p>The School shall immediately notify the Commission when it has knowledge of any of the following:</p> <ol style="list-style-type: none"> Any condition that may cause the School to vary from the terms of this Contract or applicable requirements, federal and/or State law;

- b. The arrest of any members of the School Governing Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
- c. A court judgment that any members of the School Governing Board or School employees have been found guilty or deferred acceptance of a no-contest plea(s) of misappropriation of public funds and/or fraud;
- d. Any complaint, citation, or default filed against the School by a government agency or lessor;
- e. Any inaccuracy found in enrollment count or other data provided to the Commission;
- f. The School receives a notice or is otherwise informed that the School is a party to a legal suit;
- g. Severe damage to a School's facilities that render the facilities unusable and require the School to relocate; or
- h. A default on any obligation, which shall include debts for which payments are past due by ninety (90) days or more.

- (b) The arrest of any members of the School Governing Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
- (c) ~~Misappropriation of funds;~~
- (d) Any complaint, citation, or default filed against the School by a government agency or lessor;
- (e) Any inaccuracy found in enrollment count or other data provided to the Commission;
- (f) The School receives a notice or is otherwise informed that the School or Commission is a party to a legal suit;
- (g) ~~The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law;~~
- (h) A default on any obligation, which shall include debts for which payments are past due by ninety (90) days or more; or
- (i) ~~The School's enrollment at any time decreases by 10% or more compared to the most recent pupil count submitted to the Commission.~~

Section 14.1 Monitoring

The Commission shall continually monitor the performance and legal compliance of the School. The Commission shall have the authority to conduct oversight activities that enable the Commission to fulfill its responsibilities under Ch. 302D, HRS, including conducting appropriate inquiries and investigations, so long as those activities are consistent with the intent of Ch. 302D, HRS, and adhere to the terms of this Contract.

Section ~~12.1~~ Monitoring.

The Commission shall continually monitor the performance and legal compliance of the School. The Commission shall have the authority to conduct ~~or require~~ oversight activities that enable the Commission to fulfill its responsibilities under Ch. 302D, HRS, including conducting appropriate inquiries and investigations, so long as those activities are consistent with the intent of Ch. 302D, HRS, and adhere to the terms of this Contract. ~~To carry out its monitoring duties, the Commission may utilize a compliance~~

	<p>management system and may require the School to designate a contact person for the compliance management system.</p>
<p>Section <u>14.2</u> Monitoring Related to Federal Programs</p> <p>The School shall allow the DOE access to and provide any information needed to meet its oversight and reporting obligations as the State Education Agency or Local Education Agency. <u>The DOE</u> may monitor the School for compliance with programmatic or fiscal requirements, including requiring reports or other documentation, under any applicable law related to federal programs, including but not limited to special education.</p>	<p>Section 12.2 Monitoring Related to Federal Programs.</p> <p>To meet its oversight and reporting obligations, the DOE, as the State Education Agency or Local Education Agency, may monitor the School for compliance with programmatic or fiscal requirements, including requiring reports or other documentation, under any applicable law related to federal programs, including but not limited to special education. The School shall comply with all such monitoring.</p>
<p>Section <u>14.3</u> Access to Records</p> <p>Consistent with the school's obligations under the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, the School shall make all School records open to inspection by the Commission, the DOE, the Office of the Auditor, law enforcement officials, <u>contractors</u>, or any other federal or State regulatory agency within five business days after request is made, or sooner if required by law.</p>	<p>Section 12.3 Access to Records.</p> <p>Consistent with the school's obligations under the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, the School shall make all School records open to inspection by the Commission, the DOE, the Office of the Auditor, law enforcement officials, contracted evaluators or any other federal or State regulatory agency within five business days after request is made, or sooner if required by law.</p>
<p>Section <u>14.4</u> Site Visits</p> <p>The Commission may visit the School at any time and may, at its discretion, conduct <u>site visits and monitoring</u>. When appropriate, the Commission shall make reasonable efforts to provide notice of visits. Such site visits may include any activities reasonably related to fulfillment of the Commission's oversight responsibilities including, but not limited to, inspection of the facilities; audit of financial books and records; inspection of records maintained by the School; interviews and observations</p>	<p>Section 12.4 Site Visits.</p> <p>The Commission may visit the School informally at any time and may, at its discretion, conduct announced formal school visits. When appropriate, the Commission shall make reasonable efforts to provide notice of visits. Such site visits may include any activities reasonably related to fulfillment of the Commission's oversight responsibilities including, but not limited to, inspection of the facilities; audit of financial books and records; inspection of records maintained by the School; interviews and observations of the principal, staff,</p>

of the principal, staff, school families, <u>staff of an affiliated nonprofit or educational service provider</u> , and community members; and observation of classroom instruction.	school families, and community members; and observation of classroom instruction.
<p>Section <u>14.5</u> Intervention</p> <p><u>Intervention(s)</u> may be initiated when the Commission finds that the School has failed to:</p> <ul style="list-style-type: none"> i. Comply with applicable laws, rules, policies, or procedures; j. Comply with the terms and conditions of this Contract; or k. Meet performance expectations as set forth in <u>any of the Performance Frameworks</u>. <p><u>Upon finding that a School has failed to meet legal or contractual compliance obligations, the Commission and the School shall follow the Intervention Protocol attached as Exhibit D.</u> Failure to invoke the Intervention Protocol shall not be (i) construed as a waiver or relinquishment of any requirement under applicable laws, rules, policies, procedures, contractual terms and conditions, or performance expectations; or (ii) deemed a necessary precedent to non-renewal or revocation.</p>	<p>Section 12.5 Intervention.</p> <p>If the Commission finds deficiencies in the School's performance or legal compliance, the Commission and the School shall follow the Intervention Protocol attached as Exhibit D. Intervention may be initiated when the Commission finds that the School has failed to:</p> <ul style="list-style-type: none"> (a) Comply with applicable laws, rules, policies, or procedures; (b) Comply with the terms and conditions of this Contract; or (c) Meet performance expectations as set forth in the Performance Frameworks. <p>Failure to invoke the Intervention Protocol shall not be (i) construed as a waiver or relinquishment of any requirement under applicable laws, rules, policies, procedures, contractual terms and conditions, or performance expectations; or (ii) deemed a necessary precedent to non-renewal or revocation.</p>
<p><u>Section 15.1 Renewal and Non-renewal</u></p> <p><u>Charter contract renewal and non-renewal shall follow the requirements set in Section 302D-18, HRS. The Commission's renewal and non-renewal criteria and processes are provided within this charter contract as Exhibit E.</u></p>	NO LIKE SECTION
<p><u>Section 15.2 Revocation</u></p> <p><u>The Commission may revoke a charter contract pursuant to Section 302D-18, HRS, and Ch. 8-5-505-15, HAR.</u></p>	NO LIKE SECTION

Section 15.4 Dissolution

In the event that the School ceases operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of this Contract, the School shall cooperate with the Commission in scheduling cessation of operations and shall comply with the Commission's closure policies and protocol.

Section ~~13.2~~ Dissolution.

In the event that the School ceases operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of this Contract, ~~the School agrees to continue to operate its educational program until the end of the school year; provided that if the School voluntarily surrenders this Contract due to lack of funds,~~ the School shall cooperate with the Commission in scheduling cessation of operations. ~~The School shall cooperate with the Commission in ensuring the orderly closure of the School and~~ shall comply with the Commission's closure policies and protocol.

Section 15.5 Financial Insolvency

Pursuant to Section 302D-28.5, any public charter school that becomes financially insolvent shall be deemed to have surrendered its charter. For the purpose of this provision, the School shall be determined to be financially insolvent when it is unable to pay its staff when payroll is due. The School shall cooperate with the Commission in ensuring the orderly closure of the School. The School shall comply with the Commission's closure policies and protocol, once adopted by the Commission.

NO LIKE SECTION

NO LIKE SECTION

~~7.3.3.~~

~~Any other law to the contrary notwithstanding, any categorical exemptions afforded to State agencies from building, zoning, fire, health and safety laws, regulations, codes, standards, and requirements shall not be applicable to the School except as approved by the Commission, which approval shall not be unreasonably withheld. Where necessary, the School shall be responsible for requesting~~

permits and approvals from appropriate governmental agencies in compliance with this subparagraph.

NO LIKE SECTION

Section 14.5 Disputes Resolution

It is the intent of the parties to communicate on a regular basis in a positive and effective manner. The parties agree to communicate areas of concern as they arise and to address those concerns in a professional manner. Any disputes between the Commission and the School which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement, shall be decided by the full Commission in writing, within 90 calendar days after a written request by the School for a final decision concerning the dispute; provided that where a disputes resolution process is defined for a particular program area (e.g., IDEA, Section 504, etc.), the Parties shall comply with the process for that particular program area; and further provided that the parties may mutually agree to utilize the services of a third-party facilitator to reach a mutual agreement prior to decision by the full Commission. Subject to the availability of an appeal under Ch. 302D, HRS, or BOE administrative rules or procedures, any such decision by the full Commission shall be final and conclusive.