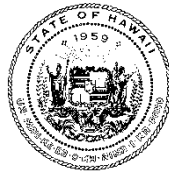


DAVID Y. IGE
GOVERNOR



LANCE A.
MIZUMOTO
CHAIRPERSON

STATE OF HAWAII
BOARD OF EDUCATION
P.O. BOX 2360
HONOLULU, HAWAII 96804

October 4, 2016

TO: Board of Education

FROM: Lance A. Mizumoto
Chairperson, Board of Education

AGENDA ITEM: Board Action on Memorandum of Understanding between the Board of Education and Kamehameha Schools concerning alignment of collaborative activities toward shared educational outcomes, measures, and targets leading to post-secondary completion for all Native Hawaiian students and the advancement of Hawaiian culture-based education and the Hawaiian language

The Board of Education ("Board") and Kamehameha Schools are committed to the education of Hawaii's students. Both parties partnered in the past, continue to partner today, and are looking at better ways to partner in the future. Because each party has very broad missions, however, the parties wanted to partner in a more strategic way that would ensure that the resources of each would be used to their fullest potential.

The first step of this strategic partnership is a memorandum of understanding ("MOU"), which is designed to provide a framework that would guide the collaborative activities of the parties and allow for each to gain a better understanding of the other's strategies. Because each party has such broad missions, the MOU is not intended to limit the activities of either. Instead, it is designed to allow the parties approach their missions strategically, find places where their missions intersect, and focus attention on these intersections. A draft of the MOU is attached as **Exhibit A**.

In the recitals, the MOU describes the intention of each of the parties and lays out the purposes of the MOU, which include a desire to better understand each other's

intentions, affirm shared commitments, and develop a guiding framework to coordinate collaborative activities.

The shared commitments, which are the subject of this MOU are the shared educational outcomes, measures, and targets leading to post-secondary completion for all Native Hawaiian students and the advancement of Hawaiian culture-based education and the Hawaiian language (“Shared Commitments”).

The guiding framework is also described in the MOU. The MOU may be implemented through binding Memorandum of Agreements (“MOA”) that are separately negotiated. The MOU includes a description of some of the areas that Kamehameha Schools has interest in, including, but not limited to, implementation of Hawaiian culture-based education and an early learning system. The MOU is non-exclusive and the parties can collaborate with other funders and collaborators. The parties will communicate and annually review progress on their Shared Commitments.

The MOU is set to terminate at the end of the 2019-2020 school year. This date was chosen because it allows the parties to revisit the MOU after allowing for a couple of years for implementation of various projects and programs.

The MOU has been reviewed by the Board’s Deputy Attorney General and has been approved as to form.

I believe that this MOU is a positive step toward in finding strategic alignment between partners in education and ask that the Board approve this MOU.

Proposed Motion: That the Board of Education approve the Memorandum of Understanding (“MOU”) attached to this memorandum, dated October 4, 2016 and authorize Lance Mizumoto, Board Chairperson to sign the MOU on behalf of the Board.

Exhibit A
Draft Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) dated _____, 2016 (the “effective date”) by and between the BOARD OF EDUCATION OF THE STATE OF HAWAII (“Board of Education”) and the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP dba KAMEHAMEHA SCHOOLS (“Kamehameha Schools”), a Hawai‘i charitable educational trust (collectively, the Board of Education and Kamehameha Schools will be referred to herein as the “Parties”).

RECITALS

A. **Board of Education Intention.** The Board of Education is the governing body of Hawai‘i’s statewide system of public schools, and libraries, established by the Constitution of the State of Hawai‘i and whose joint mission with the Department of Education of the State of Hawaii (“Department of Education”) is to serve our community by developing the academic achievement, character, and social-emotional well-being of our students to the fullest potential. The Board of Education and Department of Education work with partners, families, and communities to ensure that all students reach their aspirations from early learning through college, career, and citizenship. The Board of Education and Department of Education have a joint Strategic Plan 2011-2018 with goals and strategies to achieve a joint mission. The Hawai‘i public school system currently educates over 47,000 Native Hawaiian students annually. The Department of Education is interested in aligning its systems with Nā Hopena A‘o (“Hā”); ensuring Hawai‘i’s public education system embodies Hawaiian values, language, culture, and history and that Hawaiian language, culture, and history is an integral part of Hawaii’s education standards for all students; and that Ka Papahana Kaiapuni provides students a Hawaiian bicultural and bilingual education with curriculum and standards that prepare students for college, careers, and to be community contributors.

B. **Kamehameha Schools Intention.** Kamehameha Schools is a charitable educational trust whose mission is to fulfill Ke Ali‘i Bernice Pauahi Bishop’s desire to create educational opportunities in perpetuity to improve the capability and well-being of people of Hawaiian ancestry. These educational opportunities must enable each Native Hawaiian to determine the future for themselves and our lāhui. As such, Kamehameha Schools has developed a Strategic Plan 2020 and Strategic Vision 2040 that seeks to advance and sustain positive educational outcomes for all Native Hawaiians in the state of Hawai‘i, including those in Hawai‘i’s public school system. Kamehameha Schools is interested in investing in public education partnerships and investments that show a strong commitment to the success of Native Hawaiians. These strategic investments will focus on building upon and nurturing the multiple assets of Native Hawaiian students through Hawaiian culture-

based education; community empowerment through regional collective-impact efforts; post-secondary educational attainment; and leadership. These investments will be developed in local communities as well as with state level partnerships, with the intention that these investments will lead to improvements that can be scaled and operationalized toward lasting systemic change in public education.

- C. **Purposes of this MOU.** Through this MOU, the Parties desire (1) to better understand each other's intentions, as set forth in the Recitals; (2) to affirm shared commitments, as set forth in Section 1 below; and (3) to develop a guiding framework to coordinate collaborative activities under this MOU, as set forth in Section 2 below.

NOW, THEREFORE, the Parties set forth these non-binding terms under this MOU:

TERMS

1. **Shared Commitments.** The Parties are committed to determining where their intentions intersect and aligning their collaborative activities under this MOU toward shared educational outcomes, measures, and targets leading to post-secondary completion for all Native Hawaiian students and the advancement of Hawaiian culture-based education and the Hawaiian language ("Shared Commitments").
2. **Guiding Framework.** The Parties will follow this guiding framework for collaborative activities under this MOU:
 - a. *Memorandum of Agreements.* This MOU may be implemented through binding Memorandum of Agreements ("**MOAs**") that will be separately negotiated and agreed to.
 - b. *Potential MOAs.* Kamehameha Schools desires to enter into future MOAs with the Department of Education and/or its complex areas or schools, that support these collaborative actions, including, but not limited to: (1) statewide or system policies that implement Hawaiian culture-based education; (2) autonomy and supports for Native Hawaiian charter schools (3) initiatives that innovate and advance successful solutions within communities (4) a shared data and research agenda and (5) an early learning system for the success of our youngest children.
 - c. *Other Collaborations.* The Parties will promote, as appropriate, other collaborations with other funders and collaborators as possible means of advancing their Shared Commitments.

- d. *Annual Review.* On an annual basis, the Parties will endeavor to review progress on the Shared Commitments and the activities under the purview of this MOU.
- e. *Communications.* During the term of this MOU the Parties will continue to communicate with each other on the activities under the purview this MOU.
- f. *Point of Contact.* Each Party will designate one individual to serve as its point of contact. Initially, the following persons shall be the designated contacts for this MOU, and they may further delegate:

For Board of Education:
Lance Mizumoto
Board Chairperson

For Kamehameha Schools:
Jack Wong
Chief Executive Officer

- 3. **Non-Binding MOU.** This MOU is not a legally binding MOU and neither of the Parties shall have any legal obligation or liability to the other with respect to the matters set forth in this MOU. Either Party may, without liability, terminate discussions with the other on any of the matters set forth in this MOU at any time. Nothing in this MOU shall be deemed to constitute the Parties hereto as partners, joint venturers, employer and employee, or principal and agent. This MOU is being entered on a non-exclusive basis and does not preclude the Parties from entering into agreements with other parties.
- 4. **Term.** This MOU is effective on the “Effective Date” and will terminate on June 30, 2020. Either party may terminate this MOU at any time upon thirty (30) days’ prior written notice.
- 5. **Authority.** The Board of Education is entering into this MOU pursuant to the powers enumerated in Hawai’i Revised Statutes, Section 312-2, as in effect on the Effective Date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be dully executed by their respective duly authorized representatives of each as of the Effective Date.

BOARD OF EDUCATION OF THE STATE OF HAWAII

Approved As to Form:

By _____

Deputy Attorney General

Its _____

TRUSTEES OF THE ESTATE OF BERNICE PAUHI
BISHOP ESTATE dba KAMEHAMEHA SCHOOLS

Approved as to Form:

By: Livingston "Jack" Wong
Its: Chief Executive Officer

KS Legal Group