

**EXECUTIVE OFFICE ON EARLY LEARNING**

**MEMORANDUM OF AGREEMENT**

To effectuate Act 276, Regular Session of 2019,  
entered into under the authority of HRS 302D-5 and  
SECTION 103D-102(b)(3), Hawaii Revised Statutes,  
SECTION 302D-25(b), Hawaii Revised Statutes  
and

SECTION 3-128-7, Hawaii Administrative Rules

**BASED UPON TRANSACTIONS BETWEEN GOVERNMENTAL ENTITIES**

**WITH THE**

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

**TO ADMINISTER AND DISTRIBUTE FUNDS FOR THE PURPOSE OF  
EARLY CHILDHOOD EDUCATION PREKINDERGARTEN PROGRAMS  
IN CHARTER SCHOOLS**

## **I. PURPOSE**

This Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into by and between the following State of Hawaii entities: The Executive Office on Early Learning (EOEL), whose mailing address is 2759 S. King St., Honolulu, Hawaii 96826; and Hawaii State Public Charter School Commission (COMMISSION), whose mailing address is 1111 Bishop St., Suite 516, Honolulu, Hawaii 96813. EOEL and the COMMISSION are collectively referred to as the “Parties.” The purpose of the MOA is to effectuate Hawaii Revised Statutes (HRS) § 302L-7(a)(1) and Act 276, Regular Session of 2019, and establish a framework of collaboration, as well as articulate specific roles and responsibilities agreed upon by the Parties in support of the State in its implementation of the EOEL Public Prekindergarten Program in the charter schools (SCHOOLS). Each agreement regarding the EOEL Public Prekindergarten Program between the COMMISSION and a SCHOOL shall be documented using a contract between the COMMISSION and each individual SCHOOL.

## **II. RECITALS**

The Executive Office on Early Learning (EOEL) Public Prekindergarten Program, statutorily established in HRS § 302L-7, 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 EOEL Public Prekindergarten Program in the charter schools, the participating SCHOOLS enroll prekindergarten children in the year prior to kindergarten eligibility, with priority given to children who are at risk for experiencing adversities that impact development and learning as determined by State law. SCHOOL Administrators hire prekindergarten Teachers and Educational Assistants (“Teaching Staff”) who meet the established minimum qualifications. The SCHOOL Administrators and Teaching Staff are provided with continual professional learning opportunities in early childhood education, including coaching and mentoring support, by EOEL and the COMMISSION. Classrooms must be designed to support learning experiences in all domains of development and learning. Curriculum, instruction, and assessment are designed and implemented to guide, facilitate, and promote meaningful, inquiry-based learning. SCHOOLS provide reports with information as required by EOEL. SCHOOLS participating in the program shall contribute to the creation of system-wide change by making teaching, classrooms, and school

environments responsive to how young children learn best and aligning prekindergarten through third grade programs.

The Parties, through the MOA, desire to ensure developmentally appropriate and effective learning experiences for young children that contribute to long-range, positive impacts for children as they progress through the following school years – which include improving the quality of staff interactions with children from the start to the end of the school year as evidenced by data obtained through observations conducted using a tool to measure effective teacher-child interactions, 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 assessment tool. The Parties also desire to provide prekindergarten environments that are supportive of, and responsive to, their respective community of families through the engagement of SCHOOL administration and Teaching Staff with families, for the benefit of children's growth and learning.

### III. TERMS

#### A. COMMISSION RESPONSIBILITIES – SCHOOL ACCOUNTABILITY

The COMMISSION shall be responsible for holding the participating SCHOOLS accountable for:

- (1) Annual Progress. Making annual progress toward the implementation of a high-quality early learning program, which aligns prekindergarten 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 EOEL Public Prekindergarten Program in the charter schools based on the SCHOOL's academic year schedule, aligned with the full-day kindergarten classroom hours and schedule of each SCHOOL (HRS § 302L-7(c)).
- (3) No Cost. Offering the EOEL Public Prekindergarten Program in the charter schools at no cost to families.
- (4) Income Verification. Ensuring that all families submit verification of income regardless of the at-risk category under which they are applying.
- (5) Enrollment. Enrolling in the prekindergarten class a maximum of twenty (20) children (HRS § 302L-7(f)) who are four years old on or before July 31 of the school year, as aligned with the DOE kindergarten age entry requirements with priority extended to children who fall into the "at-risk" category, which includes but is not limited to those who are placed through their individualized education

programs in a general education setting, English as a second language learners, in foster care, and/or homeless, and/or whose family income is at or below 300% of the federal poverty guidelines for Hawaii for the year associated with the start of the relevant school year (HRS § 302L-7(c)). Enrollment shall be voluntary (HRS § 302L-7(e)).

The classroom designated for implementation of the EOEL Public Prekindergarten Program in the SCHOOL shall be used solely for the purposes of the EOEL Public Prekindergarten 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 EOEL Public Prekindergarten 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) (HRS § 302L-7(d)).

The SCHOOLS shall adhere to the requirements of the Hawaii Department of Education related to special education. The SCHOOLS shall continue to work with DOE regarding funding for costs associated with the provision of special education services to children.

The SCHOOLS shall collaborate with the Hawaii Department of Education to coordinate services for children with disabilities who are placed in the classroom offered through the EOEL Public Prekindergarten Program in the charter schools. The SCHOOLS shall each appoint a 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 the SCHOOLS for the purposes of the EOEL Public Prekindergarten 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. The SCHOOLS

shall adhere to the standards for curriculum design and implementation, instructional and assessment practices, and professional learning support as determined by EOEL. EOEL shall support the COMMISSION in working with the SCHOOLS 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 prekindergarten classroom that are aligned with Department of Human Services group child care licensing standards.
- (10) **Staff Qualifications.** Hiring Teacher(s) and Educational Assistant(s) who 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 Hawaii Administrative Rules 8-54-1.1, and meet Hawaii 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 (HRS § 302L-7(g)(5)); and
  - 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™ (HRS § 302L-7(g)(6)).
  - c. The COMMISSION shall provide EOEL with identifiable information relating to the license and credentials of 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 EOEL Public Prekindergarten 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 EOEL Public Prekindergarten Program in the charter schools (HRS § 302L-7(j)); and
  - b. Including Teaching Staff in SCHOOL meetings and activities to promote alignment between all grade levels, programs, and settings (HRS-§ 302L-7(k)).
- (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 four (4) joint professional learning sessions throughout the school year that are delivered by EOEL. The COMMISSION's coaches, all individuals who directly oversee the coaches, and all individuals who make programmatic decisions related to the EOEL Public Prekindergarten Program in the charter schools, shall also attend these sessions and participate with EOEL in the preparation for these sessions;
- b. Teachers shall attend six (6) joint professional learning sessions throughout the school year that are delivered by the COMMISSION's Early Learning Instructional Coaches and all individuals who directly oversee the coaches. EOEL staff may also attend these sessions;
- c. Designated Administrators shall attend two (2) additional professional learning sessions throughout the school year that are delivered by EOEL. The COMMISSION's coaches, all individuals who directly oversee the coaches, and all individuals who make programmatic decisions related to the EOEL Public Prekindergarten Program in the charter schools, shall also attend these sessions and participate with EOEL in the preparation of these sessions;
- 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 EOEL or the COMMISSION; provided that the SCHOOLS have funding available to cover the associated costs, including substitute teachers and neighbor island travel. EOEL and COMMISSION staff may also attend these sessions;
- f. If a SCHOOL wishes to include other SCHOOL staff in these professional learning sessions and meetings to promote alignment between all grade levels, programs, and settings (HRS § 302L-7(i)), the SCHOOL shall use its own funds to cover the associated costs; provided EOEL gives approval for sessions and meetings delivered or sponsored by EOEL, and the COMMISSION gives approval for sessions and meetings delivered or sponsored by the COMMISSION; and
- g. The COMMISSION's coaches, all individuals who directly oversee the coaches, and all individuals who make programmatic decisions related to the EOEL Public Prekindergarten Program in the charter schools, shall participate in a professional learning community that is facilitated by EOEL.

(14) Prekindergarten Classroom Obligations.

- a. Implement Developmentally Appropriate Program. Ensuring the

implementation of a developmentally appropriate program aligned with the Hawaii Early Learning and Development Standards (HRS § 302L-7(g)(4)) 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) discipline-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 continua.
  - 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 (HRS § 302L-7(g)(2)), with the classroom assessment tool required by EOEL to report on children's development/progress over three reporting periods, based on the schedule required by EOEL.
  - d. Observations of Teacher-Child Interactions. Ensuring that staff participate in observations conducted using a tool to measure effective teacher-child interactions (HRS § 302L-7(g)(1)) conducted by a certified observer who is employed or contracted by the COMMISSION at least two times per school year – once in the September-October window, and once in the March-April window – and that staff use the feedback provided to improve teacher-child interactions. Observations shall not be used for the purposes of teacher evaluation. (HRS § 302L-7(g)(1))
  - e. 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 (HRS § 302L-7(g)(3)).
- (15) Early Learning System. Working in partnership with the COMMISSION, with support provided by EOEL, to promote the development of a cohesive, comprehensive, and sustainable early learning system, 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
- iv. Home-based instruction program providers; and

b. Collaborating with early intervention programs (HRS § 302L-7(n)).

(16) Surveys and Evaluations. Participating, as requested, in an annual survey as well as evaluations conducted by the COMMISSION on behalf of EOEL. EOEL 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 EOEL Public Prekindergarten Program in the charter schools based on these results (HRS § 302L-7(o)). These obligations shall survive termination or expiration of this MOA.

(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 EOEL (HRS § 302L-7(o)):

- a. Assessments conducted using a classroom assessment tool. Reporting shall be completed for each child enrolled based on checkpoint due dates established by EOEL.
- b. Observations conducted using a tool to measure effective teacher-child interactions at least two times per school year – September-October, and March-April.
- c. The annual survey conducted by the National Institute for Early Education Research regarding state-funded preschool programs. The COMMISSION shall provide, including in aggregate, the data necessary for EOEL to respond to the survey. This obligation shall survive termination or expiration of this MOA.
- d. The annual report to the Legislature regarding State-funded prekindergarten programs as required by Act 276, Regular Session of 2019. The COMMISSION shall provide to EOEL, including in aggregate, the data necessary for EOEL to complete the report. This obligation shall survive termination or expiration of this MOA.
- e. Quarterly reports on applications, enrollment, staffing, and any other information required by EOEL for reporting purposes, to be submitted by the fourteenth business day following the end of each quarter pursuant to the SCHOOL's kindergarten calendar. An end-of-year report on applications, enrollment, staffing, and any other information required by EOEL for reporting

purposes, shall also be submitted by the fourteenth business day following the end of the last quarter pursuant to the SCHOOL's kindergarten calendar.

These obligations shall survive termination or expiration of this MOA.

- f. A written plan for the next two to three years to promote, within the SCHOOL 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 EOEL Public Prekindergarten 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. (HRS § 302L-7(l))
- g. For evaluating the efficacy of and making any improvements to the EOEL Public Prekindergarten Program in the charter schools.

All reports shall be reviewed by the COMMISSION for accuracy and completeness. The COMMISSION shall provide copies of these reports to EOEL, and aggregate information as requested by EOEL.

- (18) Recordkeeping. Maintaining accurate recordkeeping of all purchases where EOEL Public Prekindergarten Program funds are utilized. The SCHOOL shall send all fiscal reports to the COMMISSION as requested by the COMMISSION.

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

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

- (1) Personnel.

At a minimum:

- a. Hire Early Learning Instructional Coaches to provide direct and adequate support to the SCHOOLS in their implementation of the EOEL Public Prekindergarten Program in the charter schools. An Early Learning Instructional Coach shall have at least the same qualifications as those of a Teacher pursuant to Section III.A.10.a.
- b. 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 the SCHOOLS necessary to incorporate the high-quality standards developed

pursuant to HRS § 302L-7(g).

- (3) Monitoring and Review. Monitor the SCHOOLS' implementation of the EOEL Public Prekindergarten Program. In addition to meetings between the MOA Administrators as needed, the COMMISSION shall meet at least biannually with EOEL to discuss implementation of the EOEL Public Prekindergarten Program at the SCHOOL and COMMISSION levels, 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) Contracts with the SCHOOLS. Each agreement regarding the EOEL Public Prekindergarten Program between the COMMISSION and a SCHOOL shall be documented using a contract between the COMMISSION and each individual SCHOOL. The COMMISSION shall provide copies of each contract to EOEL.
- (6) Funding. Allocate funding to the SCHOOLS as provided for by Act 276, Regular Session of 2019, for the purposes of the EOEL Public Prekindergarten Program. The COMMISSION shall reimburse each SCHOOL for all costs and expenses incurred by the SCHOOL's participation in the EOEL Public Prekindergarten Program in the charter schools.

Any items purchased using EOEL Public Prekindergarten Program funds shall be considered to be the property of EOEL and inventoried by the SCHOOL.

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

- (7) Remaining Funds. All funds allocated to SCHOOLS pursuant to Act 276, Regular Session of 2019, for the purposes of the EOEL Public Prekindergarten Program, that are unencumbered by June 30 of each school year shall be returned to EOEL. This obligation shall survive termination or expiration of this MOA. The Commission shall provide EOEL access to the bank account that receives funding for the EOEL Public Prekindergarten Program.
- (8) Budget and Expenditure Reports. Submit a budget breakdown of the total funding provided to the COMMISSION for the purposes of implementing the EOEL Public Prekindergarten Program in the charter schools within 30 days of the start of the school year. Submit an expenditure report for each classroom and on the COMMISSION level no later than the fourteenth business day of the month following the end of each quarter of the calendar year. These obligations shall survive termination or expiration of this MOA. EOEL may work with the COMMISSION to evaluate services provided and make any improvements to

implementation of the EOEL Public Prekindergarten Program in the charter schools based on these reports (HRS § 302L-7(o)).

- (9) Termination of School Participation in Program. In the event that a SCHOOL 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 EOEL Public Prekindergarten Program, or a SCHOOL decides to terminate that contract or any renewal term, the COMMISSION shall inform EOEL of the termination with 90 days prior written notice, or if the SCHOOL terminates the contract less than 90 days before the end of the contract or renewal term, then the COMMISSION shall inform EOEL within two weeks after notification from the SCHOOL. Upon termination of the contract, the COMMISSION shall collect and return to EOEL any unspent funds allocated to the SCHOOL, and any items purchased using EOEL Public Prekindergarten Program funds shall be returned to EOEL.

### C. EOEL RESPONSIBILITIES

EOEL agrees to the following terms. In addition to the other responsibilities stated in this MOA, EOEL shall:

- (1) Funding. Provide funding to the COMMISSION as appropriated by the Legislature for the purpose of implementing eighteen (18) EOEL Public Prekindergarten Program classrooms in the charter schools that were funded by the federal Preschool Development Grant through School Year 2018-2019, specifically: on O'ahu, Kamaile Academy Public Charter School (3 classrooms), Ke Kula 'o Nāwahīokalani'opu'u Iki Laboratory Public Charter School Nanakuli campus (1 classroom), Ke Kula O Samuel M. Kamakau Laboratory Public Charter School (1 classroom), Wai'ālae Elementary Public Charter School (2 classrooms); on Hawai'i Island, Na Wai Ola Public Charter School (1 classroom), Laupāhoehoe Community Public Charter School (2 classrooms), Ke Kula o Nāwahīokalani'opu'u Iki Laboratory Public Charter School Hilo and Waimea campuses (2 classrooms), Ka 'Umeke Kāeo Public Charter School (1 classroom), Kua O Ka Lā New Century Public Charter School (2 classrooms), Volcano School of Arts & Sciences (1 classroom); on Moloka'i, Kualapu'u School A Public Conversion Charter (1 classroom); and on Kaua'i, Ke Kula Niihau O Kekaha (1 classroom). These funds shall be provided to the COMMISSION for:
- a. Distribution to public charter schools that have prekindergarten classrooms as allowed under the EOEL Public Prekindergarten Program for:
    - Personnel costs equivalent to one (1) full-time prekindergarten Teacher

and one (1) full-time prekindergarten Educational Assistant for each classroom; and

- 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 EOEL Public Prekindergarten 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 EOEL (HRS § 302L-7(i)) and the COMMISSION, and approved by the SCHOOL Administrator; and
  - Leasing and/or rental of facilities associated with implementation of the EOEL Public Prekindergarten 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 EOEL and the COMMISSION;
- b. The COMMISSION staff specified in Section III.B.1;
- c. For the COMMISSION's coaches, all individuals who directly oversee the coaches, and all individuals who make programmatic decisions related to the EOEL Public Prekindergarten Program in the charter schools, to participate in meetings related to the professional learning community that is facilitated by EOEL; and
- d. Other administrative costs of the COMMISSION, specific to implementation of the EOEL Public Prekindergarten Program in the charter schools.

#### **D. JOINT RESPONSIBILITIES**

The Parties agree to the following terms:

- (1) Coordination. EOEL and the COMMISSION shall coordinate in the areas of assessments, data sharing, instructional tools, family engagement, cross-sector and comprehensive service efforts, professional learning, and workforce and leadership development.
- (2) Program Evaluation. EOEL may work with the COMMISSION to evaluate services provided and make any improvements to implementation of the EOEL Public Prekindergarten Program in the charter schools based on these reports (HRS § 302L-7(o)).

(3) Contact Persons.

- a. EOEL and the COMMISSION 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.
- b. Contact Persons from EOEL and the COMMISSION shall meet at least once a month and more frequently if needed to facilitate cooperation under this MOA.

(4) Non-compliance with MOA.

- a. If EOEL determines that the COMMISSION is not complying with the terms of this MOA, EOEL shall notify the COMMISSION in writing of its deficiencies;
- b. The COMMISSION shall respond within thirty (30) days of receipt of the written notification and submit a plan of action in writing; and
- c. The COMMISSION 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 two (2) state fiscal years (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 EOEL and the COMMISSION.

**C. PERFORMANCE PERIOD**

The COMMISSION 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**

- (1) Disputes Between EOEL and the COMMISSION. In the event there is a dispute

between EOEL and the COMMISSION, the EOEL Director and COMMISSION Executive Director shall work to resolve the dispute within 60 business days. If the EOEL Director and COMMISSION Executive Director cannot resolve the dispute, the Early Learning Board Chair or Early Learning Board Chair's designee, and the COMMISSION Chair or COMMISSION Chair's designee, together with the EOEL Director and COMMISSION Executive Director, shall work together to reach resolution.

#### **E. MOA TERMINATION**

Upon termination of this MOA or any renewal term by either EOEL or the COMMISSION, all unspent funds and items purchased with funds provided through the EOEL Public Prekindergarten Program shall be returned to EOEL.

#### **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 will be provided to EOEL and the COMMISSION upon execution to the EOEL Director and COMMISSION Executive Director.

#### **G. ENTIRE AGREEMENT**

This is the entire agreement between DOE and EOEL. 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 EOEL.

(1) EOEL:

The MA for EOEL shall be the EOEL Director, who may be contacted as follows:

Lauren Moriguchi

Mailing Address: 2759 S. King St., Honolulu, Hawaii 96826

Phone: (808) 784-5350 / Fax: (808) 973-9770

Email: lauren.k.moriguchi@hawaii.gov

The EOEL 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 the COMMISSION, 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) COMMISSION:

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

Sione Thompson

Mailing Address: 1111 Bishop St., Suite 516, Honolulu, Hawaii 96813

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

Email: sione.thompson@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;
- Ensuring that the SCHOOLS that sign a contract to participate in the EOEL Public Prekindergarten 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) EOEL:

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

Coleen Momohara, Educational Specialist

Mailing Address: 2759 S. King St., Honolulu, Hawaii 96826

Phone: (808) 784-5350 / Fax: (808) 973-9770

Email: coleen.momohara@k12.hi.us

(2) 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.D.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: 1111 Bishop St., Suite 516, Honolulu, Hawaii 96813  
Phone: (808) 586-3775 / Fax: (808) 586-3776  
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**SIGNATURES**

**EXECUTIVE OFFICE ON EARLY LEARNING (EOEL)**

  
\_\_\_\_\_  
Lauren Moriguchi, Director

10/14/2019  
Date

APPROVED AS TO FORM

By:

  
\_\_\_\_\_  
Kevin M. Richardson, Deputy Attorney General

9/27/19  
Date

**HAWAII STATE PUBLIC CHARTER SCHOOL COMMISSION**

  
\_\_\_\_\_  
Sione Thompson, Executive Director

9/25/19  
Date

APPROVED AS TO FORM

By:

  
\_\_\_\_\_  
Kunio Kuwabe, Deputy Attorney General

9/24/2019  
Date