

SCHOOL CODE

The Standards of Practice covering 5000 Series, certificated personnel, are still in review. In the meantime, the personnel procedures, regulations and guidelines for certificated employees (teachers and educational officers) can be found in the School Code, 5000 Series (Certificated Personnel), which can be accessed in this document or, for current employees, on the Office of Human Resources intranet.

Please note that the linked materials include relevant Board of Education policies, although some policies and numbers may have changed as a result of the Board's update of its policies.



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

OFFICE OF HUMAN RESOURCES

November 27, 2002

**MEMO TO: RECIPIENTS OF THE SCHOOL CODE, CERTIFICATED PERSONNEL
POLICIES AND REGULATIONS (5000 SERIES)**

Claudia Chun
**FROM: Dr. Claudia Chun
Personnel Director**

**SUBJECT: REVISION OF SCHOOL CODE, CERTIFICATED PERSONNEL POLICIES
AND REGULATIONS (5000 SERIES)**

Please revise your School Code, Certificated Personnel Policies and Regulations (5000 Series), in the blue binder, as follows:

Remove pages 5100-1, 5100-2 and 5100-2a, Policy #5100 (blue) and replace with attached pages 5100-1, 5100-2 and 5100-2a

Place this memorandum in the front part of the 5000 Series to indicate that the revision has been inserted in the binder.

Attachment



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

OFFICE OF HUMAN RESOURCES

January 8, 2002

MEMO TO: RECIPIENTS OF THE SCHOOL CODE, CERTIFICATED
PERSONNEL POLICIES AND REGULATIONS (5000 SERIES)

FROM: Renee Tarumoto, Assistant Superintendent
Office of Human Resources

A handwritten signature in black ink, appearing to read "Renee Tarumoto", written over the printed name in the "FROM" field.

SUBJECT: REVISION OF SCHOOL CODE, CERTIFICATED PERSONNEL
POLICIES AND REGULATIONS (5000 SERIES)

Please revise your School Code, Certificated Personnel Policies and Regulations
(5000 Series), in the blue binder, as follows:

Remove page 5300-1 of Policy #5300 (Blue) and replace with attached
page 5300-1.

Remove page 5300-11 of Regulation #5301 (White) and replace with
attached page 5300-11.

Insert page 5300-14a (Yellow) in the 5300 section.

Place this memorandum in the front part of the 5000 Series to indicate that the revision
has been inserted in the binder.

RT: di

Attachments

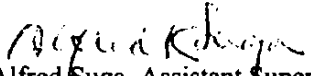


STATE OF HAWAII
DEPARTMENT OF EDUCATION
P.O. BOX 2360
HONOLULU, HAWAII 96804

DIVISION OF ADMINISTRATIVE SERVICES
Personnel Services Branch

October 30, 2001

MEMO TO: RECIPIENTS OF THE SCHOOL CODE, CERTIFICATED PERSONNEL POLICIES
AND REGULATIONS (5000 SERIES)

FROM: 
Alfred Suga, Assistant Superintendent
Division of Administrative Services

SUBJECT: REVISION OF SCHOOL CODE, CERTIFICATED PERSONNEL POLICIES AND
REGULATIONS (5000 SERIES)

Please revise your School Code, Certificated Personnel Policies and Regulations (5000 Series), in the blue binder, as follows:

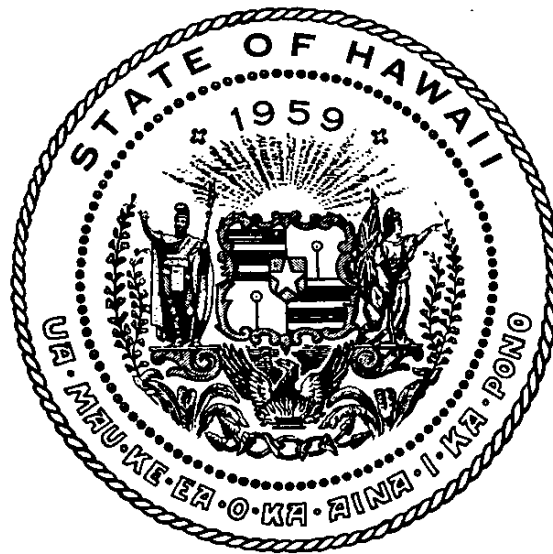
Remove page 5500-49 Regulation #5506 (white) and replace with
attached pages 5500-49 and 5500-50.

Place this memorandum in the front part of the 5000 Series to indicate that the revision has been
inserted in the binder.

Attachment

SCHOOL CODE

Certificated Personnel Policies and Regulations (5000 Series)





**The Honorable Linda Lingle
Governor, State of Hawai'i**

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SCHOOL CODE

PERSONNEL SERIES #5000

INTRODUCTION

The School Code, Certificated Personnel Policies and Regulations (5000 Series), was approved by the Board of Education on June 19, 1986. While the material provided is for the information and use of all Department of Education employees, it is more specifically intended to place at the fingertips of administrative personnel the knowledge needed to carry out personnel management functions and programs.

In its broader application, the School Code is a means of communicating to certificated employees their rights, privileges, benefits, obligations, responsibilities, and associated procedures.

The Personnel Series is intended to assure that employees are treated in a comparable manner. To this end, the Department of Education's personnel policies, regulations and procedures are predicated on the philosophy that they should be standard and uniformly applied throughout the State, unless a cogent reason exists for exception.

The School Code is also a "living" document which is subject to revision due to changes in departmental programs and practices, negotiated labor agreements and amendments to federal and State statutes. Therefore, recipients of the School Code may expect notices from time to time to revise, add or delete portions of this series. At such times, to keep the School Code up to date, just take a moment to place the new sheets in it the day they arrive. Be sure to destroy the old version of a page when you add its new replacement.

SCHOOL CODE

PERSONNEL SERIES #5000

PUBLICATION ORGANIZATION

The Personnel Series encompasses the 5000 number series of the Department of Education Code, which is numbered 1000 through 9000. Each series is differentiated from other numbered series by the color of its binder. The binder for the 5000 Series is light blue.

The 5000 Series has been organized into general subject categories, identified by title and basic numbers as follows:

Preface, Profiles and Definitions	-	5000
Recruitment & Employment	-	5100
Compensation & Classification	-	5200
Certification	-	5300
Leaves of Absence	-	5400
Personnel Relations & Employee Benefits	-	5500
Personnel Development	-	5600
Negotiation & Bargaining	-	5700
Personnel Forms	-	5800
Index	-	5900

Publications are color-coded and placed within the appropriate category in the following order:

Policy	-	Blue
Regulation	-	White
Procedure	-	Canary

Policies are official pronouncements of the Board of Education presented in unnumbered, unlettered paragraphs. Regulations are Department of Education Directives presented in alpha outline format. Procedures are statements of initiating actions presented in numeric outline.

The numbering system is planned to be simple yet flexible in order to permit a substantial degree of expansion or contraction. It provides for ten major categories. Each major category can be divided into 99 sub-categories, each of which can be further extended by the addition of a decimal point, e.g., (5102.1). As presently arranged, each regulation with its associated policy and procedure is identified by its basic sub-category, e.g., 5102. In instances where more than one procedure pertains to a regulation, the supporting procedures are numbered in decimal series, e.g., 5201.1, 5201.2, etc. This provides a certain amount of internal control - if you have Procedure #5201.8, you know that there is, or has been, a Procedure #5201.6 pertaining to the subject matter of Regulation #5201.

If a sub-category (5203) is changed by deletion or amendment, it will be reissued as soon as possible with the effective date indicated at the end of the publication. Any new policy, regulation or procedure will be, upon adoption, assigned an appropriate number and distributed to all Code recipients for insertion in the School Code.

It is recommended that offices or organizations having more than one copy of the School Code number them for accountability and to allow for periodic inventory to assure currency. All obsolete publications should be destroyed when replaced or rescinded.

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PREFACE

MISSION

The mission of the Department of Education is to educate students in the public schools of Hawaii. It is the purpose of the Department to develop students to become literate, responsible and self-fulfilled members of our democratic society. It is the function of the Office of Personnel Services in this mission to ensure optimal levels of student achievement and performance by providing a work force of peak performing employees.

PERSONNEL SERVICES

The Office of Personnel Services exists to provide comprehensive personnel services which actively support the delivery of the best education to students. The best education shall be interpreted as that sequence of instruction and educational experiences effectively taught by selected personnel in a caring and supportive environment. The end products of such experiences are responsible and responsive members of society who are literate, self-motivated, and knowledgeable. It is the goal of the Office of Personnel Services to have a work force of employees who are capable, qualified and strongly committed to put forth maximum effort to help students attain ever higher levels of performance and achievement.

The comprehensive system of personnel services shall include the following major programs:

1. Personnel Needs. Goals of this program are timely and accurate forecasting of personnel needs, the continuous availability of capable and qualified job applicants, the meticulous screening and selection of the most promising applicants, the assurance of continued growth

and development of all employees, and the provision of a support system to evoke the best performance from the Department's work force.

2. Employee Services and Benefits. This program is designed to provide such employee-related administrative services as hiring, certification, placement, pay and benefits.
3. Labor Relations. This program strives to promote, on a proactive basis, cooperative relationships with employees and employee collective bargaining representatives, and endeavors to promote a climate of mutual trust and understanding to obtain and sustain the best efforts from its employees and students.

PROFESSIONAL PERSONNEL

Teachers and school administrators are key personnel in the delivery of instruction and instructional services to the students, with other professionals providing continuous support. The Department seeks to provide the best possible education to its youngsters through the enlightened services of those key individuals and other professional support who most closely match the Department's profiles of an effective teacher, administrator, and educational administrator. (Please see Personnel Series 5001, 5002 and 5003.)

PRINCIPLES AND CONCEPTS

Education is a people intensive endeavor. Accordingly, the Department's personnel program must be premised on a human-sensitive philosophy that encourages the highest level of achievement from its employees and students. All employees can be expected to put forth their best professional efforts in a climate of mutual respect, trust and consideration as evidenced by healthy relationships, genuine recognition of each person's worth, and by unimpeded communication.

The natural tension between personal needs and institutional goals can be creatively resolved when guided by the concepts of broad-based participation in decision making, clear and open communication, high performance expectations, unity of purpose, improvement-directed actions, recognition of achievement and supportive attention to the personal and professional needs of individuals.

In a network of professionals, decision-making resides at the levels of critical operations and is controlled by clearly articulated and universally accepted institutional principles. Management in such a setting is achieved through a systematic review of results or outcomes and of the enabling processes to achieve the internalized goals of the system. Therefore, wherever possible and feasible, monitoring of program activities shall be by periodically scheduled post-audit, the results of which will be used to reaffirm or redirect energies and efforts to more effectively achieve the targeted goals of the Department.

ADMINISTRATIVE PARAMETERS

The Department's personnel programs shall operate within the parameters set by applicable federal laws, State of Hawaii statutes, Board of Education policies, employee collective bargaining agreements, Department rules and regulations and executive orders and directives. These programs shall be further guided by the standards set by the merit principle and by concepts of equal employment opportunity and affirmative action to ensure that no discrimination based on race, color, religion, sex, age, marital status and/or national origin shall exist at any level in the system.

Adopted 6/86

PROFILE OF AN EFFECTIVE TEACHER

I. INTRODUCTION

Teaching is a unique profession, where teachers are continuously discovering, incorporating and applying new and more effective skills and knowledge about student learning and development. It is also a satisfying and challenging profession where every practitioner must persevere and strive to attain ever higher levels of success in shaping and guiding the growth and development of all students to become productive citizens of the future.

II. MISSION CENTERED ON THE STUDENT LEARNER

An effective teacher focuses fundamentally on providing for a student's long-term development into a self-responsible, independent learner. The effective student learner is one who acquires the basic skills necessary to achieve autonomy, literacy, responsibility to self and others, and the desire or capacity to continue to learn and grow for a lifetime. The ultimate student outcome is a positive, confident, competent, caring learner who is able to take the initiative, problem-solve, set goals, and make decisions that help him or her to continuously adapt and prosper in a rapidly changing technological society.

Skills and attributes which are critical for this century and the next are different, not stable and predictable, but fluid and dynamic. Our educational system must develop citizens and workers who can govern themselves, who are flexible, resourceful and able to deal with open-endedness, complexity, the global perspective, the information explosion, and other technologies, while still maintaining a set of values, individual stability, and integrity. Students must be able to internalize content so as to be able to use it spontaneously and appropriately in changing contexts. Students need to learn how to learn and to be responsible for their own learning as well as to contribute as competent citizens to social harmony.

The statewide student performance standards for Hawaii delineate the

following skills and attitudes as general learner outcomes which all teachers must help students develop:

1. The ability to be responsible for one's own learning.
2. The ability to work with others.
3. The ability to use complex thinking and problem solving skills.
4. The ability to recognize and produce quality work.

Teaching is more than knowing subject matter and clearly presenting it; teaching involves knowing how students think and feel, their preconceptions and misconceptions, what genuinely gets their attention, and how to build their desire to learn from within themselves. The commitment and dedication of the professional, therefore, must be to persevere in finding the ways to build independence in the learner and nurture the natural curiosity of the student. Intrinsic motivation is a complex and elusive component of learning that requires the commitment of teachers to address it, emphasize it and nurture it in every learner. Without desire, the learner may not truly retain or apply knowledge and skills. The teacher should identify interests and points of personal relevance, provide for emotionally and developmentally appropriate experiences and adjust instruction to engage learners and to encourage them to want to learn more, no matter how challenging the task may be.

Also, basic to the role of the teacher is creating a community of learners within the classroom and school where students may trust, feel safe, experience a sense of success and accomplishment, develop integrity, self-discipline, empathy, responsibility to self and others, and a love of learning. Teachers, therefore, must convey, by example, values such as honesty, fairness, respect for individuals and pride in success. Moreover, the teacher is a learner, too, serving as a model for students of active, continuous, life-long learning.

Teachers in the Department of Education must possess and demonstrate a central core of competencies in order to teach and be a model for students of an adult functioning successfully in a highly complex society.

III. TEACHER COMPETENCY

Model standards for teachers, developed by the Interstate New Teacher Assessment and Support Consortium (INTASC) under the auspices of the Council of Chief State School Officers (CCSSO), were used to identify ten basic areas of teacher competency for this profile. The effective teacher must perform satisfactorily according to the following areas of teaching competency:

FOCUS ON THE LEARNER

MANAGING A POSITIVE LEARNING ENVIRONMENT

ADAPTING TO LEARNER DIVERSITY

COMMUNICATING IN THE CLASSROOM

PLANNING

CONCEPTS

STUDENT LEARNING

ASSESSMENT

PROFESSIONALISM

SCHOOL COMMUNITY

FOCUS ON THE LEARNER

The effective teacher:

Understands how children learn and develop, and engages students in appropriate experiences that support their development as independent learners.

Strives to help students become independent learners.

Encourages students to assume responsibility for their own learning, shaping tasks and pursuing their own goals and aspirations.

Cares about students and perseveres in nurturing their desire to learn and achieve.

Relates to student experiences, personal interests, and meaningful, real life situations in instruction.

Builds student success through providing developmentally appropriate activities.

Considers students' physical, social, emotional, ethical and cognitive development when making instructional decisions.

Provides opportunities for active engagement, manipulation and testing of ideas and materials.

Promotes a community of learners who share with and learn from each other.

MANAGING A POSITIVE LEARNING ENVIRONMENT

The effective teacher:

Uses an understanding of individual and group motivation and behavior to create a learning environment that encourages positive social interaction, civic responsibility, active engagement in learning, and self-motivation.

Models a caring attitude and promotes positive interpersonal relationships in the classroom and in the school as a whole.

Maintains a learning community in which students trust, assume responsibility for themselves and one another, and relate with empathy, compassion, and mutual respect for others.

Establishes and maintains with students the procedures, routines, and expectations for behavior which foster a safe, orderly, motivating environment for learning and intellectual risk-taking.

Fosters an intrinsic motivation to learn in students by providing appropriate, progressively challenging learning experiences which capitalize on the student's need to understand and succeed.

Operates a classroom where students feel satisfaction in active engagement in tasks as individuals and in collaborative groups and where resources of time, space, and activities are maximized.

Promotes student initiative and self-awareness by operating a classroom where students are encouraged to express interests, make choices, reflect, set goals and self-evaluate.

ADAPTING TO LEARNER DIVERSITY

The effective teacher:

Understands how students differ in their attitudes toward and approaches to learning and creates instructional opportunities that are inclusive and adapted to diverse learners.

Demonstrates a genuine liking and caring for all students and develops rapport with them.

Fosters trust, respect and appreciation for human and cultural diversity among the community of learners.

Demonstrates commitment to helping every child achieve success, based in the belief that all children can learn.

Adjusts and adapts instruction flexibly to students' stages of development, learning styles, strengths, needs, responses and ideas, including appropriate provisions for learners with exceptional needs.

Anticipates learner difficulties and lends support, being sensitive and responsive to the student, investigating situations, and seeking outside help as needed to remedy problems.

COMMUNICATING IN THE CLASSROOM

The effective teacher:

Uses knowledge of effective verbal, nonverbal and media communication techniques to foster active inquiry, collaboration, and supportive, personalized interaction in the classroom.

Creates a classroom climate of openness by communicating with students on a one-to-one basis as well as in groups.

Demonstrates thoughtful, caring, active listening and promotes sensitivity to non-verbal as well as verbal communication.

Monitors the social and emotional climate and communication flow in the classroom on a consistent basis.

Encourages student self-expression, reflection and evaluation.

Communicates clearly and logically in oral and written expression, using standard English.

Promotes literacy by engaging students in varied communication activities across contexts and thematic areas.

PLANNING

The effective teacher:

Plans instruction based upon knowledge of students, the community, instructional goals and statewide student performance standards.

Plans for units, lessons, activities, and materials that are personalized, relevant, and meaningful to students.

Plans and implements logical, sequenced instruction and continuously adjusts plans based on learner needs, progress, styles and interests.

Provides learning experiences and instructional materials that are developmentally appropriate and based upon desired student outcomes, principles of effective instruction and curriculum goals.

Incorporates a variety of appropriate assessment strategies as an integral part of instructional plans.

Evaluates instructional effectiveness as a key component in the planning process.

CONCEPTS

The effective teacher:

Understands the central concepts, tools of inquiry and structures of knowledge and can create learning experiences that make these aspects of study meaningful for students.

Links concepts and key ideas to students' prior experiences and understandings, using multiple representations, examples, and explanations.

Demonstrates enthusiasm for and knowledge of the concepts and helps students relate learning to everyday life.

Provides integrated or interdisciplinary learning experiences, engaging students in generating knowledge, using varied methods of inquiry, discussing diverse issues, dealing with ambiguity, and incorporating differing viewpoints.

Teaches for mastery of complex processes, concepts, principles and statewide student performance standards.

STUDENT LEARNING

The effective teacher:

Understands and uses a variety of active learning strategies to develop students' thinking, problem-solving and learning skills.

Provides experiences which involve students in goal-setting, selecting tasks, planning, implementing, and evaluating for quality work and product outcomes.

Models active inquiry, helping students to question, problem solve, access resources, develop responsibility for their own learning and use information to reach meaningful conclusions.

Provides complex learning experiences which develop higher order thinking skills.

Varies his or her instructional role (e.g., instructor, facilitator, coach, co-learner, audience) in relation to the content and purpose of instruction and need of students.

Engages students in active, creative, open-ended, hands-on learning experiences.

Develops students' skills in decision-making, change processes, and working with others.

Uses available technologies as tools for teaching and learning.

ASSESSMENT

The effective teacher:

Understands and uses appropriate assessment strategies to evaluate and ensure the continuous intellectual, social and physical development of the learner.

Uses a variety of appropriate assessment strategies to enhance knowledge of learners and modify teaching and learning strategies on a regular, continuing basis.

Involves students in self-assessment activities and encourages them to set personal learning goals.

Solicits and uses information about students' experiences, learning, behavior, needs, and progress from parents, other colleagues, and the students themselves.

Uses assessment data to monitor and evaluate student progress toward achieving the statewide student performance standards.

Maintains appropriate records of student achievement and communicates knowledgeably and responsibly based on accurate indicators to students, parents, and other colleagues.

PROFESSIONALISM

The effective teacher:

Reflects on practice and continually evaluates the effects of his/her choices and actions on others (students, parents, and other professionals in

the learning community) and actively seeks out opportunities to grow professionally.

Reflects on practice and monitors own teaching activities and strategies, problem-solving and modifying to meet learner needs.

Actively seeks out opportunities to grow professionally and demonstrates commitment to the profession; e.g., serving as a cooperating teacher, mentor, advisor or on a cadre or council.

Knows and implements duties, policies, regulations, and procedures of the Department and laws related to education.

Demonstrates high moral and ethical conduct in personal and professional behavior.

Models honesty, fairness, respect for individuals and for the laws of society.

SCHOOL COMMUNITY

The effective teacher:

Fosters relationships with students, colleagues, parents, and agencies in the larger community to support students' learning and well-being.

Participates actively and assumes responsibility for school activities and school improvement.

Collaborates and cooperates with students, colleagues, parents, and the community in supporting the goals and activities related to school and works with all in support of student learning.

Models relationships with students and adults which demonstrate courtesy, rapport, support, humor, and active listening.

PROFILE OF AN EFFECTIVE SCHOOL ADMINISTRATOR

A school is as effective as its leadership is effective. Effective leadership requires full personal and professional commitment to student growth and development and school improvement. The Department's goals can best be attained through school leaders who have been given clearly defined responsibilities in relation to student achievement.

Strong leadership, particularly in working with people positively and constructively to enhance teacher-student interaction, is central to school administration. Identified practices and characteristics which promote effective schooling reflect such elements as (a) a curriculum which is clearly defined, (b) focused classroom instruction and management, (c) consistent discipline, (d) close monitoring of student performance, and (e) strong instructional leadership.

The school leader must have a clear understanding of the school's mission and must be able to demonstrate the ability to articulate this mission to the staff and the community, to unify the staff in pursuit of effective teaching so that all students learn, to establish high standards of achievement, and to create a safe and orderly school environment. Specifically, the effective school leader:

A. Demonstrates Commitment to School Improvement

A strong personal and professional desire to make a positive impact on student achievement is expressed in all actions taken by the school leader within the educational setting. The effective school administrator:

1. Strongly believes that his/her mission is to attain progressive levels of high student achievement/school improvement.

2. Conducts systematic assessment and analyses of the educational needs of students based on achievement scores, grades, attendance reports, demographic profile, discipline reports, school climate and other forms of data.
3. Evaluates the effectiveness of current school programs and teaching methods in terms of clearly identified achievement criteria.
4. Develops an integrated school improvement plan with enabling activities to attain within a specified time frame, explicit goals and objectives relating to student achievement.
5. Uses research-based improvement strategies and sound principles of learning to enhance teaching/learning.
6. Reports results of school improvement efforts to all members of the school and to the community.

B. Demonstrates Achievement-Oriented and Supportive Leadership

The school administrator's work is demanding of energy, persistence and drive. Strong leaders are able to introduce ideas, get people involved, make decisions and motivate people to get the work done. A caring and supportive leader:

1. Expresses the belief and expectation that school improvement is an attainable goal within a time frame of planned and focused activities.
2. Exemplifies traits of creativity, imagination, innovativeness and persistence in the pursuit of school improvement.
3. Deals caringly and responsibly with faculty, staff, students and parents.
4. Exemplifies traits of an effective teacher with high expectations for self and others.

5. Provides appropriate staff development opportunities which focus on instructional improvement and staff efficacy.
6. Examines own leadership performance in pursuit of professional improvement activities.

C. Utilizes Effective Management Strategies to Unify Staff, Build a Sense of Ownership and Commitment to High Performance Goals

The pulse of the school is regulated by the school administrator charged with delivery of quality services. The administrator channels all resources toward attainment of high performance goals and works cooperatively with faculty and staff in planning ways to improve the school. To this end, the school administrator:

1. Uses participatory strategies which enable people to feel that they can influence decisions and outcomes.
2. Promotes creativity in determination of how goals and objectives can be met.
3. Generates feelings of trust, enthusiasm, rapport, respect and liking among faculty, staff, students and members of the community.
4. Actively pursues the establishment of open and positive relationships and high morale.
5. Provides support, feedback, encouragement, understanding and recognition of school accomplishments.
6. Fosters a belief among staff that the school can become more effective.

D. Manages the Full Scope of School Administrative Responsibilities

A school leader must work within the context of parameters, description of job responsibilities and resources such as time, money, and people.

The attitudes, approaches and dynamics of what happens in an effective school are contingent upon its leadership. Full utilization of available resources is a hallmark of an effective leader who:

1. Complies with applicable statutes, federal laws, regulations, procedures, contractual provisions and other governance parameters.
2. Attends to all required administrative functions such as supervision and evaluation of instruction, teachers and staff; maintenance of a well-functioning school plant; timely completion of reports.
3. Assures effective delivery of instructional programs and school support services.
4. Communicates effectively with faculty, staff, members of the community, and others.
5. Uses available resources creatively and imaginatively for optimum benefit to students.
6. Mobilizes and assigns resources to attain school improvement goals and objectives.
7. Maintains sound fiscal operations and accounting of school property.
8. Facilitates and monitors delivery of effective instruction and maximum use of instructional time.

Adopted 6/86

PROFILE OF AN EFFECTIVE EDUCATIONAL ADMINISTRATOR
(DISTRICT AND STATE LEVELS)

MISSION

The primary mission of all personnel in the Department of Education is to help schools provide for the best possible educational development of students. To this end, state and district educational administrators at all levels must work collaboratively to achieve the goals of the school system. There must be full commitment to system-wide student development and performance improvement. State/district level leadership must provide direction and support services to schools to ensure consistent and effective attainment of higher levels of system-wide student educational achievement. Functionally, these expectations may be translated into the following behaviors which identify the effective educational administrator.

1. Demonstrates Personal and Professional Commitment to Job Performance

Improvement

- a. Makes programmatic, personnel and operational decisions based on the goal of attaining more effective schools.
- b. Conducts systematic assessment of school support services to determine effectiveness and to identify needs based on user input and feedback.
- c. Analyzes derived data and interprets them in order to provide appropriate support.
- d. Develops and articulates an integrated improvement plan for the attainment of state/district level goals and objectives for his/her area of responsibility.

- e. Performs requirements of the position with full knowledge and in support of objectives, directions, policies, strategies, plans, and activities of the Department of Education and the pertinent efforts of its various offices and organizational units.
- f. Conducts long-range planning to anticipate and provide continuous delivery of effective and efficient school support services.
- g. Constructively participates in the formulation, adoption and implementation of policy decisions consistent with determined need and systematic and integrated improvement planning.
- h. Pursues personal improvement based on candid and honest self assessment activities to strengthen own professional performance.

2. Provides Achievement Oriented and Supportive Leadership within the School System

- a. Obtains widespread support and organizational commitment to the central mission of the Department and to the delivery of district/state level support services to accomplish that mission.
- b. Integrates and provides district/state level support services to maximize assistance to schools to provide the best possible education to students.
- c. Exemplifies professional productive behavior; generates feelings of trust, enthusiasm, rapport, and teamwork among all constituents.
- d. Systematically informs users and decision makers of programs and activities to enlist their cooperation and support and encourage effective use.
- e. Establishes open, supportive, aspiring relationships to ensure high morale within the Department.
- f. Motivates and challenges people to higher levels of performance by clear statement of goals, focused direction, realistic standards, specific results, and assurance of support.

- g. Works toward team building; fosters team concept by being an effective team member and leader by focusing and addressing issues; listening; modifying and adjusting in light of new and valid information.
 - h. Is task oriented; assumes responsibility to get the job done; applies initiative and persists in obtaining the best results.
 - i. Exhibits and practices good working habits and extends the common courtesies of the position. (Honors appointments, maintains high standards of integrity, etc.)
 - j. Seeks, accepts and performs new and different responsibilities to achieve results.
3. Establishes and Exhibits a High Level of Professional Competence and Credibility as a General Educational Officer and as a Specialist in the Area of Assigned Responsibility
- a. Seeks and applies current research-based improvement strategies to enhance the delivery of competent state/district level support services and the improvement of teaching/learning.
 - b. Keeps currently informed of breadth and scope of professional knowledge within the area of specialty as well as in other educational areas.
 - c. Keeps currently informed of professional knowledge and skills in the general area of Educational Administration.
 - d. Translates pursuit of educational excellence in terms of specific programmatic decisions and actions and develops programs for effective implementation.
 - e. Utilizes effective management strategies to involve affected people in problem-solving and policy decision-making.
 - f. Exemplifies professionalism by being creative and a risk-taker, borne by confidence in one's knowledge of the specialty area and of education.

g. Serves as a role model for effective and competent performance within the school system.

h. Acknowledges, supports and encourages genuine and valued school level accomplishments.

4. Provides Full Scope of Staff Administrative Services

a. Follows efficient fiscal and budgeting practices to attain maximum use of available monies, facilities and people resources.

b. Attends to all required administrative functions of planning, organizing, supervising and fostering of effective staff and community relations.

c. Communicates effectively with staff, employees, policy makers and members of the community.

d. Complies with applicable statutes, federal laws, regulations, procedures, contract provisions and the like.

e. Responds to general and specific needs of schools.

Adopted 6/86

DEFINITION OF TERMS

Definitions: As used in this 5000 Series unless the context clearly requires otherwise.

Applicant means a person seeking employment to a position in accordance with the 5000 School Code Series.

Appointment means a condition of being employed by the Department under specified terms and provisions. Appointments may be temporary, probationary, continuous or otherwise determined by the Department.

Area of Preparation means fulfillment of requirements as a school administration/educational administration profession in the Hawaii State.

Assignment means a specific placement into a position and/or teaching line.

Assistant Superintendent means the subordinate Superintendent in charge of a State functional office.

Board of Education means the State Board of Education.

Casual Employees are those certificated employees who are non-salaried and are excluded from State Civil Service. Substitute teachers, part-time temporary teachers and other employees of similar status are: casual employees.

Certificated Employee means an employee holding a valid license or credential issued by the Department of Education in accordance with appropriate regulations of the 5300 series of the School Code.

Certification means fulfillment of requirements as a school administration/educational administration profession in the Hawaii State.

Clear Vacancy means a vacant position, which is permanent and unobligated.

Complex Area Superintendent means the subordinate Superintendent in charge of a school complex area.

Course Unit means the teaching equivalent of one instructional period for secondary schools or approximately 16.5% F.T.E.

Credentialed means a certified employee who has not fully met requirements for a license to teach.

District Superintendent means the subordinate Superintendent in charge of a school district.

Educational Officers mean the Superintendent, Subordinate Superintendents and all employees compensated from the Educational Officers' Salary Schedule as determined by the Department.

Employee means a person holding a position in accordance with Regulations 5100, 5101, 5102, 5103 and 5104 of the School Code, Certificated Personnel, whether permanently or otherwise, and whether as an officer or otherwise.

Employer means the Department of Education, State of Hawaii.

Excluded Personnel are those employees who are appointed by the Board/Superintendent and other certificated employees who serve in confidential/managerial positions as defined in HRS 89-6 (c).

Licensed means a certificated employee who has met all requirements for a license to teach.

Part-Time Temporary Teacher (PTT) means an employee who is hired to perform instructional or related services on an hourly rate of pay.

PRAXIS means Professional Assessments of Beginning Teachers and refers to a set of examinations for teacher licensure.

Position means a specific office or employment whether occupied or vacant, consisting of a group of all the current duties and responsibilities assigned or delegated by competent authority, requiring the full or part-time employment of one person.

Probation means a period of assessment and observation to determine the competency and fitness of the employee.

Probationary Employee means an employee serving probation or an employee having successfully completed probation and awaiting selection for tenure.

Recruitment means proactive maintenance of a pool of qualified applicants who match the Department's Profile of an Effective Teacher for specific positions.

Regular Employee means any teacher or educational officer compensated on the Department established salary schedules.

School Year means the normal twelve-month annual employment period starting from [September 1 to August 31] the first day of the school's academic school calendar.

Special Education Assistant positions are assigned to Department of Education Project Codes 131, 201, 632, 207, 210, 635, and 693. These employees provide direct instruction (academics/social/self-help) and/or special education services to certified special education students in the learning environment (classroom, CBI, work site, on/off campus activities); provide direct instruction or services on a daily basis working under the supervision of a special education teacher.

Specialty Instructor means a part-time employee hired to teach scheduled student courses, or to provide other instructional related services not to exceed the equivalent of three such units or 49.5% F.T.E.

Subordinate Superintendent means the Deputy Superintendent, an Assistant Superintendent, or a [District Superintendent or a Deputy District Superintendent] Complex Area Superintendent.

Substitute Teacher means day-to-day employee[s] hired to provide replacement services for a teacher[s] who [are] is absent from [their duty station] his/her classroom and instructional duties.

Superintendent means the Superintendent of Education.

Teacher means Teachers, Counselors, School Librarians and all other employees compensated from the Teachers' Salary Schedule as determined by the Department. It can also mean other employees not on the salary schedule such as substitutes, part-time temporary teachers, specialty instructors, coaches and others.

Temporary Employee means an employee of limited hiring duration which may be terminated at the option of either party with no commitment of continued employment.

Ten-Month Employee means a teacher or educational officer, hired to work a ten-month year normally from September through June and compensated on a ten-month salary schedule.

Tenured Educational Officer means an employee who has successfully completed probation on a continuous basis in an appropriate position.

Tenured Teacher means an employee who has successfully completed probation and who has been appointed on a continuous basis to a permanent unobligated position.

Twelve-Month Employee means an educational officer hired to work a twelve-month year from July through June of each year and compensated on a twelve-month salary schedule.

Adopted 6/86; Amended 7/02



RECRUITMENT, EMPLOYMENT, RETENTION AND TERMINATION
POLICY

TEACHER RECRUITMENT/RETENTION/EMPLOYMENT

The recruitment and employment of trained applicants must be active, selective, competitive, and based on the concept of preferential hiring. The process of preferential hiring requires (1) the establishment of a pool of qualified applicants who most closely match the Department's Profile of an Effective Teacher, (2) selection from the applicant pool, and (3) consideration of students' education and welfare and for the good of the school system. This process calls for looking beyond certification/licensure qualifications of applicants. It requires rigorous efforts to hire the best qualified candidates to consistently achieve ever higher levels of student growth and development within the public schools of Hawaii. A multivariate screening system shall be applied to determine employment entry/admission into the applicant pool of eligible candidates for teacher positions.

The Department shall develop and implement a strategic plan to recruit and retain qualified teachers which (1) identifies recruitment and retention goals, (2) implements strategies to achieve these goals, (3) identifies specific teaching shortage areas and geographically hard to fill areas, and (4) establishes a continuing community outreach program to encourage and assist residents of communities experiencing high teacher turnover to become teachers.

Recruitment, Employment, Retention and Termination
Policy (continued)

The Superintendent employs teachers. Primary considerations for employment shall be the needs of students and programs at the schools. Hiring shall be based on the selection of eligible professionals who most exemplify the Department's Profile of an Effective Teacher.

TEACHER PLACEMENT

Placement of teachers shall be by matching the qualifications, personal attributes and training of the individual with the requirements of the position. An effective match of the qualifications of the person with the requirements of the position ensures attainment of the Department's mission.

EDUCATIONAL OFFICER APPOINTMENT

The Superintendent's appointment of subordinate superintendents and the administrative assistant to the Superintendent shall require the approval of the Board of Education. The appointment of all other educational officers shall require the approval of the Superintendent of Education. Educational officers recommended for the Superintendent's approval shall have met the qualifications and the training requirements of the Department. Additionally, educational officers must possess traits such as leadership, adaptability, motivation and commitment to meet the requirements of the position and the high expectations as delineated in the Department's Profile of an Effective School Administrator and Profile of an Effective Educational Administrator.

Recruitment, Employment, Retention and Termination
Policy (continued)

Professional background and experiences of applicants shall be considered in the selection and appointment of educational officers.

PROBATION AND TENURE

Employees are required to complete Department established probationary requirements. Service as a temporary educational officer is not applicable towards fulfilling the requirements probationary period.

Tenure in the Department is obtained by continued employment based on (a) successful completion of probationary requirements; and (b) demonstrated competency at progressively higher levels of performance.

EQUAL EMPLOYMENT

The recruitment and employment policy shall be implemented throughout the Department of Education and shall be the responsibility of the Superintendent of Education and all State, District and School personnel. The manner in which this policy is to be implemented shall be the essence of the Department of Education's Equal Employment Opportunity and Affirmative Action Programs.

Revised 9/1/70; Amended 10/74; Amended 8/75; Amended 6/86; Amended 3/98; Amended 11/02

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND EMPLOYMENT

ADMINISTRATIVE REGULATIONS

EMPLOYMENT

- A. Appointment agreements, assignments and compensation shall be as provided in the Hawaii Revised Statutes, policies, regulations and collective bargaining agreements.
- B. Medical Examination Required
1. A new employee and an employee returning from a leave of absence without pay of any duration resulting from health conditions, shall, at own expense and time, obtain a medical examination from a physician licensed to practice medicine. Such an employee will not be permitted to work without a medical examination clearance.
 2. An employee in the Department may be required at the discretion of the Department to have a medical examination, and if so directed, this examination will be done at the expense of the Department.
- C. Chest X-Ray and Tuberculin Test
1. Every new employee at the school level shall present a Department of Health certificate declaring the employee to be free of tuberculosis within the twenty-four month period prior to the effective date of employment.
 2. Every inservice employee at the school level shall submit a renewed Department of Health tuberculosis clearance certificate to the principal prior to the expiration date of the current certificate.
 3. The principal shall notify any employee who fails to comply with the X-ray or tuberculin skin test requirement that s/he is liable to suspension without pay. The principal shall also notify the district superintendent of any delinquency.

General Conditions of Recruitment,
Selection and Employment - Employment (continued)

D. Other Forms Required of New Employees

Failure to complete forms may result in delay of employee's pay.

1. Every new employee shall take and subscribe the Oath of Loyalty before a notary public.
2. Every new employee shall sign a completed "Employee's Designation of Beneficiary," State Accounting Form D-90, before a notary public.
3. Every new employee shall complete in duplicate and sign Federal and State Employee's Withholding Exemption Forms HW-4 and W-4.
4. Every new employee shall complete the form "Certification of Social Security Number."
5. Every new employee shall complete the Form I-9 "Employment Eligibility Verification"

E. Employee Records

Employment related records shall be maintained at the state, district and school offices.

F. Benefits

Employees are eligible for benefits in accordance with laws, policies and regulations.

Revised 9/1/70; Amended 4/73; Amended 10/74; Amended 6/86; Amended 11/88

PROCEDURE: MEDICAL EXAMINATION REQUIREMENTS FOR NEW EMPLOYEES AND FORMER EMPLOYEES RETURNING TO SERVICE

REFERENCE: REGULATION #5100 (PARAGRAPH C)

FORM : 132 (PHYSICAL EXAMINATION OF TEACHERS)

RESPONSIBILITIES:

1. EMPLOYEE

- a. Obtains Form 132 from the Office of Personnel Services, if not provided at time of employment.
- b. Obtains a medical examination on own time and at own expense from a licensed physician.
- c. Submits completed Form 132 to the Office of Personnel Services within 30 days from date of employment.

2. OFFICE OF PERSONNEL SERVICES

- a. Reviews medical examination form(s) for completeness.
- b. Files form in employee's personnel file if employment is recommended.
- c. Takes appropriate action if physician recommends individual not be employed.
- d. Takes appropriate action for employees who are not in compliance.
- e. Files report on action taken.

3. PRINCIPAL

- a. Reminds employees of medical examination requirement.
- b. Obtains a substitute in the event that the employee is placed on leave without pay for non-compliance.

4. DISTRICT

- a. Monitors the status of new employees' physical examination requirement.

Revised 9/1/70; Amended 10/74; Amended 6/86; Amended 11/88

PROCEDURE: MEDICAL EXAMINATION REQUIREMENTS FOR EMPLOYEES RETURNING FROM
LEAVE OF ABSENCE WITHOUT PAY FOR HEALTH CONDITIONS

REFERENCE: REGULATION #5100 (PARAGRAPH C)

FORM : 132 (PHYSICAL EXAMINATION OF TEACHERS)

RESPONSIBILITIES:

1. EMPLOYEE

- a. Obtains Form 132 from principal/supervisor at least thirty days prior to return to service.
- b. Obtains a medical examination on own time and at own expense from a licensed physician.
- c. Submits completed Form 132 to principal/supervisor prior to return to service.

2. PRINCIPAL/SUPERVISOR

- a. Provides employee with Form 132.
- b. Reviews completed Form 132.
- c. Advises employee accordingly.
- d. Consults with district/state personnel officer if employee cannot return to service.
- e. Files Form 132 in the employee's school personnel file.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Takes appropriate action to insure compliance.

4. OFFICE OF PERSONNEL SERVICES

Takes appropriate action if physician recommends individual not be employed.

Revised 9/1/70; Amended 4/73; Amended 10/74; Amended 6/86

PROCEDURE: DEPARTMENT DIRECTED MEDICAL EXAMINATION FOR EMPLOYEES

REFERENCE: REGULATION #5100 (PARAGRAPH C)

FORM : 132 (PHYSICAL EXAMINATION OF TEACHERS)

RESPONSIBILITIES:

1. EMPLOYEE

Complies with the directive issued by the Department for medical examination.

2. PRINCIPAL/SUPERVISOR

- a. Initiates Department directed medical examination requirements after consulting with the district superintendent/assistant superintendent.
- b. Informs employee of examination requirements (appointments, physician and other attendant details).
- c. If necessary, arranges for special short-term leave with pay (completes and processes Form 400a) and provides substitute teacher(s) when required.
- d. Informs employee of Department's decision as a result of medical examination.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

- a. Works cooperatively with principal/supervisor in initiating Department directed medical examination requirements.
- b. Approves or disapproves Form 400a.
- c. Consults with the Office of Personnel Services in selecting the licensed physician to conduct the examination.
- d. Apprises physician of the conditions surrounding the particular situation prior to appointment.

- e. Informs the principal/supervisor and the Office of Personnel Services of the results of examination.
- f. Pays for the services of Department selected physician by purchase order.
- g. Examines all medical evaluations for completeness and takes appropriate action in consultation with Office of Personnel Services.

Revised 9/1/70; Amended 10/74; Amended 6/86

PROCEDURE: COMPLYING WITH TUBERCULOSIS CLEARANCE REQUIREMENT

REFERENCE: REGULATION #5100 (PARAGRAPH D)

FORM : NONE

RESPONSIBILITIES:

1. EMPLOYEE

a. A new employee at the school level submits a Department of Health certificate declaring the individual free of tuberculosis prior to employment. A former employee returning to service after an absence of more than one year submits the same prior to return date. Clearance certificates are valid for a period of twenty four months from the date of issue.

b. Every inservice employee at the school level:

(1) Possesses tuberculosis clearance at all times during the work year.

(2) Submits a renewed Department of Health Tuberculosis Clearance Certificate to the principal upon or prior to the expiration date of the certificate.

2. PRINCIPAL

a. Informs and reminds all employees of this requirement.

b. Maintains a record of all certificate numbers and/or dates of clearance for all employees of the school.

c. Informs all employees who fail to comply with this requirement that a recommendation for enforcement will be submitted to the district superintendent for review and appropriate disciplinary action.

d. Submits the names of all employees who failed to comply with this requirement to the district superintendent.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

a. Takes appropriate action.

b. Notifies employee, principal and Office of Personnel Services of action taken.

4. OFFICE OF PERSONNEL SERVICES

a. Files report on action taken by the district superintendent.

b. Takes appropriate action.

Revised 9/1/70; Amended 10/74; Amended 2/76; Amended 6/86

PROCEDURE: MAINTAINING EMPLOYEE RECORDS

REFERENCE: REGULATION #5100 (PARAGRAPH F)

FORM : FORM 133

RESPONSIBILITIES:

1. EMPLOYEE

- a. Provides accurate information related to employment.
- b. Works with the school principal in the maintenance and update of personnel data.

2. PRINCIPAL

- a. Implements a system for the filing and destruction of personnel documents.
- b. Maintains confidentiality of personnel records.
- c. Forwards personnel documents to the appropriate school(s) when teacher(s) transfers.

3. DISTRICT/STATE OFFICES

- a. Implements a system for the maintenance of personnel records.
- b. Provides assistance to schools as appropriate.
- c. Forwards personnel documents to the appropriate school(s) or office(s) when personnel transfers.

Adopted 6/86

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND EMPLOYMENT

ADMINISTRATIVE REGULATIONS

PROBATION AND TENURE

A. Educational Officers

1. School level educational officers shall be on two (2) years' probation on their first entry into the Department of Education. Completion by a school level educational officer of the probationary period as a teacher shall constitute satisfaction of this entry requirement.
2. On promotion to a new position, an educational officer's probation shall not exceed one (1) year.
3. All new appointees to State and District educational officer positions (except the Superintendent, deputy superintendent, administrative assistant, assistant superintendents, district superintendents and deputy district superintendents) shall be on probation for one (1) year.
4. Definition of probationary year.
 - a. A year of probation shall be determined as service for a full twelve (12) months' period commencing from the effective date of appointment.
 - b. The probationary year may be interrupted by any leave approved by the Department.
 - (1) Approved leaves with full pay will not alter the probationary period.
 - (2) Long term leaves of absence shall result in the probationary period being altered by the exact number of calendar days absent.

Recruitment and Employment -
Probation and Tenure (continued)

5. On satisfactory completion of the probationary period, an educational officer shall have tenure in any position in the same class and salary range or lower salary range upon reappointment and reporting to duty in a position in that same class and salary range or lower salary range. Educational officers with tenure shall not be suspended, demoted, discharged or terminated without proper cause provided, however, that the foregoing is not intended to interfere with the right of the Board to relieve employees from duties for lack of work or other legitimate reasons.
6. The Superintendent of Education does not accumulate tenure as the Superintendent; however, s/he retains tenure status as previously earned in other educational officer positions. When the Superintendent resigns or is removed from office, s/he shall be placed into another educational officer position for which s/he has tenure and qualifies.
7. The deputy superintendent, administrative assistant, assistant superintendents, district superintendents and deputy district superintendents do not accumulate tenure in these positions; however, they retain tenure status as previously earned in other educational officer positions. When removed from office, these educational officers shall be placed into other educational officer positions for which they have tenure and/or qualify.

B. Teachers

1. Probationary Period

A minimum continuous two-year probationary period is required prior to tenure. The two-year probationary period shall consist of four

Recruitment and Employment -
Probation and Tenure (continued)

semesters of successful, paid teaching service under probationary appointment during the regular school year as determined by the Department.

2. Exception to Continuous Service Requirement

Approved leave without pay and periods of service under Temporary Appointment may interrupt the continuity of the probationary period. Return to service immediately after such a leave or temporary appointment shall preserve the continuity of the probationary period.

3. Extension of Probationary Period

The Department may extend the probationary period of teachers for an additional period not to exceed a total of five years.

4. Number of Probationary Periods

Teachers who have once successfully completed their probationary periods shall not be subject to another probationary period as teachers.

5. Evaluation of Probationary Teachers

All probationary teachers shall be evaluated as prescribed by the Department.

6. Renewal of Probationary Teacher Contracts

Annual contracts with any probationary teacher may or may not be renewed as provided by Section 297-9, Hawaii Revised Statutes.

7. Termination of Probationary Teachers

During the probationary period, a teacher may be terminated as provided by Section 297-9, Hawaii Revised Statutes.

Recruitment and Employment -
Probation and Tenure (continued)

8. Tenure

Tenure shall be granted to teachers who are reemployed after successful completion of their probationary period as prescribed by Sections 297-9 and 297-10, Hawaii Revised Statutes.

Adopted 10/74; Amended 12/75; Amended 6/86

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

RECRUITMENT AND APPOINTMENT OF EDUCATIONAL OFFICERS

A. Position Vacancy Announcements

1. The Department shall announce vacant educational officer positions.
2. The applicant must meet the minimum requirements of the position as established by the Department. In the event that an initial external vacancy announcement does not produce three or more qualified applicants to permit a selection, the Department may readvertise until a satisfactory list is assembled.
3. The applicant shall apply within the deadline established by the Department. Applications must be complete. Omissions, misstatement of facts or falsifying any part of the application shall be considered grounds for change of conditions of employment, rejection, dismissal or cancellation of contract.
4. Educational officers shall be appointed in accordance with Department procedures.
5. In all instances, when a recommended appointment is accepted by the Superintendent, it shall be submitted to the Board of Education for approval.

B. Principal Appointments

Each district superintendent shall make recommendations of principal appointments to the Superintendent.

C. Vice-Principal Appointments

1. Each principal shall make recommendations of vice-principal appointments to the district superintendent.

General Conditions of Recruitment,
Selection and Appointment - Recruitment
and Appointment of Educational Officers (continued)

2. Each district superintendent shall make recommendations of vice-principal appointments to the Superintendent.

D. District Educational Officer Appointments

Each district superintendent shall recommend appointments of district educational officers to the Superintendent.

E. State Educational Officer Appointments

Each assistant superintendent shall recommend appointments of State educational officers to the Superintendent.

F. Subordinate Superintendents and Administrative Assistant to the Superintendent Appointments

The Superintendent shall recommend appointments of the deputy superintendent, assistant superintendents, district superintendents, deputy district superintendents and administrative assistant to the Superintendent to the Board of Education. Appointees to these positions shall not serve on probation and do not accumulate tenure for the duration of such appointments.

G. Board of Education Analyst Appointment

The Board of Education shall appoint the Analyst. The appointee to this position shall not serve on probation and does not accumulate tenure for the duration of such appointment.

Revised 9/1/70; Reviewed 10/74; Amended 6/86; Amended 1/90

PROCEDURE: RECRUITMENT AND APPOINTMENT OF TWELVE-MONTH EDUCATIONAL OFFICERS

REFERENCE: REGULATION #5102

FORMS : PERSONNEL FORM 103 (APPLICATION FOR PROFESSIONAL ADMINISTRATOR'S POSITION)

RESPONSIBILITIES:

1. APPLICANT

- a. Obtains vacancy announcement, application procedures, application (Personnel Form 103) and criteria for selection from Office of Personnel Services.
- b. Submits application and other pertinent documents to office of Personnel Services.

2. ASSISTANT SUPERINTENDENT OR DISTRICT SUPERINTENDENT

- a. Identifies vacancy.
- b. Submits request (including job description and justification) to fill vacancy on Standard Form 1 to Office of Personnel Services.
- c. Forms an interview committee.
- d. Appoints a chairperson of the interview committee.
- e. Reviews names submitted by the interview committee.
- f. Submits recommendation to the Superintendent of Education through the Assistant Superintendent of Personnel Services.
- g. Notifies applicants who are not being recommended.

3. INTERVIEW COMMITTEE

- a. Reviews applications.
- b. Conducts oral interview examination and written examination as needed.

- c. Recommends to the assistant superintendent or district superintendent the three applicants considered most qualified for the specific position, in alphabetical order.

4. OFFICE OF PERSONNEL SERVICES

- a. Advertises the vacancy.
- b. Screens applications to insure compliance with minimum training and experience requirements for the position.
- c. Notifies applicants who do not meet minimum training and experience requirements that they are not being considered.
- d. Prepares an applicant list and sends applications to the assistant superintendent or district superintendent.
- e. Notifies recommended applicant in writing of recommendation for appointment to the Board of Education.
- f. Processes Board appointment.

5. SUPERINTENDENT

- a. Approves or disapproves recommendations from assistant superintendent or district superintendent.
- b. Submits recommendation for appointment to the Board of Education for approval.

6. BOARD OF EDUCATION

Approves or disapproves recommendations for appointment to educational officer positions.

Adopted 9/1/70; Amended 10/74; Amended 6/86

PROCEDURE: APPOINTMENT OF 10-MONTH EDUCATIONAL OFFICERS

REFERENCE: REGULATION #5102

FORMS : PERSONNEL FORM 101a (REQUEST FOR EDUCATIONAL OFFICER ASSIGNMENT)
PERSONNEL FORM 103a (RECOMMENDATION FOR EDUCATIONAL OFFICER
APPOINTMENT)

RESPONSIBILITIES:

1. EDUCATIONAL OFFICER

Submits Form 101a to Office of Personnel Services and appropriate district superintendent(s) annually in a timely manner.

2. DISTRICT SUPERINTENDENT

a. Announces vacant school administrator position directly to applicants in internal transfer pool.

b. If there are no qualified applicants, informs the Office of Personnel Services to conduct an external announcement.

c. Receives applications from interested and qualified applicants.

d. Forms Interview Committee.*

e. Appoints a Chairperson of the Interview Committee.

f. Reviews name(s) recommended by the Interview Committee.

g. Submits recommendation (Form 103a) to the Superintendent of Education through the Assistant Superintendent of Personnel Services.

h. Notifies applicants who are not recommended.

3. INTERVIEW COMMITTEE

a. Conducts oral interview/examination and written examination as needed.

b. Recommends to the district superintendent the three most qualified applicants in alphabetical order.

*The principal forms a committee and conducts the interview for a vice-principal vacancy. Submits recommendation(s) to the District Superintendent.

4. OFFICE OF PERSONNEL SERVICES

- a. Annually compiles a list of eligible educational officers from the Form 101a.
- b. Distributes eligible list to districts.
- c. Conducts an external announcement, as necessary.

5. SUPERINTENDENT

- a. Reviews District Superintendent's recommendation.
- b. Submits recommendation for appointment to the Board of Education for approval.

6. BOARD OF EDUCATION

Approves or disapproves recommendation.

Adopted 6/86

ADMINISTRATIVE GUIDELINES

CLARIFICATION OF ARTICLE 10 (APPOINTMENTS) OF THE EDUCATIONAL OFFICER CONTRACT

These guidelines are intended to provide a uniform interpretation on Article 10 of the Educational Officers' Contract regarding educational officer appointments.

I. Definition

1. **Tenure** - An educational officer shall not be suspended, demoted, discharged, or terminated without proper cause. An educational officer may be tenured in more than one class.
2. **Class** - Occupational category and salary range to which a position is classified.

Examples of Classes: Vice Principal I (EOSR-1), Vice Principal II (EOSR-2), Principal I (EOSR-3), Principal V (EOSR-7), etc. State and District Educational Officer (EOSR-5), State and District Educational Officer (EOSR-6), State and District Educational Officer (EOSR-7), etc.

3. **Base Salary Range** - Base Salary Range refers to an educational officer's most recently held permanent salary range. A currently assigned probationary salary range or other temporarily held salary range is not the Base Salary Range. When applicable, a "red-circled" salary range is considered the Base Salary Range.
4. **Lateral Transfer** - Movement of an educational officer to a position with an assigned salary range that is equal to that educational officer's Base Salary Range.

ADMINISTRATIVE GUIDELINES
CLARIFICATION OF ARTICLE X (APPOINTMENTS)
OF THE EDUCATIONAL OFFICER CONTRACT

5. **Voluntary Demotion** - Voluntary movement of an educational officer to a position with an assigned salary range that is lower than that educational officer's Base Salary Range.
6. **Promotion** - Movement of an educational officer to a position with an assigned salary range that is higher than that educational officer's Base Salary Range.

II. Guidelines

1. An educational officer must meet the minimum qualifications for a vacancy to be considered for appointment.
2. Application for vacancies are made in two ways:
 - a. For school level vacancies, applications are made on the "Request for Educational Officer Assignment for School Year," Form 101A (revised).
 - b. For state and district level vacancies, applications are made upon announcement of vacancies, which must be advertised for 20 days prior to selection.
3. The following priorities shall be followed in making educational officer appointments:
 - a. School Level Vacancies
 - 1) First priority shall be given to educational officers seeking a voluntary demotion or lateral transfer with tenure in that class.
 - 2) Second priority shall be given to educational officers with tenure as principals.

ADMINISTRATIVE GUIDELINES
CLARIFICATION OF ARTICLE X (APPOINTMENTS)
OF THE EDUCATIONAL OFFICER CONTRACT

3) Third priority shall be given to educational officers with
tenure as vice principals.

4) Fourth priority shall be given to educational officers without
tenure in school level positions.

b. State and District Level Vacancies

1) First priority shall be given to educational officers seeking
a voluntary demotion or lateral transfer with tenure in
that class.

2) Second priority shall be given to all other tenured, educa-
tional officers.

3) Third priority shall be given to educational officers without
tenure.

EXAMPLES: PRIORITY FOR SCHOOL LEVEL APPOINTMENTSEXAMPLE I:

1. Vacancy: Principal III (EOSR-5)
2. Applicant:
 - a. Highest level of tenure as school level educational officer -- Principal III (EOSR-5)
 - b. Currently a Principal III
 - c. Base Salary Range EOSR-5
3. Priority: Group I

EXAMPLE IA:

1. Vacancy: Principal III (EOSR-5)
2. Applicant:
 - a. Highest level of tenure as school level educational officer -- Vice Principal II (EOSR-2)
 - b. Currently a Principal III (Vicing)
 - c. Base Salary Range EOSR-2
3. Priority: Group II for first calendar year during vicing appointment. Group I after serving on a vicing appointment for more than one calendar year because the vicing salary range then becomes the Base Salary Range and the person becomes tenured at the Principal III (EOSR-5) level.

EXAMPLE II:

1. Vacancy: Principal III (EOSR-5)
2. Applicant:
 - a. Highest level of tenure as school level educational officer -- Principal III (EOSR-5)
 - b. Currently a 12-month educational officer (Educational Specialist III)
 - c. Base Salary Range EOSR-7
3. Priority: Group I

EXAMPLES: PRIORITY FOR SCHOOL LEVEL APPOINTMENTS

EXAMPLE III:

1. Vacancy: Principal III (EOSR-5)
2. Applicant:
 - a. Highest level of tenure as school level educational officer -- Principal III (EOSR-5)
 - b. Currently a Vice Principal
 - c. Base Salary Range EOSR-2
3. Priority: Group II

EXAMPLE IV:

1. Vacancy: Principal V (EOSR-7)
2. Applicant:
 - a. Highest level of tenure as school level educational officer -- Principal VI (EOSR-8)
 - b. Currently on temporary appointment (temporary position) as Personnel Specialist II
 - c. Base Salary Range red-circled as EOSR-8 (base position as Principal VI)
3. Priority: Group I

EXAMPLE V:

1. Vacancy: Principal III (EOSR-5)
2. Applicant:
 - a. Highest level of tenure as school level educational officer -- Principal IV (EOSR-6)
 - b. Currently a Principal I
 - c. Base Salary Range EOSR-3
3. Priority: Group II

EXAMPLE VI:

1. Vacancy: Principal III (EOSR-5)

EXAMPLES: PRIORITY FOR SCHOOL LEVEL APPOINTMENTS

2. Applicant: a. Highest level of tenure as school level educational officer -- Vice Principal II (EOSR-2)
- b. Currently a Principal III (probationary)
- c. Base Salary Range EOSR-2 (base position; Vice Principal II)
3. Priority: Group III

EXAMPLE VII:

1. Vacancy: Vice Principal II (EOSR-2)
2. Applicant: a. Highest level of tenure as school level educational officer -- Vice Principal II (EOSR-2)
- b. Currently a Vice Principal II
- c. Base Salary Range EOSR-2
3. Priority: Group I

EXAMPLE VIII:

1. Vacancy: Vice Principal I (EOSR-1)
2. Applicant: a. Highest level of tenure as school level educational officer -- Vice Principal I (EOSR-1)
- b. Currently a Vice Principal I
- c. Base Salary Range EOSR-1
2. Priority: Group I

EXAMPLE IX:

1. Vacancy: Vice Principal II (EOSR-2)
2. Applicant: a. Highest level of tenure as school level educational officer -- Principal III (EOSR-5)
- b. Currently a Principal III
- c. Base Salary Range EOSR-5
3. Priority: Group I

EXAMPLES: PRIORITY FOR SCHOOL LEVEL APPOINTMENTS

EXAMPLE X:

1. Vacancy: Vice Principal II (EOSR-2)
2. Applicant:
 - a. Highest level of tenure as school level educational officer -- Vice Principal II (EOSR-2)
 - b. Currently an Educational Specialist II (12 months)
 - c. Base Salary Range EOSR-6
3. Priority: Group I

EXAMPLE XI:

1. Vacancy: Vice Principal I (EOSR-1)
2. Applicant:
 - a. Highest level of tenure as school level educational officer -- Not tenured
 - b. Currently a Vice Principal I serving on probation
 - c. Base Salary Range EOSR-1
3. Priority: Group IV

EXAMPLES: PRIORITY FOR STATE AND DISTRICT EDUCATIONAL OFFICER APPOINTMENTS

NOTE: APPLICANTS MUST MEET MINIMUM QUALIFICATION REQUIREMENTS

EXAMPLE I:

1. Vacancy: Educational Specialist II (EOSR-6)
2. Applicant:
 - a. Highest level of tenure as state and district educational officer, EOSR-7
 - b. Currently an Educational Specialist III
 - c. Base Salary Range EOSR-7
3. Priority: Group I

EXAMPLE II:

1. Vacancy: District Educational Specialist (EOSR-5)
2. Applicant:
 - a. Highest level of tenure as state and district educational officer, EOSR-5
 - b. Currently Educational Specialist I
 - c. Base Salary Range EOSR-5
3. Priority: Group I

EXAMPLE III:

1. Vacancy: Educational Specialist II (EOSR-6)
2. Applicant:
 - a. Highest level of tenure as state and district educational officer, EOSR-5
 - b. Currently Educational Specialist II (Probationary)
 - c. Base Salary Range EOSR-5
3. Priority: Group II (Not tenured at EOSR-6 level)

EXAMPLES: PRIORITY FOR STATE AND DISTRICT EDUCATIONAL OFFICER APPOINTMENTS

EXAMPLE IV:

1. Vacancy: Educational Specialist II (EOSR-6)
2. Applicant:
 - a. Highest level of tenure as state and district educational officer -- None
(Not tenured as 12-month educational officer but tenured as Principal VI)
 - b. Currently on temporary appointment (temporary position) as Educational Specialist II
 - c. Base Salary Range EOSR-8)
3. Priority: Group II (Not tenured in class and level for the vacant position)

EXAMPLE V:

1. Vacancy: District Educational Specialist (EOSR-5)
2. Applicant:
 - a. Highest level of tenure as state and district educational officer, EOSR-5
 - b. Currently a Principal IV (EOSR-6)
 - c. Base Salary Range EOSR-6
3. Priority: Group I

EXAMPLE VI:

1. Vacancy: Educational Specialist (EOSR-6)
2. Applicant:
 - a. Highest level of tenure as state and district educational officer -- None (not tenured as educational officer)
 - b. Currently on a temporary appointment (temporary position) as Educational Specialist II (EOSR-6)
 - c. Base Salary Range -- None

EXAMPLES: PRIORITY FOR STATE AND DISTRICT EDUCATIONAL OFFICER APPOINTMENTS

3. Priority: Group III (non-tenured educational officer)

EXAMPLE VII:

1. Vacancy: Personnel Specialist II (EOSR-6)

2. Applicant: a. Highest level of tenure as state and district educational officer, EOSR-5

b. Currently an Educational Specialist II (EOSR-6)

Vicing

c. Permanent Salary Range, EOSR-5

3. Priority: Group II for first calendar year during vicing appointment. Group I after serving vicing appointment for more than one calendar year because the vicing salary range then becomes the Base Salary Range and the person becomes tenured at the EOSR-6 level (state and district tenure).

ADMINISTRATIVE GUIDELINES

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

Appointments to educational officer positions must be made under one of the ten types of appointments identified below:

(Caution: Salary conditions, Probation/Tenure and Position Advertisement procedures are merely summarized in these guidelines. Full details are available as referenced.)

A. REGULAR APPOINTMENT

Eligibility: Given to an educational officer (a) who has tenure in the class and salary range for the position, and (b) who is appointed indefinitely to a permanent, unencumbered position.

Duration: Continuous, subject to the occurrence of another appointment, resignation, retirement, termination for cause or layoff.

Salary Status Under Regulation #5206: Permanent (not temporary).

Guarantee: Not applicable.

Probation/Tenure: Has tenure in the class and salary range for his/her position.

B. LIMITED TERM APPOINTMENT (PROBATIONARY)

Eligibility: Given to an educational officer (a) who has not yet earned tenure in the class and salary range for the position, and (b) who is appointed indefinitely to a permanent, unencumbered position subject to a satisfactory completion of probation.

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

Duration: Continuous, subject to satisfactory completion of the probationary period, occurrence of another appointment, resignation, retirement, termination for cause or layoff. Appointment becomes a Regular Appointment after successful completion of probation.

Guarantee: Guaranteed return to which entitled only if Probationary Appointment is terminated and not converted to a Regular Appointment. Any guaranteed return rights are lost if the appointment becomes a Regular Appointment.

Salary Status Under Regulation #5206: Temporary during probationary period, and permanent when appointment becomes Regular Appointment.

Probation/Tenure: Serves on probation and may obtain tenure in the class and salary range for the position.

Subsequent Readvertisement and Board Action: Upon satisfactory completion of the probationary period, may be given Regular Appointment to the position without further position advertisement or reappointment by the Board.

C. LIMITED TERM APPOINTMENT (PROBATIONARY VICE)

Eligibility: Given to an educational officer who is appointed indefinitely to a permanent position which is encumbered to another educational officer holding a Probationary Guarantee and/or Chain Reaction Probationary Guarantee. See Appendix I for explanation of these terms.

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

Duration: Continuous subject to the return of the educational officer holding a Probationary Guarantee or Chain Reaction Probationary Guarantee and subject also to satisfactory completion of probation (when applicable), occurrence of another appointment, resignation, retirement, termination for cause or layoff. This appointment may become a Regular Appointment if the position becomes unencumbered and tenure is earned in the appropriate class and salary range.

Guarantee: Guaranteed return to whatever entitled upon termination of appointment. Any guaranteed return rights are lost if this appointment becomes a Regular Appointment.

Salary Status Under Regulation #5206: Temporary during period of Probationary Vice Appointment. Permanent if appointment becomes a Regular Appointment.

Probation/Tenure: If the employee is not tenured in the class and salary range, he/she serves on probation and obtains tenure in the class and salary range for the position upon meeting appropriate requirements. The attainment of tenure in the class and salary range, however, does not entitle the appointee to a Regular Appointment. The position may still be encumbered and must be vacated upon the return of the educational officer holding a Probationary Guarantee and/or Probationary Chain Reaction Guarantee.

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

Subsequent Readvertisement and Board Action: Under specified conditions (see duration clause), may be given Regular Appointment to the position without further advertisement or formal Board Action.

D. LIMITED TERM APPOINTMENT (VICING)

Eligibility: Given to an educational officer who is appointed indefinitely to a permanent position which is encumbered to another educational officer who is on leave, on another Vicing Appointment, on Temporary Appointment, on Temporary Position Appointment, on Temporary Not Qualified Appointment or Other Appointment Status that provides guaranteed return to the position.

Duration: Continuous subject to the return of the educational officer holding a guarantee or chain reaction guarantee and subject also to satisfactory completion of probation (when applicable), occurrence of another appointment, resignation, retirement, termination for cause or layoff. This appointment may become a regular Appointment if the position becomes unencumbered and tenure is earned in the appropriate class and salary range.

Salary Status Under Regulation #5206: Temporary. (Exception: For the administration of Article 10 appointment priority only, the salary range assigned during a Limited Term appointment becomes the Base Salary Range if and when

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

the Vicing Appointment extends beyond one full calendar year.)

Probation/Tenure: If the employee is not tenured in the class and salary range, he/she serves on probation and obtains tenure in the class and salary range for the position upon meeting appropriate requirements. The attainment of tenure in the class and salary range does not entitle the appointee to a Regular Appointment. The position may still be encumbered and the appointee must vacate the position upon the return of the educational officer holding a guaranteed return to the position.

Subsequent Readvertisement and Board Action: Under specified conditions (see duration clause), may be given Regular Appointment to the position without further advertisement or Board Action.

E. LIMITED TERM APPOINTMENT (TEMPORARY POSITION)

Eligibility: Given to an educational officer who is appointed to a 12-month non-school level temporary position, i.e., temporarily funded and without a proviso correspondingly increasing the position count of educational officers.

NOTE: Educational officers appointed to 10-month temporary positions shall be given appropriate appointments as if the positions were permanent.

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

Duration: Continuous subject to the duration of funding provided for the position, abolishment of the position, or occurrence of another appointment, resignation, retirement, termination for cause or lay off.

Guarantee: Guaranteed return to whatever entitled upon termination of this appointment.

Salary Status Under Regulation #5206: Temporary.

Probation/Tenure: Does not serve on probation and cannot earn tenure while under this type of appointment.

Subsequent Readvertisement and Board Action: If the position is subsequently made permanent, it must be readvertised and filled by Board Appointment.

F. LIMITED TERM APPOINTMENT (TEMPORARY)

Eligibility: Given to an educational officer who is appointed without formal position advertisement, on an "acting" basis until relieved.

Duration: Appointed until relieved by the Superintendent but cannot exceed six (6) months duration.

Guarantee: Guaranteed return to which entitled upon termination of this appointment.

Probation/Tenure: Does not serve on probation and cannot earn tenure while on this appointment.

Salary Status Under Regulation #5206: Temporary.

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

Subsequent Advertisement and Board Action: Extension of Temporary "Acting" Appointment requires Board Action. Any other type of appointment must be made after formal advertisement and filled by Board Appointment.

G. LIMITED TERM APPOINTMENT (TEMPORARY NOT QUALIFIED)

Eligibility: Given to an educational officer who is appointed to a permanent or temporary position for which he/she does not qualify (because no qualified applicant is available).

Duration: Termination upon expiration of appointment termination date or as otherwise specified.

Guarantee: Guaranteed return to whatever entitled upon termination of this appointment. If no employment guarantee, terminates employment.

Salary Status Under Regulation #5206: Temporary.

Probation/Tenure: Does not serve on probation and cannot earn tenure under this type of appointment.

Subsequent Readvertisement and Board Action: Upon termination of this appointment, position must be readvertised and filled by Board Appointment.

H. LIMITED TERM APPOINTMENT (VICING IN A TEMPORARY POSITION)

Eligibility: Given to an educational officer who is appointed to a 12-month non-school level temporary position, i.e., temporarily funded and without a proviso correspondingly increasing the position count of educational officers,

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

which is encumbered to another educational officer by virtue of his/her prior appointment to the position.

Duration: Continuous until one of the following events occurs:

1. The educational officer holding the guarantee to the position returns or
2. The funding period for the position ends or funds cease to be available to continue the position.
3. The position is abolished.
4. Layoff.
5. Other such actions which may cause the position to become unencumbered or no longer in existence.

This appointment may become a Limited Term Appointment (Temporary Position) if the position becomes unencumbered.

Guarantee: Guaranteed return to whatever entitled upon termination of this appointment.

Salary Status Under Regulation #5206: Temporary.

Probation/Tenure: Does not serve on probation and cannot earn tenure while under this type of appointment.

Subsequent Readvertisement and Board Action: If the position is subsequently made permanent, it must be readvertised and filled by Board Appointment. The appointee may be given a Limited Term Appointment (Temporary Position) without further advertisement of formal Board action if the position becomes unencumbered.

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

I. **EDUCATIONAL OFFICER APPOINTMENT TO SUPERINTENDENT, SUBORDINATE SUPERINTENDENT OR ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT POSITIONS**

Eligibility: Given to an educational officer who is appointed to the Superintendent, Subordinate Superintendent or Administrative Assistant to the Superintendent positions in accordance with the Laws of Hawaii.

Duration: Continuous until one of the following events occurs:

1. Is voluntarily relieved,
2. resigns or
3. is removed from office.

Guarantee/Placement Rights: Upon removal from office, a Superintendent, Subordinate Superintendent, or an Administrative Assistant to the Superintendent appointed from the educational officer ranks shall be placed into an educational officer position for which he/she has tenure and/or qualifies in accordance with Regulation #5603.

Probation/Tenure: Does not serve on probation and does not accumulate tenure while on this appointment.

Salary Status Under Regulation #5206: Permanent. Salaries are set by State Statutes and subject to Board Approval.

Subsequent Advertisement and Board Action: Positions may be advertised but not required. Positions must be filled by Board Appointment.

TYPES OF EDUCATIONAL OFFICER APPOINTMENTS

J. NON-EDUCATIONAL OFFICER APPOINTMENT TO SUPERINTENDENT, SUBORDINATE SUPERINTENDENT, AND ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT POSITIONS

Eligibility: Given to a qualified person who is appointed to the Superintendent, Subordinate Superintendent, or Administrative Assistant to the Superintendent positions in accordance with the Laws of Hawaii.

Duration: Continuous until one of the following events occurs:

1. Is voluntarily relieved,
2. resigns or
3. is removed from office.

Guarantee/Placement Rights: A Superintendent, Subordinate Superintendent, or Administrative Assistant to the Superintendent who was not appointed from the educational officer ranks has no right to be placed into an educational officer position except by consultation and agreement with the exclusive Bargaining Unit 6 representative.

Probation/Tenure: Does not serve on probation and does not accumulate tenure while on this appointment.

Salary Status Under Regulation #5206: Permanent. Salaries are set by State Statutes and subject to Board Approval.

Subsequent Advertisement and Board Action: Positions may be advertised but not required. Positions must be filled by Board Appointment.

Attachments:

1. Appendix I - Probationary Guarantee and Chain Reaction
Probationary Guarantee: Definition and Examples
2. Appendix II - List of References
3. Summary Chart

Probationary Guarantee: Guarantee held by an educational officer while serving on probation.

Chain Reaction Probationary Guarantee: Guarantee held by an educational officer whose currently occupied position is encumbered because of the chain reaction movement that may occur from a Probationary Guarantee.

Chain Reaction Example:

Initial
Transaction

Employee "A" receives a Probationary Appointment to Position 65320, Director (EOSR-9). He/she retains a Probationary Guarantee to his/her former Position 65330, Personnel Specialist III (EOSR-7).

Chain
Reaction 1:

Employee "B", a tenured Personnel Specialist III, receives a "Probationary Vice" Appointment to Position 65330, Personnel Specialist III (EOSR-7). He/she retains a Chain Reaction Probationary Guarantee to Position 65340, Personnel Specialist III (EOSR-7).

Chain
Reaction 2:

Employee "C", who is not a tenured Personnel Specialist III, receives a "Probationary Vice" Appointment to Position 65340, Personnel Specialist III (EOSR-7). He/she retains both a Chain Reaction Probationary Guarantee and a Probationary Guarantee to Position 65350, Personnel Specialist II (EOSR-6).

Chain
Reaction 3:

Employee "D", a tenured Personnel Specialist II, receives a "Probationary Vice" Appointment to Position 65350, Personnel Specialist II (EOSR-6). He/she retains a Chain Reaction Probationary Guarantee to Position 65360, Principal II (EOSR-4).

APPENDIX I - PROBATIONARY GUARANTEE

Chain Reaction 4: Employee "E", who is not a tenured Principal II, receives a "Probationary Vice" Appointment to Position 65360, Principal II (EOSR-4). He/she retains a Chain Reaction Probationary Guarantee and a Probationary Guarantee to Position 65370, Vice Principal II (EOSR-2).

Chain Reaction 5: Employee "F", who is not a tenured Vice Principal II, receives a "Probationary Vice" Appointment to Position 65370, Vice Principal (EOSR-2). He/she retains both a Chain Reaction Probationary Guarantee and a Probationary Guarantee to vacant Position 65380, Vice Principal (EOSR-1).

Situation I: The usual situation is that Employees "A", "C", "E", and "F" will successfully complete their probation and, thus, relinquish their guarantees.

Situation II: If Employee "A" does not successfully complete his/her probation and must return to his/her guaranteed position, a chain reaction movement results whereby all affected employees return to their guaranteed position.

Situation III: If employee "F" fails to gain tenure then he/she must return to his/her guaranteed position (65380). This movement does not affect employees "A", "B", "C", "D" and "E" because Employee "F" is the last link in the chain.

LIST OF REFERENCES

1. **Agreement Between Hawaii State Board of Education and Hawaii Government Employees' Association, AFSCME Local 151, AFL CIO (Educational Officer Bargaining Unit July 1, 1985 to June 30, 1987).**
 - Article 10 Appointments
 - Article 11 Tenure
 - Article 16 Temporary Assignment
2. **School Code**
 - Regulation #5102 Recruitment & Appointment of Educational Officers
 - Regulation #5108 Types of Assignments
 - Regulation #5200 Compensation
 - Regulation #5206 Personnel Actions and Subsequent Placement on the Salary Schedule
 - Regulation #5101 Probation and Tenure of Educational Officers
3. **Letter of Understanding, BOE-HGEA, dated July 31, 1975**

SUMMARY OF EDUCATIONAL OFFICER APPOINTMENT TYPES

Appointment Type	Duration	Guarantee	Salary (5206)	Probationary/ Tenure	Readvertisement	Subsequent Board Action
A. REGULAR	Continuous.	Not Applicable	Permanent	Tenure	Not Applicable	Not Applicable
B. LIMITED TERM (PROBATION- ARY)	Continuous. Subject to prob.	To which entitled while on prob.	Temporary during prob. Permanent thereafter.	Yes	No	No
C. LIMITED TERM (PROBATION- ARY VICE)	Continuous. Subject to return of incumbent and subject to prob.	To which entitled while vicing.	Temporary while vicing. Permanent after regular appointment.	Yes	No	No
D. LIMITED TERM (VICING)	Continuous until the return of incumbent or until position becomes unen- cumbered. Subject to prob.	To which entitled.	Temporary (Permanent for Article 10 eligibi- lity after the appoint- ment extends beyond one full calendar year.)	Yes	No	No
E. LIMITED TERM *** (TEMPORARY POSITION)	Continuous for duration of position and/or position funding.	To which entitled.	Temporary	No	Yes. If posi- tion made permanent.	Yes. If posi- tion made permanent.
F. LIMITED TERM (ACTING)	Until relieved but cannot exceed 6 months.	To which entitled.	Temporary	No	Maybe**	Yes
G. LIMITED TERM (TEMPORARY NOT QUALI- FIED)	Terminates on expiration date or as otherwise specified.	To which entitled. If no entitlement terminates employment.	Temporary	No	Yes	Yes
H. LIMITED TERM (VICING IN TEMPORARY POSITION)	Continuous. Subject to specified conditions.	To which entitled.	Temporary	No	Yes	Yes
I. EDUCATIONAL OFFICER TO SUPERINTEN- DENT AND SUBORDINATE SUPERINTEN- DENTS AND ADMINISTRA- TIVE ASSIST- ANT TO THE SUPERINTEN- DENT POSI- TIONS	Continuous. Subject to specified conditions.	Placement into other E.O. posi- tions for which tenured and/or quali- fied.	Permanent	No	Not necessary	No
J. NON-EDUCA- TIONAL OFFICER TO SUPERINTEN- DENT AND SUBORDINATE SUPERINTEN- DENTS AND ADMINISTRA- TIVE ASSIST- ANT TO THE SUPERINTEN- DENT POSI- TIONS	Continuous. Subject to specified conditions.	No place- ment right into E.O. position.	Permanent	No	Not necessary	Yes

* Concept of guarantee is applied only after appointment is terminated. The individual cannot claim his/her guarantee until such termination occurs. If determined appropriate, layoff procedures may be used if a tenured educational officer's Limited Term Appointment expires and he/she has no guaranteed rights to a specified position.

** Readvertisement becomes necessary if position is to be filled by another type of appointment (non-acting).

*** Exception for 10-month temporary Educational Officer Positions. Individuals shall be treated as though positions were permanent and shall be given appropriate appointments and conditions of employment.

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

RECRUITMENT AND APPOINTMENT OF TEACHERS

A. Recruitment

The Office of Personnel Services shall maintain a pool of teacher applicants from which potential new hires are referred to schools where vacancies exist. The Office of Personnel Services shall maintain a systematic program of teacher recruitment to continually anticipate short and long ranged hiring needs and to proactively pursue appropriate activities to:

1. Raise the quality of applicants in the Applicant Pool.
2. Respond to projected shortages.
3. Encourage the availability of qualified individuals from under-represented gender and ethnic groups as identified in the Department's Affirmative Action Plan.

B. Application

1. Any person interested in employment with the Department shall complete the application requirements specified by the Office of Personnel Services.
2. Each application must be complete. Omissions, misstatement of facts or falsifying any part of the application shall be considered grounds for change of conditions of employment, rejection, dismissal or cancellation of contract.
3. Each applicant must provide results of the National Teachers' Examination (NTE) in each of the available components (i.e., NTE CORE

General Conditions of Recruitment, Selection
and Appointment - Recruitment and Appointment
of Teachers (continued)

Battery and specialty area(s)). A tenured teacher returning to service after an absence of five years or less shall not be required to provide results of the NTE. Beginning September 1994, the NTE Core Battery and specialty area tests will be replaced by the Educational Testing Service's new PRAXIS Series: Professional Assessments for Beginning Teachers. The NTE Core Battery and specialty tests will be replaced incrementally by the equivalent PRAXIS assessments as they are authorized by the Educational Testing Service for use by the Department of Education.

4. Each applicant must provide results of the student teaching evaluation or other acceptable experiential evaluation report.
5. Each applicant must provide official transcripts, placement file, letters of recommendation and other documents or statements verifying educational qualifications for certification and experience credit for placement on the salary schedule.
6. Each applicant must be personally interviewed by professional staff who will appraise the applicant's potential in relation to specific job-related skills and abilities usually identified with successful teaching performance.

C. Preference for Employment

Preference for employment shall be given to local residents of the same standing, grade or rating as those non-resident to the State.

General Conditions of Recruitment, Selection
and Appointment - Recruitment and Appointment
of Teachers (continued)

D. Selection of Teachers

Consideration for the selection of new teachers shall be based on comparative qualifications such as certification, teaching skills, experience(s), special ability(ies) related to school programs, and other appropriate factors. Generally, higher consideration shall be given to applicants who more closely meet the Department's Profile of an Effective Teacher.

E. Types of Teacher Appointments

Teachers shall be appropriately appointed under one of the following types of appointment as determined by the Department:

1. Probationary Teacher Appointment

Eligibility: Teachers who are not eligible for tenure (except those that do not meet appropriate certification requirements) shall be given probationary appointments if appointed to position vacancies that are of relatively certain duration and of sufficient length to qualify for at least one semester of probationary credit in accordance with the provisions of Regulations #5106 or #5111.

Contract: Employed under Limited Term Appointment Agreement.

Compensation: Placement on the Teacher Salary Schedule in accordance with 5200 Series of the School Code.

Duration: One school year or duration as applicable, subject to the following conditions:

- a. Termination for cause
- b. Resignation

General Conditions of Recruitment, Selection
and Appointment - Recruitment and Appointment
of Teachers (continued)

c. Retirement

d. Position termination for lack of work or layoff

Reemployment Commitment: Given appropriate priority for rehire
(subject to the availability of a suitable position) upon expiration
of appointment, but not guaranteed reemployment.

Condition for Employment: Teaching position vacant with no eligible
tenure teacher candidates.

Probationary Service: Probationary service shall be earned and
tenure eligibility determined in accordance with the provisions
of Regulations #5101, #5106 and #5111.

2. Temporary Teacher Appointment

Eligibility: Teachers who are not eligible for tenure shall be
given temporary appointments when appointed under one of the following
types of situations:

- a. Appointed without meeting the required certification standards
for the position because no eligible person is available.
- b. Appointed to position vacancies of relatively uncertain duration
(because incumbent on sick leave or leave duration is uncertain,
because of uncertain student enrollment projections, because
of possible funding restrictions, etc.).

NOTE: Appointment must be projected to last for a minimum of
90 calendar days. Position vacancies projected for less
than 90 days should be accommodated by substitute teachers.

General Conditions of Recruitment, Selection
and Appointment - Recruitment and Appointment
of Teachers (continued)

- c. Appointed to position vacancies that do not meet eligibility standards for a probationary appointment.

Contract: Employed under Temporary Teacher Appointment Agreement.

Compensation: Placement on the Teacher Salary Schedule in accordance with 5200 Series of the School Code.

Duration: Not to exceed the period stated on the employee's contract.

May be terminated without a hearing at any time prior to contract expiration only under the following circumstances.

- a. Early return of the incumbent employee to which the position is obligated.
- b. Termination of the position for lack of work or lack of funds.
- c. Placement of a tenured or probationary employee who is staff reduced from another position.

In case of early termination, the Department will give at least 24 hours notice to the employee. Whenever possible, the Department will try to give ample notice.

Reemployment Commitment: Reemployment not guaranteed. Given appropriate priority for rehire in accordance with previously earned probationary status (subject to the availability of a suitable position) upon expiration of appointment.

Condition for Employment: Teaching position vacant with no eligible tenure teacher candidates.

General Conditions of Recruitment, Selection
and Appointment - Recruitment and Appointment
of Teachers (continued)

Probationary Service: Probationary service may be earned and tenure eligibility determined in accordance with the provisions of Regulations #5101, #5106 and #5111.

NOTE: An employee who does not meet certification standards for a teacher position shall not earn probationary service.

3. Continuing (Tenure) Appointment

Eligibility: Teachers who have satisfactorily completed probationary teaching requirements shall be given continuous (tenure) appointments.

Contract: Employed under Continuing Appointment Agreement.

Compensation: Placement on the Teacher Salary Schedule in accordance with 5200 Series of the School Code.

Duration: Continuous employment subject to the following conditions:

- a. Termination for cause
- b. Resignation
- c. Retirement
- d. Layoff

Reemployment Commitment: Tenured teacher entitlements according to Department established procedure.

Conditions for Employment: Teaching positions vacant for Department programs implementation.

Adopted 9/1/70; Amended 10/74; Amended 8/75; Amended 5/85; Amended 6/86;
Amended 11/88; Amended 8/91; Amended 9/93

PROCEDURE: RECRUITMENT AND APPOINTMENT OF NEW EMPLOYEES (TEACHERS)

REFERENCE: REGULATION #5103

FORMS : PERSONNEL FORM 100 (APPLICATION FOR PROFESSIONAL TEACHING AND/OR
SUPPORT POSITION)

SF-5A (NOTIFICATION OF PERSONNEL ACTION)

RESPONSIBILITIES:

1. APPLICANT

- a. Submits completed Form 100, Professional Application, to the Recruitment Section of the Office of Personnel Services.
- b. Provides official transcripts, placement files, National Teachers Examination (NTE) scores (or PRAXIS Series scores when NTE is superseded), letters of recommendations and other documents or statements verifying educational qualifications for certification and experience credit for salary step placement.

2. PRINCIPAL

- a. Notifies district office of vacancies.
- b. When feasible, interviews and recommends placement(s) of new employee(s) from approved list.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

- a. Consults with the Office of Personnel Services on all vacancies within the district.
- b. Places all district unassigned teachers under contract to appropriate school vacancies.
- c. Informs teacher and principal of assignment.

4. OFFICE OF PERSONNEL SERVICES

- a. Interviews all applicants.
- b. Maintains a current teacher applicant pool of potential employees.

- c. Consults with district personnel officers on vacancies and availability of applicants.
- d. Contracts all new hires and takes appropriate action to effect employment.
- e. Assigns teachers to districts.

Revised 9/1/70; Amended 10/74; Amended 6/86; Amended 9/93

PROCEDURE: TERMINATION OF TEMPORARY APPOINTMENTS PRIOR TO EXPIRATION DATE
OF CONTRACT

REFERENCE: REGULATION #5102

FORMS : TEMPORARY TEACHER'S APPOINTMENT AGREEMENT
FORM 191 (TERMINATION NOTICE TO TEMPORARY TEACHER)

RESPONSIBILITIES:

1. PRINCIPAL

- a. Monitors the status of personnel and positions of the school.
- b. Upon determining the necessity to terminate a temporary teacher prior to the specified date of contract expiration, consults with district superintendent.
- c. When granted approval or when so directed by the district superintendent, informs the temporary teacher of termination action.
- d. Completes and distributes Form 191.

2. DISTRICT SUPERINTENDENT

- a. Approves or disapproves principal's request to terminate temporary teacher.
- b. Notifies Office of Personnel Services.

4. OFFICE OF PERSONNEL SERVICES

Processes appropriate transactions.

Adopted 8/75; Amended 6/86

PROCEDURE : IDENTIFYING AND FILLING A TEMPORARY TEACHING VACANCY

REFERENCES: REGULATION #5103

FORM : PERSONNEL FORM 105 (VACANCY REPORT FORM)

RESPONSIBILITIES:

1. PRINCIPAL

- a. Identifies the need to fill a temporary teaching vacancy based on expected incumbent teacher absences of 90 or more calendar days.
- b. Completes and submits Form 105 to district superintendent (call in information if urgent) giving at least 10 days lead time whenever possible.

2. DISTRICT SUPERINTENDENT

- a. Reviews and approves Form 105 and distributes according to distribution instructions on form.
- b. Coordinates the process of appointing or assigning a teacher to the temporary vacancy following the priority of selection established by the Superintendent.
- c. Processes necessary forms to Office of Personnel Services recommending appointment or assignment of a teacher to the temporary vacancy.

3. OFFICE OF PERSONNEL SERVICES

Contracts and/or processes recommended teacher assignee or appointee if such appointment or assignment is properly authorized.

NOTE: For the purpose of this procedure, the term "Teaching Vacancy" refers to vacancies in positions normally compensated from the teachers' salary schedule.

Adopted 8/75; Amended 6/86

PROCEDURE: CONTRACTING TEACHERS FOR INITIAL PROBATIONARY APPOINTMENTS AND
TEMPORARY APPOINTMENTS

REFERENCE: REGULATION #5103

FORMS : APPOINTMENT AGREEMENT

TEMPORARY TEACHER'S APPOINTMENT AGREEMENT

RESPONSIBILITIES:

1. TEACHER

a. If Accepting Appointment

(1) Signs Appointment Agreement and returns original document to
Office of Personnel Services within established deadline.

(2) Reports to work as assigned.

b. If Not Accepting Appointment

Returns unsigned Appointment Agreement to Office of Personnel Services
with accompanying written explanation.

2. OFFICE OF PERSONNEL SERVICES

a. Issues appropriate Appointment Agreement to teacher applicant selected
for appointment (see Procedure #5102) for teacher recruitment and
appointment process).

b. Processes appropriate Appointment Agreement upon receipt of signed
original document from teacher.

c. If no response from teacher within established deadline, assumes
non-acceptance.

Adopted 9/1/70; Amended 10/74; Amended 8/75; Amended 6/86

PROCEDURE : PROCESSING RENEWAL/NON-RENEWAL OF PROBATIONARY APPOINTMENTS

REFERENCES: REGULATION #5103; SECTION 297-9, HAWAII REVISED STATUTES
(NOTE: For non-renewal on the basis of adverse evaluation,
see Procedure #5602)

FORMS : APPOINTMENT AGREEMENT
CONTINUING APPOINTMENT AGREEMENT

RESPONSIBILITIES:

1. TEACHER

Upon receipt of appointment agreement:

a. If accepting appointment:

Signs and returns original document to the Office of Personnel
Services within established deadline.

b. If not accepting appointment:

Returns unsigned document to the Office of Personnel Services with
accompanying written explanation.

2. PRINCIPAL (IF INITIATING NON-RENEWAL OF CONTRACT FOR REASONS OTHER
THAN ADVERSE EVALUATION)

a. Confers with the district superintendent.

b. Prepares written recommendation.

c. Informs teacher of recommended action.

d. Transmits recommendation to the district superintendent (copy to
teacher).

3. DISTRICT SUPERINTENDENT

a. If principal's recommendation for non-renewal of contract is received:

(1) Reviews principal's recommendation.

(2) Approves or disapproves principal's recommendation.

(3) If concurs, transmits recommendation to the Superintendent
(copy to teacher, principal).

b. If initiating non-renewal of contract for reasons other than adverse evaluation:

- (1) Confers with the Superintendent.
- (2) Prepares written recommendation.
- (3) Informs teacher of the recommended action.
- (4) Transmits recommendation to the Superintendent (copy to teacher).

4. SUPERINTENDENT

a. If district superintendent's recommendation for non-renewal of contract is received:

- (1) Reviews recommendations of the district superintendent.
- (2) Approves or disapproves recommendation.
- (3) Transmits decision to teacher and district superintendent.

b. If initiating non-renewal of contract for reasons other than adverse evaluation:

- (1) Determines the renewal or non-renewal of appointment agreements based on availability of suitable position(s) and other factors that may be considered.
- (2) Transmits notification of employment status to affected teachers.

5. OFFICE OF PERSONNEL SERVICES

- a. Prepares appointment agreements as determined by the Superintendent.
- b. Processes appropriate transactions.

Adopted 10/74; Amended 8/75; Reviewed 6/86

PROCEDURE: TEACHERS WHO HAVE TENURE REQUESTING REAPPOINTMENT

REFERENCE: REGULATION #5103

FORM : PERSONNEL FORM 101 (TEACHER REQUEST FOR ASSIGNMENT FOR SCHOOL
YEAR _____)

RESPONSIBILITIES:

1. TEACHER

Completes Form 101 in a timely manner.

2. PRINCIPAL

a. Informs teacher of action taken on Form 101. Returns one copy to teacher and files original at school.

b. Summarizes Form 101 information on IBM printout (school list) and forwards three copies to the district office.

3. DISTRICT SUPERINTENDENT

a. Compiles IBM printout and prepares district summary.

b. Forwards one set to Office of Personnel Services.

4. OFFICE OF PERSONNEL SERVICES

Processes reappointment.

Adopted 9/1/70; Amended 10/74; Amended 6/86

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

RECRUITMENT AND EMPLOYMENT OF NON-SALARIED EMPLOYEES

The Department shall support instructional needs through recruitment and employment of instructional personnel compensated on a non-salary schedule. Such employees shall be compensated according to the various day-to-day, per hour or per unit rates of pay. Non-salaried employees consist of the following:

1. Substitute Teachers

The Department shall maintain quality education to students in the absence of regular teachers.

Eligibility: To be employed, substitute teachers must apply and be registered on the current lists administered by the respective districts in accordance with established classification requirements based upon academic preparation/training.

Contract: None. Payment upon completed substitute teaching services verified on the Department's form.

Compensation: Daily rate based on classification status in accordance with Department established requirements.

Duration: Day-to-day notification of employment.

Reemployment Commitment: None. Annual reapplication required.

Conditions for Employment: Employed during the absence of salaried classroom teachers and specialty instructors.

2. Specialty Instructors - Less than Half-Time

The Department shall provide qualified instructors to enable schools to offer a full complement of teaching and learning activities.

General Conditions of Recruitment, Selection
and Appointment - Recruitment and Employment
of Non-Salaried Employees (continued)

Eligibility: To be employed, specialty instructors must meet the requirements of the instructional assignment/course and be capable of performing the unique responsibilities, functions, specified terms and conditions established by the principal. Recommended for employment by the principal in accordance with established procedure.

Contract: Specialty Instructor Contract shall specify the terms and conditions of employment.

Compensation: Per unit rate for days services are rendered.

Duration: Appropriately contracted for one semester, remainder of a semester, or a school year.

Reemployment Commitment: None. No guarantee of reemployment.

Conditions for Employment: Employed when schools require a teacher for one course section or not more than a half-time teacher for courses or class(es) to provide a full range of educational programs to students.

3. Part-Time Temporary Teachers

The Department shall provide supplementary teachers to facilitate the implementation of educational programs to meet additional developmental needs of students.

Eligibility: To be employed, part-time temporary teachers are recommended for employment by the principal.

Contract: None. Employment specified on Department's Form 432.

Compensation: Per hour rate based on classification status in accordance with Department established requirements.

Duration: Limited to program needs.

General Conditions of Recruitment, Selection
and Appointment - Recruitment and Employment
of Non-Salaried Employees (continued)

Reemployment Commitment: None. Reemployment based on program needs for supplementary instruction.

Conditions for Employment: Part-time temporary teachers are hired as needed to meet specific program needs for less than 50% services.

4. Coaches

In support of the athletics program, coaches for various sports may be hired to meet the needs of the schools.

Eligibility: To be employed, coaches are employed upon recommendation by the principal.

Contract: None.

Compensation: In accordance with Regulation #5204-E.

Duration: Limited to needs of the sport.

Reemployment Commitment: None. Reemployment based on program needs and principal's recommendation.

Conditions for Employment: As determined by the school principal.

5. Substitute School Administrators

The Department may provide substitute school administrators when regular school administrators are absent for reasons such as illness, transfer, promotion, or approved leave for the benefit of the Department. Substitute school administrators may be provided only for those days when school is in session.

Eligibility: A substitute school administrator must have possessed a valid Professional School Administrator Certificate at the time of retirement or resignation or alternatively must otherwise possess comparable qualifications or experience as determined by the Department.

General Conditions of Recruitment, Selection
and Appointment - Recruitment and Employment
of Non-Salaried Employees

Contract: None.

Compensation: In accordance with Regulation #5203-J. Vacation, sick leave, and retirement benefits are not applicable to substitute school administrators.

Duration: As needed on a day-to-day extension basis.

Reemployment Commitment: None.

Conditions for Employment: Employed on an emergency per diem basis.

6. Substitute Twelve-Month Educational Officers

The Department may, in positions providing critical services as determined by the Superintendent, provide substitute twelve-month educational officers when regular twelve-month educational officers are absent for reasons such as extended illness, transfer, promotion, or approved leave for the benefit of the Department.

Eligibility: Substitute twelve-month educational officers should possess appropriate education and experience qualifications, and must possess the required knowledge and abilities to perform effectively in the assigned areas of responsibility.

Contract: None.

Compensation: In accordance with Regulation #5203-J. Vacation, sick leave, and retirement benefits are not applicable to substitute twelve-month educational officers.

Duration: As needed on a day-to-day extension basis.

Reemployment Commitment: None.

Conditions for Employment: Employed on an emergency per diem basis, not to exceed 30 working days at a time.

PROCEDURE: RECRUITMENT, EMPLOYMENT, AND DEVELOPMENT OF SUBSTITUTE TEACHERS

REFERENCE: REGULATION #5103-A.1

FORM : PERSONNEL FORM 104 (APPLICATION FOR PLACEMENT ON THE DISTRICT
SUBSTITUTE TEACHERS' LIST

RESPONSIBILITIES:

1. APPLICANT

- a. Contacts the district personnel office in which substitute teaching employment is desired.
- b. Submits application and all necessary documents (HW-4, W-4, Certification of Social Security Number, Medical Exam Clearance, Department of Health tuberculin clearance certification, diploma/official transcript) for substitute teaching employment to the district personnel office.
- c. Attends required orientation sessions and workshops.

2. PRINCIPAL

- a. Refers all interested applicants to the district personnel office.
- b. Provides appropriate information to substitute teachers.

3. DISTRICT SUPERINTENDENT

- a. Prepares and maintains a substitute teacher list for the districts.
- b. Forwards application (Form 104) and all necessary verifying documents to the state personnel office.
- c. Conducts substitute teacher orientation sessions and workshops.

4. OFFICE OF PERSONNEL SERVICES

- a. Verifies applicant's qualifications, determines proper classification, issues appropriate Standard Form 5A (SF-5A) and processes necessary forms for payroll.

- b. Notifies applicant of employment status.
- c. Adds or deletes applicant's name from substitute teachers' list as necessary.
- d. Works with districts in providing substitute teacher workshops.
- e. Informs all districts of teachers not eligible for substitute work.
- f. Conducts periodic assessment of the Department's substitute teacher program.

Revised 9/1/70; Amended 10/74; Amended 6/86

PROCEDURE: RECRUITMENT AND EMPLOYMENT OF SPECIALTY INSTRUCTORS

REFERENCE: REGULATION #5104

FORMS : SPECIALTY INSTRUCTOR CONTRACT

PERSONNEL FORM 432 (CERTIFICATION FOR EMPLOYMENT PART-TIME EMPLOYEES)

RESPONSIBILITIES:

1. APPLICANT

- a. Contacts the principal of the school with the identified/announced position.
- b. Provides verification of abilities, attributes and qualifications for the specific requirements of the position.
- c. Completes all employment clearance requirements.

2. PRINCIPAL

- a. Identifies need for specialty instructor and provides justification to the district superintendent.
- b. Recruits and selects specialty instructor(s).
- c. Submits required documents for employment including Form 432 to the Office of Personnel Services.
- d. Specifies the duties and responsibilities of the specialty instructor.
- e. Submits completed organizational time sheets(s) in a timely manner to the appropriate office.
- f. Assesses the performance of the specialty instructor.

3. DISTRICT SUPERINTENDENT

- a. Authorizes specialty instructor(s) position(s).
- b. Forwards appropriate documents to the Office of Personnel Services.

4. OFFICE OF PERSONNEL SERVICES

- a. Receives and processes all documents for employment.
- b. Issues Specialty Instructor Contract.
- c. Completes transactions for employment and compensation.
- d. Assists principals in the recruitment of specialty instructors.

Adopted 6/86

PROCEDURE: RECRUITMENT AND EMPLOYMENT OF PART-TIME TEMPORARY TEACHERS

REFERENCE: REGULATION #5104

FORM : FORM 432 (CERTIFICATION FOR EMPLOYMENT PART-TIME EMPLOYEES)

RESPONSIBILITIES:

1. APPLICANT

- a. Submits completed application form to the district personnel office.
- b. Provides verification of qualifications for specific instructional functions.
- c. Submits required employment forms.

2. PRINCIPAL

- a. Obtains list of eligible applicants from the district offices.
- b. Interviews and selects part-time temporary teacher(s) for authorized programs of the school.
- c. Submits completed Form 432 with attached documents for employment to the district personnel office.
- d. Specifies duties and responsibilities of part-time temporary teacher.
- e. Submits completed organizational time sheet(s) in a timely manner to the appropriate office.

3. DISTRICT OFFICE

- a. Develops and maintains a part-time temporary teacher list.
- b. Provides list of available applicant to schools.

4. OFFICE OF PERSONNEL SERVICES

- a. Annually announces the employment program for part-time temporary teachers.
- b. Processes all documents for employment and compensation.

- c. Assists principals/educational specialists in the recruitment of part-time temporary teachers.

Adopted 6/86

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

EMPLOYEE BENEFITS FOR PART-TIME TEMPORARY CERTIFICATED EMPLOYEES

A. Applicability

This regulation applies to non-salaried *certificated employees of the Department who are employed to perform services on a weekly, daily, hourly or other non-salaried basis. This category of employees generally includes specialty instructors, substitute teachers, adult education teachers, summer school teachers, driver education instructors, home instruction teachers, and other types of part-time temporary teachers.

B. Benefits

Part-time temporary employees are eligible for employee benefits as follows:

1. Compensation: Compensation shall be based on non-salaried rates established by the Hawaii Revised Statutes or by Department regulations.
2. Sick Leave: Only as allowed under temporary disability insurance provisions.
3. Vacation: None.
4. Retirement: Not eligible for membership.
5. Health Fund: Not eligible for membership.
6. Service Awards: Not eligible.
7. Service Credit: No service credit. Accordingly periods of part-time employment cannot be applied to meet the requirements for salary increment and longevity step credit on the teachers' salary schedule,

*For the purpose of this regulation, certificated employees refer to Department employees in jobs that are regulated by DOE certification requirements.

General Conditions of Recruitment,
Selection and Appointment - Employee Benefits
for Part-time Temporary Certificated Employees
(continued)

probationary service, time-in-class, sabbatical leave eligibility,
certification, seniority in the school, seniority in the Department,
etc.

8. Eligibility for Leaves of Absence: Not eligible under 5400 series
of the School Code.
9. Workers' Compensation: Coverage shall be in accordance with workers'
compensation regulations.
10. Tenure: None.

C. Concurrent Employment

In cases where a part-time temporary employee is also employed as
a regular employee of the State, the employee is considered to be
employed in two separate and unrelated jobs with each job providing
its own benefits. Thus, such an employee cannot apply benefits that
accrue from his/her regular employment with the State to his/her part-
time employment. (For example, a regular teacher who earns sick leave
benefits cannot apply such sick leave to his/her part-time employment
as a Driver Education Instructor.)

Adopted 10/74; Amended 6/86

GENERAL CONDITIONS FOR RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

EMPLOYEE BENEFITS FOR LESS THAN FULL-TIME EMPLOYEES

This regulation applies to employees paid on the teachers' or educational officers' salary schedule who are employed at less than 100% of full-time equivalency (FTE). Such employees shall be eligible for employee benefits as follows:

- A. Compensation: Compensation shall be based on the rate of pay specified on the appropriate salary schedule as adjusted in accordance with the appropriate percentage of full-time equivalency.
- B. Sick Leave: Sick leave benefits shall be earned in accordance with Regulation #5404, but adjusted in accordance with the appropriate percentage of full-time equivalency.
- C. Vacation: Vacation benefits shall apply in accordance with Regulation #5403, but any accrual shall be adjusted in accordance with the appropriate percentage of full-time equivalency.
- D. Retirement:
 1. Employees employed at 50% FTE or more. Employees employed at 50% FTE or more and who are also employed for at least three months are members of the Employees' Retirement System under provisions of Regulation #5505 of this School Code. Benefits for such employees are identical to full-time employees except that retirement service is accumulated on the basis that credit is proportionate to FTE. (Example: 50% FTE employee who serves one full year is credited with one-half year (6 months) of retirement service.)

General Conditions for Recruitment,
Selection and Appointment - Employee Benefits
for Less than Full-Time Employees (continued)

2. Employees employed at less than 50% FTE. Not eligible for membership.

E. Health Fund Benefits:

1. Employees employed at 50% FTE or more for a period of at least 3 months. Benefits are identical to full-time employees.
2. Employees employed at less than 50% FTE. Not eligible for health fund benefits.

F. Service Awards: Employees accumulate service for service awards at the rate of one month credit for every month of service regardless of FTE percentage.

G. Service Credit: Service credit for salary increment, longevity step credit, probationary service, time-in-class, sabbatical leave eligibility, seniority in the school and seniority in the Department shall be reviewed in terms of semesters. Each semester shall be earned in accordance with the specifically applicable provisions of Regulation #5111 and other appropriate regulations.

1. Employees employed at 50% FTE or more. Employees who are employed at 50% FTE or more earn service credit in the same manner as employees employed at 100% FTE.
2. Employees employed at less than 50% FTE. No service credit.

H. Eligibility for Long-Term Leaves:

1. Employees employed at 50% FTE or more. Such employees may apply for long-term leaves of absence in accordance with appropriate regulations and procedures.

General Conditions of Recruitment,
Selection and Appointment - Employee Benefits
for Less than Full-Time Employees (continued)

2. Employees employed at less than 50% FTE. Such employees are not eligible for long-term leaves of absence.

I. Eligibility for Short-Term Leaves: Short-term leave provisions are applicable to all less than full-time employees in accordance with appropriate regulations and procedures.

J. Tenure Rights Attained: Tenure rights are maintained in full force during periods of less than full-time employment.

Adopted 10/74; Amended 6/86

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

EMPLOYEE BENEFITS, SERVICE CREDIT AND TENURE RIGHTS FOR TEACHERS ON TEMPORARY APPOINTMENT

A. Applicability

This regulation applies to certificated employees of the Department who are given Temporary Appointments and who are hired on Temporary Teacher's Appointment Agreement.

B. Benefits

Teachers on Temporary Appointments are eligible for employee benefits as follows:

1. Compensation: Compensation shall be in accordance with appropriate classification and salary placement on the teacher's salary schedule.
2. Sick Leave: Sick leave shall be allowed in accordance with the appropriate provisions of Regulation #5404.
3. Vacation: Vacation benefits shall be allowed in accordance with the appropriate provisions of Regulation #5403.
4. Retirement: Membership in the State Employees' Retirement System is mandatory for those employees determined eligible according to appropriate laws and regulations of the Employees' Retirement System. Membership is under a contributory or non-contributory retirement.
5. Health Fund Benefits: Membership eligibility shall be determined in accordance with appropriate laws and regulations of the Employees' Health Fund.

General Conditions of Recruitment, Selection
and Appointment - Employee Benefits, Service
Credit and Tenure Rights for Teachers on
Temporary Appointment (continued)

6. Service Awards: Periods of employment under temporary appointment shall accumulate credit for service awards.
7. Service Credit: Service credit for salary increment, longevity step credit, time-in-class, probation, sabbatical leave eligibility, seniority in the school and seniority in the Department shall be earned in accordance with the specifically applicable provisions of Regulation #5111 and other appropriate regulations.
8. Eligibility for Long-Term Leaves: Employees under temporary appointment may apply for long-term leaves of absence in accordance with appropriate regulations and procedures; however, leave periods cannot exceed the length of the current contract period.
9. Eligibility for Short-Term Leaves: Employees under temporary appointment are eligible for short-term leaves in accordance with appropriate rules and regulations.
10. Tenure and Reemployment Rights: Teachers on temporary appointment are temporary employees employed for a limited period of time.

There is no commitment for subsequent reemployment.

Adopted 8/75; Amended 6/86

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

TYPES OF ASSIGNMENTS

A. Regular Assignments

Regular assignments shall be given to teachers and educational officers who are assigned to clear vacancies and are qualified for placement. Unless otherwise specified in the School Code, or unless a transfer is consummated, a teacher with a regular assignment who is not affected by layoff or staff reduction shall be reassigned to the same school.

B. Temporary Assignment of Educational Officers

1. Educational officers may be assigned to fill a position at a higher salary level than their own on an "acting basis."
2. A temporary assignment on an "acting basis" shall mean the assignment by a competent authority* and the assumption, without a formal change in position assignment, of the significant duties and responsibilities of another position due to the incumbent of the position not being able to perform the duties of his/her position due to illness, short-term leave of absence or serving on another temporary assignment.
3. Ten-month educational officers assigned temporarily to a higher position shall be compensated from the first day of the assignment according to the procedures contained in Regulation #5206 if such assignment exceeds five work days.

*For the purpose of this regulation, "competent authority" means the Superintendent.

General Conditions of Recruitment, Selection
and Appointment - types of Assignments (continued)

4. When the Department authorizes a temporary assignment for a twelve-month employee to a higher level position, the employee shall be paid from the first day of the assignment provided for under Regulation #5206.
5. An educational officer who performs a temporary assignment to a lower position shall continue to be compensated at his/her existing rate prior to the temporary assignment.

C. Limited Term Assignments

Limited term assignments shall be made for specific periods to:

1. Employees on probation.
2. Temporary teachers.
3. Teachers and educational officers who are filling positions for a limited term.
4. Teachers on temporary assignment to uncertain vacancies (example: unassigned teacher or teacher on early return from leave vicing an incumbent on sick leave). Duration of such assignment is subject to the return of the incumbent. A teacher on early return from leave whose temporary assignment expires or terminates reverts back to his original leave status if he does not receive another assignment.

D. Order of Priority in Assigning Teachers

All other factors being relatively equal, the order of priority in placing teachers by choice of assignment shall be:

1. Teachers in active service having tenure (including those teachers returning from leaves of absence).

General Conditions of Recruitment, Selection
and Appointment - Types of Assignments (continued)

2. Teachers who have just completed their probationary teaching requirement.

3. Probationary teachers.

E. Assignment of Probationary Teachers

Placement of probationary teachers will be the responsibility of the respective district offices for the duration of probation and for initial assignment after achieving tenure. In order to maintain continuity of schools' programs, probationary teachers shall be reassigned to former schools when the situation permits.

F. Principal and Spouse Assigned to Same School

Principal and spouse shall not be assigned to the same school. Exception may be made where it is impractical to assign the spouse elsewhere. Such exceptions shall be justified in writing and approved by the district superintendent.

G. Assignment of Teachers

1. Teachers shall be assigned wherever possible to positions for which they are qualified.

2. The principal shall have the authority to assign and reassign teachers within the school for the good of the Department.

H. Summer School Assignments

The administration of summer school employment and assignments shall be in accordance with established Department's "Summer School Program Guidelines and Procedures."

General Conditions of Recruitment, Selection
and Appointment - Types of Assignments (continued)

1. Selection of program director shall be by the district superintendent.

The following priority in selection shall be given:

- a. Principal
- b. Vice-Principal
- c. School staff person in management training program
- d. Experienced school staff person

2. Selection of Teachers

- a. Preference shall be given to teachers holding professional teachers' certificates.
- b. Preference shall be given to teachers qualified to teach the subject or grade level offered.
- c. Teachers shall apply directly to the school where they wish to teach, using the official state summer school application form.

I. Emergency Assignment

The principal may, in the best interest of the students' welfare, immediately relieve a classroom teacher of assigned duties by reassigning such duties for a period not to exceed ten school days unless further authorized by the district superintendent. The principal shall obtain verbal approval of the district superintendent prior to such assignments. The principal shall inform the teacher in writing within two school days, the reason for the reassignment.

Revised 9/1/70; Amended 10/74; Amended 8/75; Amended 6/86

GENERAL CONDITIONS OF RECRUITMENT, EMPLOYMENT AND TERMINATION
ADMINISTRATIVE REGULATIONS

TRANSFERS

A. Transfer Requests

1. Any eligible certificated employee (inservice or returning from leave) may request transfer from present school/office to other schools/office within the district or the State.
2. A teacher holding a temporary certificate is not eligible for transfer.
3. Requests for transfer shall be submitted on the form and within the deadline prescribed by the Department.
4. A teacher unable to consummate a transfer shall remain assigned to the school or district from which transfer was sought, depending upon assignment status at the time transfer is requested.

B. Emergency/Hardship Transfer Requests

1. An emergency/hardship transfer may be granted provided acceptable justification is offered and a vacancy exists.
2. A certificated employee requesting emergency/hardship transfer shall apply in writing to the principal/supervisor who will forward the application to the district superintendent/assistant superintendent with recommendation, if any.

C. Intra-District Transfers

1. The district superintendent may transfer vice-principals and principals within the district during the school year.
2. The district superintendent may, for the good of the district, transfer teachers within the district during the school year.

D. Inter-District Transfers

1. District superintendents, by mutual agreement, may transfer vice-principals and principals between districts for the good of the Department.

General Conditions of Recruitment,
Employment and Termination - Transfers (continued)

2. District superintendents, by mutual agreement, may transfer teachers between districts for the good of the districts concerned.

E. Superintendent-Directed Transfers

The Superintendent may, in extraordinary situations, when considering the welfare of the students, the school or the good of the Department, direct the transfer of any teacher or any educational officer.

Revised 9/1/70; Amended 10/74; Amended 6/86; Amended 1/97

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

DISCIPLINARY ACTIONS

Certificated employees may be suspended without pay, demoted, discharged and/or otherwise disciplined by the Department for proper cause.

Revised 9/1/70; Amended 10/74; Amended 6/86

PROCEDURE: IMPOSING SUSPENSION WITHOUT PAY ON TEACHERS

REFERENCE: REGULATION #5110

FORM : NONE

RESPONSIBILITIES:

1. PRINCIPAL/APPROPRIATE SUPERVISOR (DISTRICT, STATE OFFICE)
 - a. Upon receipt of concerns, complaints, problems, etc., conducts a thorough investigation into the matter.
 - b. Informs teacher of the concerns, complaints, problems, etc. and affords the teacher the opportunity to respond.
 - c. Informs the district superintendent/appropriate supervisor (district, state office) of the concerns, complaints, problems, etc.
 - d. After the investigation is completed, determines whether suspension without pay should be recommended. If it is, prepares written recommendation to the district superintendent. The written recommendation should include the specific charge(s), the details of the specific charge(s), the authority under which the proposed action is to be taken, and a statement regarding employee's right to meet with and/or submit written comments to the district superintendent/appropriate supervisor within a specified time period.
 - e. Transmits written recommendation for suspension to the district superintendent/appropriate supervisor (district, state office) with supporting documents.
 - f. Provides teacher with a copy of the written recommendation for suspension along with supporting documents.

g. Takes further action as necessary.

2. DISTRICT SUPERINTENDENT/APPROPRIATE SUPERVISOR (DISTRICT, STATE OFFICE)

- a. Reviews written recommendation for suspension, teacher's written comments, if any, and other pertinent information. If the district superintendent/appropriate supervisor considers "other pertinent information" which is not part of the supporting documents submitted by the principal/appropriate supervisor to the District Superintendent and the teacher, the teacher will be notified of the additional information and be given an opportunity to respond at the meeting set forth in paragraph 2.b.
- b. Gives teacher an opportunity to meet before decision on recommendation to suspend is made.
- c. Determines whether to accept or not accept recommendation to suspend.
- d. If recommendation is accepted, determines appropriate number of days of suspension.
- e. Mails final decision to teacher ten (10) calendar days prior to the effective date of suspension. Final decision shall include:
 - (1) The nature and details of the specific charge(s);
 - (2) Authority under which the disciplinary action is to be taken;
 - (3) Number of days of suspension without pay to be imposed;
 - (4) Employee's appeal rights.
- f. Sends copy of final decision to principal.

g. If recommendation to suspend is not accepted, informs teacher and principal in writing of non-concurrence with reasons thereof.

h. Instructs principal to take any other action, if appropriate.

3. OFFICE OF PERSONNEL SERVICES

Processes appropriate transactions.

PROCEDURE: PROCESSING DISCHARGE OF TEACHERS

REFERENCE: REGULATION #5110

FORM : NONE

RESPONSIBILITIES:

1. PRINCIPAL/APPROPRIATE SUPERVISOR (DISTRICT, STATE OFFICE)

- a. Upon receipt of concerns, complaints, problems, etc., conducts a thorough investigation into the matter.
- b. Informs teacher of the concerns, complaints, problems, etc. and affords the teacher the opportunity to respond.
- c. Informs the district superintendent/appropriate supervisor (district, state office) of the concerns, complaints, problems, etc.
- d. After the investigation is completed, determines whether discharge should be recommended. If it is, prepares written recommendation to the district superintendent/appropriate supervisor. The written recommendation should include the specific charge(s), the details of the charge(s), the reasons for the action, the authority under which the proposed action is taken, and a statement regarding employee's right to meet with and/or submit written comments to the district superintendent/appropriate supervisor within a specified time period.
- e. Transmits written recommendation for discharge to the district superintendent/appropriate supervisor (district, state office) with supporting documents.
- f. Provides teacher with a copy of the written recommendation for discharge, along with supporting documents.

- g. Takes further action as necessary.
2. DISTRICT SUPERINTENDENT/APPROPRIATE SUPERVISOR (District, State Office)
- a. Reviews written recommendation for discharge, teacher's written comments, if any, and other pertinent information. If the district superintendent/appropriate supervisor considers "other pertinent information" which is not part of the supporting documents submitted by the principal/appropriate supervisor to the District Superintendent and the teacher, the teacher will be notified of the additional information and be given an opportunity to respond at the meeting set forth in paragraph 2.b.
 - b. Gives teacher an opportunity to meet before decision on recommendation to discharge is made.
 - c. Determines whether to accept or not accept recommendation to discharge.
 - d. If concurs with recommendation:
 - (1) Prepares recommendation for discharge to the Superintendent.
 - (2) Transmits recommendation and all supporting documents, if any, to the Superintendent within a specified time limit.
 - (3) Informs teacher and principal/appropriate supervisor of concurrence in writing.
 - (4) Informs teacher of his/her right to meet with and/or submit comments to the Superintendent within a specified time limit.
 - e. If does not concur with recommendation:

Informs teacher and principal/appropriate supervisor of nonconcurrence in writing with reasons thereof and of any other action, if deemed appropriate. Instruct principal/appropriate supervisor to take any other action, if appropriate.

3. SUPERINTENDENT

- a. Reviews written recommendation, teacher's written comments, if any, and other pertinent information. If the Superintendent considers "other pertinent information" which is not part of the supporting documents submitted by the district superintendent to the Superintendent and the teacher, the teacher will be notified of the additional information and be given an opportunity to respond at the meeting set forth in paragraph 3.b.
- b. Gives teacher an opportunity to meet before decision on recommendation to discharge is made.
- c. Determines whether to accept or not accept recommendation to discharge.
- d. Mails final decision to teacher ten (10) calendar days prior to the effective date of discharge. Final decision shall include:
 - (1) The nature and details of the specific charge(s);
 - (2) The authority under which action is being taken;
 - (3) Reason(s) for the action including references to past attempts to correct the employee's misconduct, if any;
 - (4) A statement of the appeal rights of the teacher.
- e. Sends copy of final decision to district superintendent and principal.
- f. If recommendation to discharge is not accepted, informs teacher and principal in writing of non-concurrence with reasons thereof.
- g. Instructs district superintendent/appropriate supervisor to take any other action, if appropriate.

4. OFFICE OF PERSONNEL SERVICES

Processes appropriate transactions.

Revised 9/1/70; Amended 10/74; Amended 6/86; Amended 5/90

PROCEDURE: IMPOSING SUSPENSION WITHOUT PAY, DEMOTION OR DISCHARGE OF EDUCATIONAL OFFICERS

REFERENCE: REGULATION #5110

FORM : NONE

RESPONSIBILITIES:

1. ASSISTANT SUPERINTENDENT/DISTRICT SUPERINTENDENT

- a. Upon receipt of concerns, complaints, problems, etc., conducts a thorough investigation into the matter.
- b. Informs the Superintendent of the concerns, complaints, problems, etc.
- c. Informs the educational officer of the concerns, complaints, problems, etc. and affords the educational officer the opportunity to respond.
- d. After the investigation is completed, determines whether appropriate disciplinary action (suspension, demotion or discharge) should be recommended. If it is, prepares written recommendation to Superintendent specifying:
 - (1) The charge(s) with full explanation of each charge.
 - (2) The action(s) (suspension, demotion, or discharge) being recommended.
 - (3) The authority under which the proposed action is to be taken.
 - (4) The reason(s) for such recommendation including references to past attempts to correct the employee's misconduct, if any.
 - (5) That the educational officer has been apprised of his/her right to meet with and/or submit written comments to the Superintendent.
- e. Sends recommendation to the Superintendent with supporting documents.
- f. Provides a copy of the recommendation with supporting documents to the educational officer.

2. SUPERINTENDENT

- a. Reviews recommendation for suspension, demotion, or discharge, explanatory remarks of educational officer (if submitted) and other pertinent information.
- b. Gives educational officer an opportunity to meet before final decision on recommendation is made.
- c. If concurs with recommendation, furnishes educational officer written notice at least 10 calendar days prior to effective date indicating the disciplinary action:
 - (1) The nature and details of the specific charge(s);
 - (2) Authority under which action is being taken;
 - (3) Specific reasons for the action including references to past attempts to correct the employee's misconduct, if any;
 - (4) Effective date(s) of discipline;
 - (5) A statement of the appeal rights of the employee.
- d. If does not concur with recommendation, notifies educational officer of nonconcurrence in writing, with reasons thereof, and of any other disciplinary action if deemed appropriate.
- e. Sends copy of letter of concurrence or nonconcurrence to the assistant superintendent/district superintendent, the Office of Personnel Services, and exclusive representative.

3. OFFICE OF PERSONNEL SERVICES

Processes appropriate transactions.

Revised 9/1/70; Amended 10/74; Amended 6/86; Amended 2/90

PROCEDURE: PROCESSING OF OFFICIAL LETTER OF REPRIMAND

REFERENCE: REGULATION #5110

FORM : NONE

RESPONSIBILITIES:

1. PRINCIPAL/APPROPRIATE SUPERVISOR (DISTRICT, STATE OFFICE)

a. Prepares official letter of reprimand. Includes specific reasons/details for the action; authority under which the action is being taken; outline of all previous oral reprimands or warnings, if any; statement regarding opportunity for employee to improve; and statement regarding employee's appeal rights.

b. Confers with employee.

(1) Informs employee that letter/memo constitutes an official letter of reprimand.

(2) Provides employee with opportunity to give his/her story.

(3) Has employee sign acknowledgement of letter of reprimand. (If the employee refuses to sign, calls another staff member in to witness employee's refusal to sign statement.) Gives original copy to employee.

c. Files copy of official letter of reprimand in employee's personnel folder at the school, district and state offices.

2. DISTRICT SUPERINTENDENT/APPROPRIATE SUPERVISOR

No action required unless involved in the case by the principal/appropriate supervisor.

Adopted 6/86

GENERAL CONDITIONS OF RECRUITMENT, EMPLOYMENT AND TERMINATION
ADMINISTRATIVE REGULATIONS

DETERMINATION OF SERVICE CREDIT BY SEMESTER

A. Definition of a Semester

A semester of service credit is granted when the employee meets one of the following conditions:

1. Serves the entire semester.
2. Serves at least five continuous months within a school year.
3. Serves partial periods as follows:
 - a. On or before the 24th working day of the school year to the end of the first semester.
 - b. On or before the 24th working day of the second semester to the end of the second semester.

B. Applications

The semester is used as the standard unit of measurement to determine service credit for the following teacher personnel programs (full-time and half-time or more):

<u>Program</u>	<u>Application</u>
1. Salary Administration	Service credit for annual increment
2. Teacher Reclassification	Time-in-class requirement
3. Probation	Service credit for probationary service
4. Sabbatical Leave	Seven-year requirement

- NOTES:
1. Partial periods specified above apply only to services performed as a Department of Education certificated employee.
 2. Employees employed at less than 50% FTE are not eligible to earn service credit.

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

RESIGNATION/RETIREMENT

A. Deadlines

1. Resignations of teachers or school administrators which are to become effective between May 1 and August 31 shall be submitted not later than April 1.
2. Resignations to be effective at other times shall be submitted at least 30 days prior to date of separation.
3. Principals and vice-principals retiring from service at the end of a given school year shall be released as of June 30 rather than August 31.

B. Evaluation Upon Termination

An evaluation shall be completed for every employee who terminates his/her employment with the Department, except those retiring from service. Unless a normal evaluation period is applicable, such employees shall be evaluated prior to the effective date of separation.

C. Payment of Earned Summer Salaries (Ten-Month Employees Only)

1. Employees who resign before the close of school shall be paid their earned summer salaries in one lump sum as soon as possible after the effective date of resignation.
2. Employees who resign after the last teaching day in June have the option to:
 - a. continue to remain on an employment status up to August 31 and receive their summer salary payments in equal installments over July and August, or

General Conditions of Recruitment,
Selection and Appointment -
Resignation/Retirement (continued)

b. request in writing to the Office of Personnel Services the severance of their employment status and to receive their earned summer salary payments in one lump sum on June 30.

NOTE: The processing of lump-sum summer salaries requires proper payroll lead time; thus, those employees who do not submit their resignation by April 1 may be paid their lump-sum salaries at a pay period subsequent to June 30.

NOTE: Early severance of employment status on June 30 results in the early termination of employee benefits such as health fund and life insurance. Refer to individual plans for more coverage information.

Revised 9/1/70; Amended 10/74; Amended 6/86

PROCEDURE: RESIGNATION

REFERENCE: REGULATION #5112

FORMS : PERSONNEL FORM 190 (SEPARATION FROM SERVICE)
PERSONNEL EVALUATION FORM (APPROPRIATE FORM)
SF-5A (NOTIFICATION OF PERSONNEL ACTION)

RESPONSIBILITIES:

1. EMPLOYEE

- a. Informs supervisor of impending resignation as soon as possible.
- b. Submits four copies of Form 190 to supervisor at least thirty days prior to date of separation, or submits by April 1 if resignation is to be effective between May 1 and August 31.
- c. Contacts the Employees' Retirement System to arrange for desired disposition of his/her contributions.

2. SUPERVISOR

- a. Completes appropriate section of Form 190 and forwards all copies to district superintendent/assistant superintendent within three days upon receipt of form.
- b. Completes appropriate evaluation form and reviews it with resigning employee prior to the effective date of the resignation (normal evaluation periods may be used if applicable). Requests employee's signature on evaluation form and forwards to district superintendent/assistant superintendent within three days.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

- a. Process Form 190 and evaluation report.
- b. Distributes Form 190 as per distribution instructions on Form.

4. OFFICE OF PERSONNEL SERVICES

- a. Processes and distributes SF-5A.
- b. Files Form 190 and evaluation report in employee's folder.
- c. Sends inactive employee's folder to Archives.

Revised 9/1/70; Amended 10/74; Amended 6/86

GENERAL CONDITIONS OF RECRUITMENT, SELECTION AND APPOINTMENT

ADMINISTRATIVE REGULATIONS

INTER-ISLAND DIRECTED TRANSFER ALLOWANCE FOR EDUCATIONAL OFFICERS

The best interests of the Department occasionally require that an educational officer be relocated to other island posts. To lessen the financial burden which can result through such Department directed transfers, a subsidy is provided to assist the transferee in meeting the costs of relocation.

A. Department Directed Transfer (Assignment)

A Department directed transfer means that an employee is directed to transfer because there are no qualified applicants for a vacant position.

B. Entitlement

Upon accepting a Department directed transfer involving movement to another island, an educational officer shall be entitled to:

1. One-way airline ticket for the educational officer and immediate family from point of departure to point of arrival. The immediate family consists of spouse and children not married and age 18 and under (includes stepchildren and adopted children) and other dependents physically or mentally incapable of supporting themselves, regardless of their age. Dependents must live in the same household at the time of transfer and continue to do so after relocation.
2. One-way transportation of one passenger motor vehicle from port to port, maximum weight not to exceed 4,000 pounds, by lowest-cost cargo rate.

General Conditions of Recruitment,
Selection and Appointment - Inter-Island Directed
Transfer Allowance for Educational Officers (continued)

3. One-way transportation of household goods and personal effects, not to exceed 2,000 pounds (net) by lowest-cost cargo rate. Household goods and personal effects do not include items intended for resale, business enterprise or property belonging to anyone other than the immediate family. Ground transportation will be provided within fifteen miles of a port with a subsidy of \$1.00 per mile beyond fifteen miles.

C. Employee Commitment

Upon transfer to another island, for the good of the Department, an educational officer shall be expected to serve at least four years on the island to which transferred. However, if the Department determines that the educational officer can better serve by being reassigned to a position on another island, it may offer that educational officer another subsidized transfer allowance. In this case, another four-year period of service in the new area is expected. Upon fulfillment of commitment, return of the educational officer to the island of original assignment with subsidy is authorized.

Adopted 9/1/70; Amended 10/74; Reviewed 6/86

PROCEDURE: APPLYING FOR INTER-ISLAND DIRECTED TRANSFER ALLOWANCE

REFERENCE: REGULATION #5113

FORM : NONE

RESPONSIBILITIES:

1. EDUCATIONAL OFFICER

- a. Contacts district of State Personnel Office for necessary information.
- b. Makes own arrangements for transportation of family, passenger motor vehicle and household goods (arrangements for cargo transport to Lanai are made through Dole Company, Isleways Division).
- c. Pays total costs out-of-pocket.
- d. Submits request for subsidy reimbursement to the Office of Business Services on departmental forms, attaching bills of lading, receipts, etc.

2. OFFICE OF BUSINESS SERVICES

- a. Provides necessary forms for reimbursement claim.
- b. Instructs employee concerning processing of forms.

3. DISTRICT OR STATE PERSONNEL OFFICE

Advises and assists employee to the extent possible.

Adopted 9/1/70; Amended 10/74; Reviewed 6/86



COMPENSATION AND CLASSIFICATION

POLICY

The Department of Education shall establish, maintain and administer appropriate classification and compensation systems for teachers and educational officers in accordance with State of Hawaii statutes, Department regulations, and collective bargaining agreements.

COMPENSATION
ADMINISTRATIVE REGULATIONS

COMPENSATION

Teachers and educational officers shall be compensated as provided for by the laws of Hawaii and Department regulations.

A. Experience Credit for Salary Step Placement

1. Newly Hired Teachers

The maximum entry level for newly hired teachers is step 7. Newly hired teachers shall be placed on the appropriate step of the teachers' salary schedule as determined by their accumulated years of verified and allowable teaching experience. However, other provisions to the contrary notwithstanding, no new teacher shall enter the schedule at a higher salary step than incumbent teachers with identical years of experience who were prevented from earning normal annual increments (under the provisions of Act 164, S.L.H. 1975) because of negotiated collective bargaining pay raises.

a. Teaching Experience Allowable

Effective September 1, 1969 a maximum of six years of prior teaching experience is allowable for salary placement credit for full-time experience in a recognized public or private school (K-12) in the United States (including territories, possessions or Department of Defense Schools overseas). Teaching experience (K-12) outside the United States may be accepted for salary

Compensation - Compensation (continued)

credit under circumstances where sufficient verification is offered to adequately establish that such experience was comparable to that of regular classroom teachers in the public schools of Hawaii. Full-time teaching service with the Peace Corps, Vista and Teacher Corps is allowable provided such service had the same responsibilities as regular classroom teachers.

NOTE: When military service is combined with teaching experience, the maximum number of combined service shall not exceed six years.

b. Teaching Experience Not Allowable

Teaching experience of less than one semester shall not be allowable for salary placement credit (a semester is defined as either of the two continuous periods of instruction into which an academic year is divided or five continuous months of teaching). No salary placement credit shall be allowed for intern teaching or teaching compensated on an hourly pay rate. (Intern teaching is defined as teaching experience gained as part of a teacher training program or teaching experience which resulted in academic credit from an institution of learning.)

c. Military Experience

Active military service (reserve status is excluded) in the armed forces of the United States since December 7, 1941, shall be allowed to the extent of one step credit for each year of

Compensation - Compensation (continued)

verified service to a maximum of four steps. Six months of continuous active service shall count as one year - less service is not creditable.

2. Verification of Experience

All experience submitted for salary credit must be verified by official documents or statements from former employers.

B. Teacher Returning After Prior Service with the Department

A teacher returning to the Department after prior service as a teacher shall be processed as follows for salary purposes:

1. The teacher shall be returned to the same salary classification unless the teacher qualifies for a higher class, in which case, upon verification of qualification, placement shall be made to the appropriate salary range.
2. The teacher shall be placed on the salary step equivalent to the salary step held immediately prior to termination. The teacher shall be granted allowable teaching experience obtained subsequent to employment termination. Such accumulated teaching experience shall be credited not to exceed Step 5 only to the extent that they are not offset by the total years of pay increment service credit that were denied (under Act 164, S.L.H. 1975) to inservice teachers during the employment absence period.

C. Administrative Interns

1. Certificated Department employees serving as administrative interns shall not suffer any loss in base salary.

Compensation - Compensation (continued)

2. Under certain circumstances, non-certificated personnel may be selected as administrative interns. In these instances, no salary placement credit will be permitted for previous work experience or salary earned. Such individuals will be placed on the Teacher Salary Schedule on the class and step for which they qualify under existing regulations concerning salary placement for newly employed teachers.

D. Newly Hired Educational Officers Not Having Prior Service with the Department

A newly appointed educational officer shall be placed on the initial step of the appropriate salary range for the position to which appointed.

E. Negotiated Salaries

The Superintendent, for the benefit of the Department, may negotiate within a salary range up to the seventh step for a particular position only. Any negotiation above step seven must have the prior approval of the Board of Education.

F. Former Employees Returning to the Department as Educational Officers

1. A person with prior service as a teacher returning to the Department as an educational officer shall have the salary determined in the manner established for newly hired educational officers not having prior service with the Department, or can be promoted from the teacher classification and step in accordance with the provisions established for promotion of teachers.

2. An educational officer returning to the Department with prior service in the Department as an educational officer shall have the salary determined as follows:

Compensation - Compensation (continued)

- a. The educational officer shall be placed on the same "permanent" salary range and step held immediately prior to employment termination.
- b. The educational officer shall then be promoted or demoted or transferred to the appropriate salary range in accordance with regulations established for in-service educational officers.

G. Trainees

Certificated (administrative and supervisory) employees may be reassigned to an instructional staff or other administrative duties as a trainee for a period not to exceed six months without loss of salary. Such temporary reassignment must be for the express purpose of gaining experience which will benefit the Department. Trainees shall have their salaries determined in accordance with paragraph C-1 of this regulation.

H. Maximum Credit in a Twelve-Month Period

Only one year of experience shall be granted within a twelve-month period.

COMPENSATION
ADMINISTRATIVE REGULATIONS

SALARY ADMINISTRATION FOR TEN-MONTH EMPLOYEES

A. Definition of Terms

Unless the context clearly indicates otherwise, the following terms shall apply to Regulation #5201 and related procedures and implementation guidelines:

1. Ten-Month Employee means a teacher or school level educational officer compensated on a 10-month salary schedule and hired to work a ten-month work year or the acknowledged equivalent of a 10-month work year.
2. Annual Salary Rate means the annual salary amount specified on the appropriate salary schedule for the employee's appropriately assigned salary range and step. This represents the full annual salary that would accrue if the employee is on paid status for all of the paid days during the official work year.
3. School Year means the 12-month employment period or employee contract year during which the school academic program is provided. (The traditional school year has been September through August.)
4. Official Work Year means the recognized paid days as determined each school year by the approved school calendar and as defined by the applicable collective bargaining contract.
5. Work Days means days within the official work year when employees are required to work.
6. Paid Holidays means days within the official work year designated as paid holidays by the applicable collective bargaining contract or as defined in paragraph F herein.
7. Paid Vacation Days means weekdays (Mondays through Fridays) other than holidays occurring during the winter and spring vacation periods.

Compensation - Salary Administration for
Ten-Month Employees (continued)

8. Paid Days means work days, paid holidays and paid vacation days when ten-month employees earn their salaries.
9. Daily Salary Rate means the earnings amount that accrues for each paid day when the employee is entitled to full salary compensation. The daily salary rate is determined by dividing the employee's annual salary rate by the total number of paid days within the official work year according to the following formula:

Daily Salary Rate = Annual Salary Rate Divided by the Total Number
of Paid Days within the Official Work Year

NOTE: The number of paid days will vary each school year based on the official school calendar.

10. Paid Status means entitled to receive or earn pay for each paid day. An employee is on paid status for a work day if the employee is legitimately at work and performs the required services or is otherwise on an approved leave of absence with pay. An employee is on paid status for a particular paid holiday or paid vacation day if the employee meets the criteria to be on paid status.

NOTE: The Department of Education reserves the right to reassign an employee to another work location for training, meetings or other temporary duty (i.e., change of work station).

11. Summer Salary means earned salary paid over the summer period in a traditional school schedule normally from the last paid day in June through the beginning of the new school year in August.
12. Summer Salary Earnings means the difference of salaries earned over salaries paid up through the last paid day of the school year. This represents the amount of earnings available to be paid in equal installments over the summer salary period.

Compensation - Salary Administration for
Ten-Month Employees (continued)

13. Summer Salary Period means the remaining pay periods of the school year over which summer salary earnings are paid. The traditional school year for 10-month employees includes a summer period from the day after King Kamehameha Day in June through the months of July and August when no paid days occur. The school year for 10-month employees on year round (single track) or other non-traditional schedules may also have summer salary periods of varying lengths.

B. Salary Range Assignment and Step Placement

Salary range and step placement shall be made as provided for by the Classification and Compensation Plan of the Department according to the laws of Hawaii and Department Regulations.

C. Salaries Earned During the Official Work Year

Unless otherwise specified, salaries are earned during the official work year. The annual salaries shall be earned at a daily salary rate based on the actual number of work days and paid holidays within the official work year. Salary earnings accrue when the employee is on paid status for that day.

D. Salaries Paid Semimonthly

Salaries shall be paid in semimonthly installments over a period of twelve months except when salaries are paid in a lump sum as specified in paragraphs E-2 and E-3 below. Payments shall be appropriately adjusted as soon as possible when earned salary is interrupted by absence without pay and/or when employment is for a partial work year.

Adjustments shall be deducted, as feasible, from the next semimonthly payment at the daily salary rate for each day of absence without pay.

E. Summer Salary

1. Employees shall be paid their summer salary earnings in equal semimonthly installments over the summer salary period.

Compensation - Salary Administration for
Ten-Month Employees (continued)

2. If the summer salary earnings do not amount to at least \$1,000, the remaining summer salary earnings may be paid in one lump sum as soon as possible as determined by the Department.
3. Whenever services are terminated by resignation or retirement, summer salary earnings may be paid at the time of termination in a lump sum.

F. Earning Vacation and Holiday Pay

Recognized Holidays for 10-month employees:

- | | |
|------------------------------------|-------------------------|
| 1. Labor Day | 8. New Year's Day |
| 2. Veterans' Day | 9. Presidents' Day |
| 3. General Election Day | 10. Prince Kuhio Day |
| 4. Thanksgiving Day | 11. Good Friday |
| 5. Day after Thanksgiving | 12. Memorial Day |
| 6. Christmas Day | 13. King Kamehameha Day |
| 7. Dr. Martin Luther King, Jr. Day | |

Recognized Vacation Days

Vacation days shall be Mondays through Fridays occurring during the winter and spring vacation periods except for recognized holidays.

An employee meets the criteria to be on paid status for a particular paid holiday or paid vacation day if the employee is on paid status for at least one of the five working days immediately preceding the paid holiday or vacation day (four of the five working days involved may be on an authorized leave without pay status).

Exception: In the case of separation from service (e.g., resignation, termination, retirement, death, etc.), compensation shall not be earned or received for paid holidays occurring subsequent to the last day of employment.

G. Beginning Date of Salary Earnings

Salary earnings for teachers and 10-month educational officers begin on the first scheduled work day of the school year. Teachers and 10-month educational officers reporting for duty after the first scheduled work day of the school year shall earn salary from the date they report for duty.

Compensation - Salary Administration for
Ten-Month Employees (continued)

H. Partial Day Compensation

When properly authorized, partial day compensation may be adjusted for one-half days. The rate of adjustment is determined by multiplying the daily rate of pay by 50%.

I. Daily Rate of Pay (for Vacation or Holiday Work)

The daily rate of pay for teachers and ten-month educational officers shall be the daily equivalent of their annual salaries. Daily rate of pay shall be determined as follows:

1. Teachers: Annual salary rate as indicated on
 the appropriate salary schedule
 183 working days
2. Ten-Month Educational Officers:
 Annual salary rate as indicated on the
 appropriate salary schedule
 184 working days

J. Salary Claims

Any claims for salary error or for change in salary owing to reclassification must be made in writing to the Department. Any adjustment as a result of such claims shall be for the school year in which the claims are filed with the Department.

Effective September 1, 1983, claims for verified salary underpayments filed by an employee shall be paid up to two (2) years retroactively from the date of filing, provided that the proper documents to verify the salary underpayments were filed by the employee.

BENJAMIN J. CAYETANO
GOVERNOR

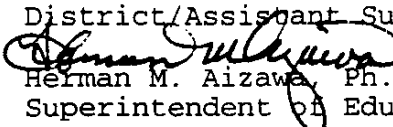


HERMAN M. AIZAWA, Ph.D.
SUPERINTENDENT

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

OFFICE OF THE SUPERINTENDENT

October 2, 1996

MEMORANDUM TO: ~~District/Assistant Superintendents~~ and Principals
FROM: 
Herman M. Aizawa, Ph.D.
Superintendent of Education
SUBJECT: Working Guidelines for Regulation #5201; New Salary
Administration for 10-Month Employees (Revised)

Personnel Regulation #5201, Relating to Salary Administration for 10-month Employees was amended in June 1996 for implementation effective with the 1996-97 school year. The amendments have changed concepts regarding the definition of paid days, the payment of salaries and the earning of salaries. Paid days have been redefined to mean work days, recognized paid holidays, and other vacation days during the winter and spring vacation periods. For school year 1996-97, teachers have 205 paid days and 10-month educational officers have 208 paid days.

The new concepts will not directly affect the payment and earning of salaries for 10-month employees who continue to remain on paid status for the entire work year. However, 10-month salaried employees who are hired after the first work day of the school year and those who take leave without pay or resign will have their pay adjusted appropriately by 1/205th or 1/208th of their annual salary rate for each non-accruing paid day. The enclosed revised Implementation Instructions is attached as a "working draft" to help schools better understand the changes and impact on teacher and educational officer pay administration. More information will be disseminated through principals' meetings and other training sessions.

HMA:mac

Enclosure

cc: Office of Personnel Services
Directors, Office of the Superintendent

5200-12c

WORKING DRAFT

**IMPLEMENTATION INSTRUCTIONS FOR
REGULATION #5201 (REV. 6/96)**

**COMPENSATION AND PAY
ADMINISTRATION**

JUNE 28, 1996

(Revised October 2, 1996)

**IMPLEMENTATION INSTRUCTIONS FOR
REGULATION #5201 (AMENDED 6/96)
COMPENSATION AND PAY ADMINISTRATION
Working Draft June 28, 1996 (Rev. October 2, 1996)**

Introduction

Effective school year 1996-97, salary payments and earnings for all teachers and educational officers compensated on a 10-month salary schedule shall be administered according to Regulation 5201 (Revised 6/96). The following guidelines have been developed to facilitate the implementation process.

Implementation Instructions

1. **Official Calendar**

The official school calendar shall be used for schools on the traditional school year schedule. Schools on year-round or other non-traditional schedules shall use their applicable customized school year calendars. Illustrative examples used herein are based on the official traditional school calendar for 1996-97 (Attachment A) and the 1996-97 year-round education school calendar for Kaunakakai Elementary School (Attachment B).

2. **Number of Paid Days Within the School Year**

The number of paid days must be determined each school year based on the total number of work days, holidays and vacation days (Winter and Spring) identified on the school calendar. The number will differ between teachers and educational officers. The following illustrative examples have been developed for SY 1996-97:

Example A - Teachers. There are 181 teacher working days identified on the 1996-97 school calendar. There are also 13 holidays recognized and identified in Regulation 5201, as follows: Labor Day (Sept. 2), Election Day (Nov. 5), Veterans' Day (Nov. 11), Thanksgiving Day (Nov. 28), Day After Thanksgiving (Nov. 29), Christmas Day (Dec. 25), New Year's Day (Jan. 1), Martin Luther King Day (Jan. 20), Presidents' Day (February 17), Kuhio Day (Mar. 26), Good Friday (Mar. 28), Memorial Day (May 26), Kamehameha Day (June

11). Note: Election Day occurs every two years, thus, there will be only 12 paid holidays for SY 1997-98. There are also 11 paid vacation days for Winter and Spring Vacation as follows: December 23, 24, 26, 27, 30, and 31; January 2, and 3; and March 24, 25, and 27.

From this analysis, there will be **205 paid days** in SY 1996-97 (181 working days, plus 13 paid holidays, plus 11 school vacation days).

Example B - 10-Month Educational Officers. The number of paid days for 10-month educational officers can be determined by adjusting from the paid days for teachers as follows:

<u>Adjustments</u>	<u>96-97 Example</u>
Number of Paid Days for Teachers	205
Less 2 Days in August	-2
Plus 5 Days in June	+5
Total Adjustment	+3
Number of Paid Days for 10-Month EO's	208

3. Normal Salary Payments for 10-Month Teachers and Educational Officers

Affected educational officers and teachers will normally continue to receive their salary payments in 24 semi-monthly installments if they earn and accrue pay for all of the paid days in the school year. Examples C and D below illustrate how this works for teachers and educational officers assuming a hypothetical annual salary rate of \$12,000 for SY 1996-97. Note that the first pay check of each new school year will be paid at the end of the first full pay period (September 1-15 for Example C and August 1-15 for Example D). That pay check will contain one full semi-monthly salary payment provided that there are no absences without pay. No pay adjustments are added to the first pay check for partial pay periods at the beginning of the school year because the intent is to proportionately smooth out salary payments over the 24 semi-monthly pay periods.

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<u>Ex. C. - V.P. Trad. Sch.</u>		<u>Ex. D. - Tchr. Kaunakakai El.</u>	
Monthly Salary Rate = \$1,000		Monthly Salary Rate = \$1,000	
Semimonthly Salary Rate = \$500		Semimonthly Salary Rate = \$500	
Sept. 15, 1996	500	Aug. 15, 1996	500
Sept. 30, 1996	500	Aug. 31, 1996	500
Oct. 15, 1996	500	Sept. 15, 1996	500
Oct. 31, 1996	500	Sept. 30, 1996	500
Nov. 15, 1996	500	Oct. 15, 1996	500
Nov. 30, 1996	500	Oct. 31, 1996	500
Dec. 15, 1996	500	Nov. 15, 1996	500
Dec. 31, 1996	500	Nov. 30, 1996	500
Jan. 15, 1997	500	Dec. 15, 1996	500
Jan. 31, 1997	500	Dec. 31, 1997	500
Feb. 15, 1997	500	Jan. 15, 1997	500
Feb. 28, 1997	500	Jan. 31, 1997	500
Mar. 15, 1997	500	Feb. 15, 1997	500
Mar. 31, 1997	500	Feb. 28, 1997	500
Apr. 15, 1997	500	Mar. 15, 1997	500
Apr. 30, 1997	500	Mar. 31, 1997	500
May 15, 1997	500	Apr. 15, 1997	500
May 31, 1997	500	Apr. 30, 1997	500
Jun. 15, 1997	500	May 15, 1997	500
Jun. 30, 1997	500	May 31, 1997	500
Jul. 15, 1997	500	Jun. 15, 1997	500
Jul. 31, 1997	500	Jun. 30, 1997	500
Aug. 15, 1997	500	Jul. 15, 1997	500
Aug. 31, 1997	500	Jul. 31, 1997	500

Note 1: A 10-month educational officer will have the same pay periods and the same semi-monthly salary payments as a teacher assuming that both have the same \$12,000 annual salary rate.

Note 2: In Example D, earnings from the partial pay period from July 22-31, 1996 are not paid on the August 15, 1996 pay period. Such earned pay is prorated so that the last pay check of the school year (on July 31, 1997) can reflect a full semi-monthly payment.

4. Salary Adjustments for Short-Term Absence Without Pay

Salary adjustments for absence w/o pay transactions will generally be made by deducting the entire amount of unearned salary at the earliest pay period following the absence. Two examples follow. The Vice-Principal at the traditional school is absent w/o pay on Jan. 16 and 17, 1997. The teacher at Kaunakakai El. is w/o pay for the same period.

Ex. E. - V.P. Trad. Sch.

Annual Salary Rate - \$12,000

Daily Salary Rate - \$57.69

Sept. 15, 1996	500
Sept. 30, 1996	500
Oct. 15, 1996	500
Oct. 31, 1996	500
Nov. 15, 1996	500
Nov. 30, 1996	500
Dec. 15, 1996	500
Dec. 31, 1996	500
Jan. 15, 1997	500
Jan. 31, 1997	500
Feb. 15, 1997 (-\$115.38)	384.62
Feb. 28, 1997	500
Mar. 15, 1997	500
Mar. 31, 1997	500
Apr. 15, 1997	500
Apr. 30, 1997	500
May 15, 1997	500
May 31, 1997	500
Jun. 15, 1997	500
Jun. 30, 1997	500
Jul. 15, 1997	500
Jul. 31, 1997	500
Aug. 15, 1997	500
Aug. 31, 1997	500

Ex. F. - Tchr. Kaunakakai El.

Annual Salary Rate - \$12,000

Daily Salary Rate - \$58.54

Aug. 15, 1996	500
Aug. 31, 1996	500
Sept. 15, 1996	500
Sept. 30, 1996	500
Oct. 15, 1996	500
Oct. 31, 1996	500
Nov. 15, 1996	500
Nov. 30, 1996	500
Dec. 15, 1996	500
Dec. 31, 1996	500
Jan. 15, 1997	500
Jan. 31, 1997	500
Feb. 15, 1997 (-\$117.08)	382.92
Feb. 28, 1997	500
Mar. 15, 1997	500
Mar. 31, 1997	500
Apr. 15, 1997	500
Apr. 30, 1997	500
May 15, 1997	500
May 31, 1997	500
Jun. 15, 1997	500
Jun. 30, 1997	500
Jul. 15, 1997	500
Jul. 31, 1997	500

Note: The absence w/o pay adjustments will be made at the earliest possible pay period which is the Feb. 15, 1997 pay date. The adjustment amounts will be determined by multiplying the daily rate of pay by the number of paid days absent w/o pay. In Example "E", the adjustment amount of \$115.38 is determined by multiplying \$57.69 by 2 days of absence w/o pay. The same adjustment is made in Example "F" using the \$58.54 rate. Note for the record that both employees are on paid status for at least one of the 5 working days before the Jan. 20th paid holiday. Thus, they are both entitled to be on paid status on the recognized holiday.

5. Salary Adjustment for Long-Term Absence Without Pay

How would their salary earnings and payments be affected if the Vice-Principal at the traditional school takes a longer period of LWOP from December 2, 1996 through January 26, 1997 and the teacher at Kaunakakai Elementary School goes on LWOP from January 21, 1997 through March 9, 1997?

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<u>Ex. G. - V.P. Trad. Sch.</u>		<u>Ex. H. - Tchr. Kaunakakai El.</u>	
Annual Salary Rate - \$12,000		Annual Salary Rate - \$12,000	
Daily Salary Rate - \$57.69		Daily Salary Rate - \$58.54	
Sept. 15, 1996	500	Aug. 15, 1996	500
Sept. 30, 1996	500	Aug. 31, 1996	500
Oct. 15, 1996	500	Sept. 15, 1996	500
Oct. 31, 1996	500	Sept. 30, 1996	500
Nov. 15, 1996	500	Oct. 15, 1996	500
Nov. 30, 1996	500	Oct. 31, 1996	500
Dec. 15, 1996	0	Nov. 15, 1996	500
Dec. 31, 1996	0	Nov. 30, 1996	500
Jan. 15, 1997	0	Dec. 15, 1996	500
Jan. 31, 1997	0	Dec. 31, 1997	500
Feb. 15, 1997 (+\$96.17)	596.17	Jan. 15, 1997	500
Feb. 28, 1997	500	Jan. 31, 1997	0
Mar. 15, 1997	500	Feb. 15, 1997	0
Mar. 31, 1997	500	Feb. 28, 1997	0
Apr. 15, 1997	500	Mar. 15, 1997	0
Apr. 30, 1997	500	Mar. 31, 1997 (+\$207.30)	707.30
May 15, 1997	500	Apr. 15, 1997	500
May 31, 1997	500	Apr. 30, 1997	500
Jun. 15, 1997	500	May 15, 1997	500
Jun. 30, 1997	500	May 31, 1997	500
Jul. 15, 1997	398.94	Jun. 15, 1997	450.76
Jul. 31, 1997	398.94	Jun. 30, 1997	450.76
Aug. 15, 1997	398.94	Jul. 15, 1997	450.76
Aug. 31, 1997	398.94	Jul. 31, 1997	450.76

Explanation: In example G (be sure to use the traditional calendar), the Vice-Principal is out on LWOP for 40 paid days (29 working days, +8 vacation days, +3 paid holidays) from Dec. 2, 1996 through January 26, 1997. She then returns for the remainder of the school year. She accrues 168 paid days (208-40 = 168). (168 x 57.69 = \$9,691.92) She is paid

\$8,096.17 up through June 30, 1997. Her summer salary earnings will be \$1,595.75 ($\$9,691.92 - \$8,096.17$) or \$398.94 paid over 4 summer salary pay periods. Note that she does not meet the criteria to be on paid status for the winter break and for the January 20th holiday. She misses 7 paid days in the January 31 pay period, thus, is deducted \$403.83 for that pay period. The remaining \$96.17 ($\$500 - \403.83) adjustment is made on the February 15th pay date, the earliest pay period when adjustment can be made.

In Example H (be sure to use the Kaunakakai Elem. calendar) the teacher is out on leave without pay for 34 paid days (33 work days and one Presidents' Day holiday). 205 total days less 34 days missed = 171 accrued paid days for the school year. $171 \times \$58.54 = \$10,010.34$. She receives \$8,207.30 up through the May 31 pay date. Her summer salary earnings is \$1,803.04 or \$450.76 over 4 summer salary pay periods. Note: This teacher meets the criteria to be on paid status for the January 20 holiday because she is on paid status for at least one of the five working days immediately preceding the holiday. In fact, she also meets the criteria to be on paid status for the winter break. The two-week inter-session from Jan. 6, 1997 through Jan. 19, 1997 represent non-paid days, thus, the 5 working days preceding the Jan. 20th holiday goes back to Dec. 16 through Dec. 20, 1996. The teacher further qualifies to be on paid status for the spring break because she comes back to duty on March 10, 1997. March 10 through 14 represent the five work days immediately preceding the spring vacation because of the inter-session break of non-paid days from March 15 through March 23. The teacher at Kaunakakai Elementary School also receives a \$207.30 pay adjustment on the March 31st pay date because she misses only 5 days of the previous pay period. ($5 \times 58.54 = \$292.70$) ($\$500 - \$292.70 = \207.30). This adjustment of \$207.30 is added to the normal \$500 semi-monthly amount to total \$707.30.

6. Salary Adjustment for Late Hiring and Non-Completion of School Year

Hypothetical variation: The teacher at Kaunakakai Elementary School is hired on Oct. 21, 1996, after the start of the school year. The educational officer at the traditional school takes leave without pay from May 15, 1997 to the end of the school year. How will their salary payments be affected? See Examples I & J below:

Rule J: When a 10-month employee is initially hired or returns from leave after the beginning of the new school year, that person's first pay check shall be paid, as feasible, on the pay date that reflects the first full pay period. As feasible, the amount paid on that pay date shall include the normal semi-monthly pay plus any accrued partial pay from the previous pay period.

In Example J, the employee's first full pay period is from November 1-15, 1996. The employee's first pay check for the school year should be paid on November 15th. As feasible, that pay check should reflect the salary for one full semimonthly period (\$500) plus accrued pay from the previous pay period (\$500 less three days pay for Oct. 16, 17, and 18, the days in the pay period when pay did not accrue).

Rule I: When a 10-month employee does not complete the school year but instead is absent without pay for the remainder of the school year, pay shall be adjusted as possible for the last pay period during which the absence begins. No further salary payments are to be made until the summer salary period unless (1) the summer salary earnings do not amount to at least \$1,000 and lump sum payment may be made or (2) the projected semimonthly summer salary payment exceeds the normal semimonthly payment in which case, the excess is paid on the last pay period preceding the summer salary period.

In Example I, hypothetically, no salary adjustment is possible for the payment of the May 15 pay check because of the suddenness of leave on May 15. Thereafter, no salary payment is made until June 30th, the last pay period preceding the summer salary priod.

Ex. I. - V.P. Trad. Sch.

Annual Salary Rate - \$12,000	
Daily Salary Rate - \$57.69	
Sept. 15, 1996	500
Sept. 30, 1996	500
Oct. 15, 1996	500
Oct. 31, 1996	500
Nov. 15, 1996	500
Nov. 30, 1996	500
Dec. 15, 1996	500
Dec. 31, 1996	500
Jan. 15, 1997	500
Jan. 31, 1997	500
Feb. 15, 1997	500
Feb. 28, 1997	500
Mar. 15, 1997	500
Mar. 31, 1997	500
Apr. 15, 1997	500
Apr. 30, 1997	500
May 15, 1997	500
May 31, 1997	0
Jun. 15, 1997	0
Jun. 30, 1997	57.27
Jul. 15, 1997	500
Jul. 31, 1997	500
Aug. 15, 1997	500
Aug. 31, 1997	500

Ex. J. - Tchr. Kaunakakai El.

Annual Salary Rate - \$12,000	
Daily Salary Rate - \$58.54	
Aug. 15, 1996	0
Aug. 30, 1996	0
Sep. 15, 1996	0
Sep. 30, 1996	0
Oct. 15, 1996	0
Oct. 31, 1996	0
Nov. 15, 1996 (+\$324.38)	824.38
Nov. 30, 1996	500
Dec. 15, 1996	500
Dec. 31, 1997	500
Jan. 15, 1997	500
Jan. 31, 1997	500
Feb. 15, 1997	500
Feb. 28, 1997	500
Mar. 15, 1997	500
Mar. 31, 1997	500
Apr. 15, 1997	500
Apr. 30, 1997	500
May 15, 1997	500
May 31, 1997	500
Jun. 15, 1997	422.70
Jun. 30, 1997	422.70
Jul. 15, 1997	422.70
Jul. 30, 1996	422.70

Analysis Example I:

161 working days (163-2 teach days)
 11 vacation days; 11 holidays =
 183 paid days * \$57.69 = \$10,557.27
 Less \$ payments = \$2057.27
 4 pay periods = \$500 per period plus a
 remainder of 57.27 to be paid on
 June 30, 1997.

Analysis Example J:

131 working days (181-50 missed)
 11 vacation days; 12 Holidays
 154 paid days * \$58.54 = \$9,015.16
 Less \$7,324.38 payments = \$1,690.78
 4 pay periods = \$422.70 per period

7. Pay Raise in the Middle of the Year

Supposing a pay raise is negotiated effective 2/1/97. What happens?

Ex. K. - V.P. Trad. Sch.

Semimonthly Salary Rate - \$500	
Eff. 2/1/97 Semimonthly - \$550	
Sept. 15, 1996	500
Sept. 30, 1996	500
Oct. 15, 1996	500
Oct. 31, 1996	500
Nov. 15, 1996	500
Nov. 30, 1996	500
Dec. 15, 1996	500
Dec. 31, 1996	500
Jan. 15, 1997	500
Jan. 31, 1997	500
Feb. 15, 1997	550
Feb. 28, 1997	550
Mar. 15, 1997	550
Mar. 31, 1997	550
Apr. 15, 1997	550
Apr. 30, 1997	550
May 15, 1997	550
May 31, 1997	550
Jun. 15, 1997	550
Jun. 30, 1997	550

Ex. L. - Tchr. Kaunakakai El.

Semimonthly Salary Rate - \$500	
Eff. 2/1/97 Semimonthly - \$550	
Aug. 15, 1996	500
Aug. 31, 1996	500
Sept. 15, 1996	500
Sept. 30, 1996	500
Oct. 15, 1996	500
Oct. 31, 1996	500
Nov. 15, 1996	500
Nov. 30, 1996	500
Dec. 15, 1996	500
Dec. 30, 1997	500
Jan. 15, 1997	500
Jan. 30, 1997	500
Feb. 15, 1997	550
Feb. 28, 1997	550
Mar. 15, 1997	550
Mar. 31, 1997	550
Apr. 15, 1997	550
Apr. 30, 1997	550
May 15, 1997	550
May 31, 1997	550

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Jul. 15, 1997	516.73	Jun. 15, 1997	533.45
Jul. 31, 1997	516.73	Jun. 30, 1997	533.45
Aug. 15, 1997	516.73	Jul. 15, 1997	533.45
Aug. 31, 1997	516.73	Jul. 31, 1997	533.45

Analysis: Example K: The VP accrues 110 paid days at the old rate and 98 paid days at the new rate. (Count the paid days on the appropriate school calendar.)

Traditional Calendar for SY 1996-97 shows 96 teacher work days as of January 31, 1997. Less two teacher days in August = 94 EO working days. Calculation: (94 working days, plus 8 holidays, plus 8 Winter Vacation days = 110 paid days up through January 31, 1997) $110 * \$57.69 = \$6,345.90$ accruing under the old pay rate.

The new pay rate = \$63.46 per day ($\$13,200$ per year/208 EO paid days for SY 1996-97). 208 possible paid days per year less 110 paid days accruing under the old rate leaves 98 paid days under the new pay rate. $98 * \$63.48 = \$6,221.04$.

$\$6345.90 + \$6221.04 = \$12,566.90$ accrued earnings for the year. Less \$10,500 already paid = \$2,066.90 summer salary earnings paid equally over 4 pay periods = \$516.73 per pay period.

Analysis: Example L:

Example L, the teacher accrues 119 days at the old rate of \$58.54 per day = \$6,966.26 (103 teacher working days, plus 8 holidays, plus 8 vacation days totals 119 paid days up through January 31, 1997). The teacher also accrues 86 paid days at the new rate of \$64.39 ($\$13,200/205$ paid days in the 1996-97 school year = \$5,537.54). Total accrued earnings = \$12,503.80. Total payments of \$10,400 up through May 31, 1997 leaves a difference of \$2,133.80 (summer salary earnings) to be paid equally over the four pay periods of June 15, June 30, July 15 and July 31 ($\$2,133.80/4 = \533.45).

8. Pay Differential Changes

Normally, pay differentials such as for grade chairpersons, school librarians, band teachers, etc. are provided to an employee for the entire school year. When this happens, the differential is simply added to the Annual Salary Rate, thus, increasing both the semimonthly amount paid as well as the Daily Salary Rate. Examples M and N below illustrate how a hypothetical \$50 per month differential is simply added (\$12,000 + \$600 = \$12,600) to convert Examples D and E above to reflect the payment of a differential for the full year.

Ex. M. - V.P. Trad. Sch.

Monthly Salary Rate = \$1,000	
Monthly Salary Differential = \$50	
Semimonthly Salary Rate = \$525	
Sept. 15, 1996	525
Sept. 30, 1996	525
Oct. 15, 1996	525
Oct. 31, 1996	525
Nov. 15, 1996	525
Nov. 30, 1996	525
Dec. 15, 1996	525
Dec. 31, 1996	525
Jan. 15, 1997	525
Jan. 31, 1997	525
Feb. 15, 1997	525
Feb. 28, 1997	525
Mar. 15, 1997	525
Mar. 31, 1997	525
Apr. 15, 1997	525
Apr. 30, 1997	525
May 15, 1997	525
May 31, 1997	525
Jun. 15, 1997	525

Ex. N. - Tch. Kaunakakai El.

Monthly Salary Rate = \$1,000	
Monthly Salary Differential = \$50.	
Semimonthly Salary Rate = \$525	
Aug. 15, 1996	525
Aug. 31, 1996	525
Sept. 15, 1996	525
Sept. 30, 1996	525
Oct. 15, 1996	525
Oct. 31, 1996	525
Nov. 15, 1996	525
Nov. 30, 1996	525
Dec. 15, 1996	525
Dec. 31, 1997	525
Jan. 15, 1997	525
Jan. 31, 1997	525
Feb. 15, 1997	525
Feb. 28, 1997	525
Mar. 15, 1997	525
Mar. 31, 1997	525
Apr. 15, 1997	525
Apr. 30, 1997	525
May 15, 1997	525

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Jun. 30, 1997	525	May 31, 1997	525
Jul. 15, 1997	525	Jun. 15, 1997	525
Jul. 31, 1997	525	Jun. 30, 1997	525
Aug. 15, 1997	525	Jul. 15, 1997	525
Aug. 31, 1997	525	Jul. 31, 1997	525

Sometimes pay differentials for an employee need to be paid for a partial period. In Example O below, the hypothetical vice-principal serves for the first semester of the school year (September 1, 1996 through January 26, 1997) as a Cohort Mentor and is entitled to the hypothetical Cohort Mentor differential of \$50 per month. During the second semester, the vice-principal is not a Cohort Mentor and is not entitled to the differential. In Example P below, the teacher in the year-round school is entitled to a hypothetical grade level chair differential of \$50 per month but only from April 1, 1997 through April 30, 1997.

Ex. O. - V.P. Trad. Sch.

Monthly Salary Rate = \$1,000

Semimonthly Salary Rate = \$500

Sept. 15, 1996	525
Sept. 30, 1996	525
Oct. 15, 1996	525
Oct. 31, 1996	525
Nov. 15, 1996	525
Nov. 30, 1996	525
Dec. 15, 1996	525
Dec. 31, 1996	525
Jan. 15, 1997	525
Jan. 31, 1997*	500
Feb. 15, 1997	500
Feb. 28, 1997	500
Mar. 15, 1997	500
Mar. 31, 1997	500
Apr. 15, 1997	500

Ex. P. - Tchr. Kaunakakai El.

Monthly Salary Rate = \$1,000

Semimonthly Salary Rate = \$500

Aug. 15, 1996	500
Aug. 31, 1996	500
Sept. 15, 1996	500
Sept. 30, 1996	500
Oct. 15, 1996	500
Oct. 31, 1996	500
Nov. 15, 1996	500
Nov. 30, 1996	500
Dec. 15, 1996	500
Dec. 31, 1997	500
Jan. 15, 1997	500
Jan. 31, 1997	500
Feb. 15, 1997	500
Feb. 28, 1997	500
Mar. 15, 1997	500

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Apr. 30, 1997	500	Mar. 31, 1997	500
May 15, 1997	500	Apr. 15, 1997	525
May 31, 1997	500	Apr. 30, 1997	525
Jun. 15, 1997	500	May 15, 1997	500
Jun. 30, 1997	500	May 31, 1997	500
Jul. 15, 1997	518.05	Jun. 15, 1997	503.74
Jul. 31, 1997	518.05	Jun. 30, 1997	503.74
Aug. 15, 1997	518.05	Jul. 15, 1997	503.74
Aug. 31, 1997	518.05	Jul. 31, 1997	503.74

Analysis: Example O: The VP accrues 105 paid days with the differential and 103 paid days without the differential.
 (Count the paid days on the appropriate school calendar.)

Traditional Calendar for SY 1996-97 shows 91 teacher work days as of January 24, 1997. Less two teacher days in August = 89 EO working days. Calculation: (89 working days, plus 8 holidays, plus 8 Winter Vacation days = 105 paid days up through January 24, 1997) 105 paid days * \$57.69 daily salary rate = \$6,057.45 accruing at the old daily salary rate (without the differential).

The new daily salary rate (with the differential) = \$60.58 per day (\$12,600 per year/208 EO paid days for SY 1996-97). 208 possible paid days per year less 105 paid days accruing under the old daily salary rate leaves 103 paid days under the new daily salary rate. 103 * \$60.58 = \$6,239.74.

\$6,057.45 + \$6,239.74 = \$12,297.19 accrued earnings for the year. Less \$10,225 already paid = \$2,072.19 summer salary earnings paid equally over 4 pay periods = \$518.05 per pay period.

*Note: The last pay period in January requires an adjustment of monthly rate because the differential accrues for only part of the pay period (up through January 24, 1997). The general practice for this situation is to switch to the new

semimonthly pay rate at the earliest time possible. In this case, the end of the differential can be anticipated, thus, the adjustment is made immediately during the pay period in which the pay change occurs.

Analysis: Example P:

Example P, the teacher accrues 22 paid days with differential in the month of April 1997 at the daily salary rate of \$61.46 earning a total of \$1,352.12. The teacher also accrues 183 days without the differential at the regular daily salary rate of \$58.54 per day for a total of \$10,712.82. (205 total paid days less 22 paid days in April = 183 paid days remaining). Total accrued earnings = \$12,064.94. Total payments of \$10,050 up through May 31, 1997 leaves a difference of \$2,014.94 (summer salary earnings) to be paid equally over the four pay periods of June 15, June 30, July 15 and July 31 ($\$2,014.94/4 = \503.74).

9. Part-Time Salaried to Full-time Salaried

At the traditional School a new teacher is hired as a half-time (50.000 FTE) teacher on August 29, 1996. She works at 50.000 FTE until September 5, 1996 and is then hired as a full time (100.000 FTE) teacher effective Friday, September 6, 1996 for the remainder of the school year. How is salary adjusted for this situation?

Ex. Q. - New Teacher Traditional School Calendar

Annual Salary Rate = \$12,000

Semimonthly Salary Rate = \$500

Daily salary Rate = \$58.54

50.000 FTE daily Salary Rate = \$29.27

In this example, the first salary payment is made on September 13, 1996. What is the correct amount paid?

No. of Days worked at 50.000 FTE = 6 days.

Deduct 6 half-time days when pay does not accrue at \$29.27
per day = \$169.62.

\$500 - \$169.62 = \$330.30.

The first pay check should contain gross pay of \$330.30.

ASY:mac

Attachments

1. 1996-97 DEPARTMENT OF EDUCATION OFFICIAL SCHOOL
CALENDAR
2. 1996-97 KAUNAKAKAI ELEMENTARY SCHOOL YEAR-ROUND
EDUCATION SCHOOL CALENDAR

State of Hawaii – Department of Education
1996-97 OFFICIAL SCHOOL CALENDAR
 (Year-Round and Some SCBM Schools Vary)

Teachers' Work Year — First Semester: August 29, 1996, to January 24, 1997
 Second Semester: January 27, 1997, to June 10, 1997
Students' Work Year — First Semester: September 3, 1996, to January 23, 1997
 Second Semester: January 27, 1997, to June 9, 1997

Approved 11/2/95

Student Weeks	Student Days	Teacher Days		S	M	T	W	T	F	S	
			1996-August					1	2	3	
				4	5	6	7	8	9	10	
				11	12	13	14	15	16	17	August 16 — Admission Day
				18	19	20	21	22	23	24	
		2		25	26	27	28	29	30	31	August 29 — Teachers report
			September	1	2	3	4	5	6	7	1st SEMESTER - 87 Student Days
1	4	6		8	9	10	11	12	13	14	September 2 — Labor Day
2	9	11		15	16	17	18	19	20	21	September 3 — Students report
3	14	16		22	23	24	25	26	27	28	
4	19	21	October	29	30	1	2	3	4	5	
5	24	26		6	7	8	9	10	11	12	
6	29	31		13	14	15	16	17	18	19	Oct. 14 - 18: One student day off for Teacher Institute Day (Dates set by HSTA and subject to change.)
7	33	36		20	21	22	23	24	25	26	1st QUARTER (43 days) Ends - Nov. 1
8	38	41	November	27	28	29	30	31	1	2	
9	43	46		3	4	5	6	7	8	9	November 5 — Election Day
10	47	50		10	11	12	13	14	15	16	November 11 — Veterans' Day
11	51	54		17	18	19	20	21	22	23	
12	56	59		24	25	26	27	28	29	30	November 28 — Thanksgiving Day
13	59	62	December	1	2	3	4	5	6	7	November 29 — Holiday
14	64	67		8	9	10	11	12	13	14	
15	69	72		15	16	17	18	19	20	21	Dec. 23 - Jan. 3 — Winter Recess
16	74	77		22	23	24	25	26	27	28	December 25 — Christmas Day
			1997-January	29	30	31	1	2	3	4	January 1 — New Year's Day
17	79	82		5	6	7	8	9	10	11	January 20 — Martin Luther King Day
18	84	87		12	13	14	15	16	17	18	2nd QUARTER (44 days) and 1st SEMESTER Ends - Jan. 24*
19	87	91		19	20	21	22	23	24	25	
			February	26	27	28	29	30	31	1	2nd SEMESTER - 89 Student Days
20	92	96		2	3	4	5	6	7	8	
21	97	101		9	10	11	12	13	14	15	
22	102	106		16	17	18	19	20	21	22	February 17 — Presidents' Day
23	106	110		23	24	25	26	27	28	1	
24	111	115	March	2	3	4	5	6	7	8	
25	116	120		9	10	11	12	13	14	15	March 24 - 28 — Spring Recess
26	121	125		16	17	18	19	20	21	22	March 26 — Kuhio Day
27	126	130		23	24	25	26	27	28	29	March 28 — Good Friday
			April	30	31	1	2	3	4	5	3rd QUARTER (44 days) Ends - Apr. 4
28	131	135		6	7	8	9	10	11	12	
29	136	140		13	14	15	16	17	18	19	
30	141	145		20	21	22	23	24	25	26	
31	146	150	May	27	28	29	30	1	2	3	
32	151	155		4	5	6	7	8	9	10	May 26 — Memorial Day
33	156	160		11	12	13	14	15	16	17	June 9 — Last day for students
34	161	165		18	19	20	21	22	23	24	4th QUARTER (45 days) and 2nd SEMESTER Ends - June 9
35	166	170		25	26	27	28	29	30	31	June 10 — Last day for teachers
36	170	174	June	1	2	3	4	5	6	7	June 11 — Kamehameha Day
37	175	179		8	9	10	11	12	13	14	
38	176	181*		15	16	17	18	19	20	21	June 18 — Summer School begins
			July	22	23	24	25	26	27	28	
				29	30	1	2	3	4	5	July 4 — Independence Day
				6	7	8	9	10	11	12	
				13	14	15	16	17	18	19	
				20	21	22	23	24	25	26	
				27	28	29	30	31			July 30 — Summer School ends

* Plus one equivalent day (six hours) to be assigned for teacher participation in training and meetings beyond the teacher's regular work day.

OFFICIAL STATE HOLIDAYS, 1996-97 SCHOOL YEAR

Admission Day	August 16, 1996	Dr. Martin Luther King, Jr. Day	January 20, 1997
Labor Day	September 2, 1996	Presidents' Day	February 17, 1997
Election Day	November 5, 1996	Prince Jonah Kuhio Kalaniana'ole Day	March 26, 1997
Veterans' Day	November 11, 1996	Good Friday	March 28, 1997
Thanksgiving Day	November 28, 1996	Memorial Day	May 26, 1997
Christmas Day	December 25, 1996	King Kamehameha I Day	June 11, 1997
New Year's Day	January 1, 1997	Independence Day	July 4, 1997

* January 24: Teachers' work day; no school for students. Commencement Exercises: No sooner than June 6, 1997. Summer School: June 18 - July 30, 1997.
 5200-12w

1996-97 KAUNAKAKAI ELEMENTARY YEAR-ROUND EDUCATION SCHOOL CALENDAR

4/26/97

Teachers' Work Year — First Semester: July 22, 1996, to December 20, 1996
 Second Semester: January 21, 1997, to June 6, 1997
 Students' Work Year — First Semester: July 24, 1996, to December 20, 1996
 Second Semester: January 22, 1997, to June 5, 1997

Stdnt Wks	Stdnt Days	Tchr Days								
			S	M	T	W	T	F	S	
			1996 - July							
			7	8	9	10	11	12	13	
			14	15	16	17	18	19	20	
1	3	5	21	22	23	24	25	26	27	1st SEMESTER - 91 Student Days
2	8	10	28	29	30	31	1	2	3	July 22 - Teachers report
3	13	15	August							July 24 - Students report
4	17	19	4	5	6	7	8	9	10	
5	22	24	11	12	13	14	15	16	17	August 16 - Admission Day
6	27	29	18	19	20	21	22	23	24	
7	31	33	September							
8	36	38	25	26	27	28	29	30	31	
9	41	43	1	2	3	4	5	6	7	September 2 - Labor Day
10	46	48	8	9	10	11	12	13	14	
			15	16	17	18	19	20	21	1st QUARTER (46 days) Ends - Sept. 27
			22	23	24	25	26	27	28	Sept. 30 - Oct. 11: Intersession
			October							
			29	30	1	2	3	4	5	
11	50	53	6	7	8	9	10	11	12	
12	55	58	13	14	15	16	17	18	19	October 14 - Teacher Institute Day
13	60	63	20	21	22	23	24	25	26	
14	64	67	November							
15	68	71	27	28	29	30	31	1	2	
16	73	76	3	4	5	6	7	8	9	November 5 - Election Day
17	76	79	10	11	12	13	14	15	16	November 11 - Veterans' Day
18	81	84	17	18	19	20	21	22	23	November 28 - Thanksgiving Day
19	86	89	December							November 29 - Holiday
20	91	94	24	25	26	27	28	29	30	
			1	2	3	4	5	6	7	2nd QUARTER (45 days) and
			8	9	10	11	12	13	14	1st SEMESTER Ends - December 20
			15	16	17	18	19	20	21	Dec. 23 - Jan. 3 - Winter Recess
			22	23	24	25	26	27	28	December 25 - Christmas Day
			1997-January							January 1 - New Year's Day
			29	30	31	1	2	3	4	Jan. 6 - Jan. 17 - Intersession
			5	6	7	8	9	10	11	2nd SEMESTER - 85 Student Days
21	94	98	12	13	14	15	16	17	18	January 20 - Martin Luther King Day
22	99	103	19	20	21	22	23	24	25	January 21 - Teacher Work Day
23	104	108	26	27	28	29	30	31	1	
24	109	113	February							
25	113	117	2	3	4	5	6	7	8	
26	118	122	9	10	11	12	13	14	15	February 17 - Presidents' Day
27	123	127	16	17	18	19	20	21	22	
28	128	132	March							
			23	24	25	26	27	28	1	3rd QUARTER (37 days) Ends - Mar. 1
			2	3	4	5	6	7	8	March 17 - March 21: Intersession
			9	10	11	12	13	14	15	March 24 - 28 - Spring Recess
			16	17	18	19	20	21	22	March 26 - Kuhio Day
			23	24	25	26	27	28	29	March 28 - Good Friday
29	133	137	April							
30	138	142	30	31	1	2	3	4	5	
31	143	147	6	7	8	9	10	11	12	
32	148	152	13	14	15	16	17	18	19	
33	153	157	May							
34	158	162	20	21	22	23	24	25	26	
35	163	167	27	28	29	30	1	2	3	
36	168	172	4	5	6	7	8	9	10	May 26 - Memorial Day
37	172	176	11	12	13	14	15	16	17	4th QUARTER (48 days) and
38	176	181*	18	19	20	21	22	23	24	2nd SEMESTER Ends - June 5
			25	26	27	28	29	30	31	June 5 - Last day for students
			June							June 6 - Last day for teachers
			1	2	3	4	5	6	7	June 11 - Kamehameha Day
			8	9	10	11	12	13	14	June 18 - Summer School begins
			15	16	17	18	19	20	21	July 4 - Independence Day
			22	23	24	25	26	27	28	
			July							
			29	30	1	2	3	4	5	
			6	7	8	9	10	11	12	
			13	14	15	16	17	18	19	
			20	21	22	23	24	25	26	
			27	28	29	30	31			July 30 - Summer School ends

* Plus one equivalent day (six hours) to be assigned for teacher participation in training and meetings beyond the teacher's regular work day.

OFFICIAL STATE HOLIDAYS, 1996-97 SCHOOL YEAR

Admission Day	August 16, 1996	Dr. Martin Luther King, Jr. Day	January 20, 1997
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Veterans' Day	November 11, 1996	Good Friday	March 28, 1997
Thanksgiving Day	November 28, 1996	Memorial Day	May 26, 1997
Christmas Day	December 25, 1996	King Kamehameha I Day	June 11, 1997
New Year's Day	January 1, 1997	Independence Day	July 4, 1997

Summer School: June 18 - July 30, 1997.

PROCEDURE: FILING FOR SALARY CLAIMS

REFERENCE: REGULATION #5201 (PARAGRAPH N)

FORM : NONE

RESPONSIBILITIES:

1. EMPLOYEE

- a. Reviews Form SF-5A to detect errors.
- b. Consults with principal/immediate supervisor regarding possible errors.
- c. Writes to district superintendent/assistant superintendent specifying alleged errors in salary. Attaches verifying documents if available.

2. PRINCIPAL/IMMEDIATE SUPERVISOR

Checks Form SF-5A and other pertinent documents with employee and advises employee concerning submission of claim.

3. DISTRICT SUPERINTENDENT/ASSISTANT SUPERINTENDENT

- a. Reviews and checks accuracy of claim.
- b. Forwards claim to Office of Personnel Services with recommendation.

4. OFFICE OF PERSONNEL SERVICES

- a. Returns claim to school/office if not valid with supporting rationale.
- b. Takes appropriate action if claim is valid.

Revised 9/1/70; Amended 10/74; Amended 6/86

COMPENSATION

ADMINISTRATIVE REGULATIONS

SALARY ADMINISTRATION FOR TWELVE-MONTH EDUCATIONAL OFFICERS

A. Salary Range and Step Placement

Salary range and step placement shall be made as provided for by the Classification and Compensation Plan of the Department according to the laws of Hawaii.

B. Salaries Based on Twelve-Month Work Year

Annual salaries are earned over a twelve-month work year.

C. Salaries Paid Semimonthly

Salaries shall be paid in semimonthly installments over a period of twelve months.

D. Fractional Pay Computation

The ratio of actual days worked to total weekdays in the month shall be used for fractional pay calculations for regular, salaried employees (based on Comptroller's Office regulations).

E. Increment Due Date

The increment due date shall be July 1 for all certificated 12-month educational officers of the Department. An educational officer shall be entitled to only one increment and/or pay raise.

F. Service Credit for Increments

Employees with satisfactory ratings earn an increment if they meet one of the following conditions:

1. Served in the Department for the entire work year; or
2. Served in the Department for at least six continuous months during the work year.

Compensation - Salary Administration for
Twelve-Month Educational Officers (continued)

Employees who do not meet at least one of these conditions do not receive salary credit for the work year.

G. Withholding of Increment

Employees receiving unsatisfactory ratings shall not be granted an increment or service credit on a maximum or longevity step.

H. Holiday Pay

Twelve-month educational officers shall receive compensation for holiday(s) if they are on a paid status for at least one of the five working days immediately preceding the holiday.

EXCEPTION: In the case of resignation or termination, compensation shall not be received for holiday(s) occurring subsequent to the effective date of resignation or termination.

I. Daily Rate of Pay

The daily rate of pay for twelve-month educational officers shall be in accordance with the fractional pay computation formula as follows:

$$\frac{\text{Monthly Salary}}{\text{Total Week Days in the Appropriate Month}} = \text{Daily Rate of Pay}$$

When Service is Provided

J. Salary Claims

Any claims for salary error must be made in writing to the Department. Any adjustment as a result of such a claim shall be for the work year in which the claim is filed.

Adopted 7/11/74; Amended 10/74; Amended 6/86; Amended 11/88

5200-16 (11/88 revision deleted pages 5200-17, 5200-18)

COMPENSATION

ADMINISTRATIVE REGULATIONS

PAY SCHEDULE FOR PART-TIME CERTIFICATED EMPLOYEES

A. Summer School Teachers*

1. Summer school teachers shall be classified and compensated as Part-time Temporary Teachers (Academic) based on hourly pay rates.
2. If the rates indicated do not permit a summer session to be self-supporting, teachers' salaries may be adjusted downward, provided written approval is obtained from the district superintendent and from the teachers before the session starts.

B. Summer School Director

1. The director shall normally receive (1) a salary equal to the hourly rate for Class III Part-time Temporary Teachers multiplied by the number of compensable hours for the summer session, and (2) an appropriate percentage differential as determined below.
2. The percentage differential shall be determined by multiplying the summer school director's salary by percentages as follows:

<u>Number of Teachers</u>	<u>Percentage Differential</u>
1 - 5	25
6 - 10	30
11 - 15	35
16 - 25	40
26 and over	45

*For the purpose of this regulation, "teachers" refers to teachers, school librarians, counselors, registrars and other similar school level certificated personnel.

Compensation - Pay Schedule for Casual
Certificated Employees (continued)

3. In schools of five or less teachers, the director will usually serve as one of the regular teachers. However, if the director so chooses, s/he may serve on a non-teaching basis with compensation limited to only the differential.
4. In schools of six or more teachers, the director shall serve on a non-teaching basis and shall receive the director's salary and the appropriate percentage differential.

C. Summer School Assistant Director

1. An assistant director may be employed for summer schools with more than 500 pupils.
2. The assistant director shall receive (1) a salary equal to the director's salary, and (2) a percentage differential equal to one-half of the director's differential.

D. Summer School Supportive Staff

Staff to provide part or full-time library and/or instructional materials services may be employed within the limits of available funds.

E. Part-time Temporary Teachers (Academic and Non-Academic)

EFFECTIVE SEPTEMBER 1, 1976:

Pay rates for Part-time Temporary Teachers (Academic and Non-Academic) employed on an hourly basis shall be based on the most current Per Diem Rates established for Substitute Teachers as follows:

Class I	Per Diem Rate for Substitute Teacher
Class II	Per Diem Rate for Substitute Teacher
Class III	Per Diem Rate for Substitute Teacher

Compensation - Pay Schedule for Part-time
Certificated Employees (continued)

Hourly Rates shall be derived from Per Diem Rates in accordance with the following formula:

$$\text{*Hourly Rate} = \text{Per Diem Rate} \div 6 \text{ average working hours per day}$$

F. Part-time Certificated Employees Designated as Coordinators, Project Directors or Assistant Project Directors

EFFECTIVE SEPTEMBER 1, 1976:

Part-time Certificated Employees designated as project coordinators, project directors or assistant project directors shall be compensated in accordance with the appropriate hourly or daily rate for Certificated Part-time Temporary Teacher (Academic) or Part-time Temporary Teacher (Non-Academic) plus an 8% differential.

G. Per Diem Pay Rates for Substitute Teachers

Per diem rates for substitute teachers shall be based on the annual salary rate established for the appropriate salary class and step on the most current teachers' salary schedule as follows:

Substitute Teacher I	Class I, Entry Step
Substitute Teacher II	Class II, Entry Step
Substitute Teacher III	Class III, Entry Step

Per Diem rates shall be derived from annual rates in accordance with the following formula:

$$\text{Per Diem Rate} = \frac{\text{Annual Salary Rate}}{12 \text{ Months} \div 21 \text{ Average Working Days Per Month}}$$

*NOTE: Hourly rate is based on student contact time exclusive of preparation time, lunch break, recess, etc.

Compensation - Pay Schedule for Part-time
Certificated Employees (continued)

H. Principals/Supervisors of Adult Education Summer Program

The existing compensation guidelines for principals/supervisors of Adult Education Summer Programs shall remain in effect with the modification that the teacher hourly pay rate used for this computational purpose shall not exceed \$7.50 per hour.

I. Compensation for Specialty Instructors

Compensation for specialty instructors for the teaching services per period/unit/course shall be determined by the Department.

J. Daily Pay Rates for Substitute School Administrators and Substitute
Twelve-Month Educational Officers

Effective July 1, 1989, daily pay rates for substitute school administrators and substitute twelve-month educational officers shall be based on the annual salary rates from the current educational officers' salary schedules as follows:

10-Month Salary Schedule

Vice Principals:	Appropriate Salary Range For Position, Entry Step
Principals:	Appropriate Salary Range For Position, Entry Step

12-Month Salary Schedule

District and State Educational Officers:	Appropriate Salary Range For Position, Entry Step
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Daily pay rates shall be derived from the annual salary rates in accordance with the following formula:

Daily Pay Rate = Annual Salary Rate ÷ 12 Months ÷ 21 Average
Working Days Per Month

Substitute educational officers who work one-half of the regular work day shall be paid one-half of the daily pay rate.

Revised 9/1/70; Amended 10/74; Amended 8/75; Amended 8/76; Amended 5/77;
Amended 6/86; Amended 11/88; Amended 11/89; Amended 8/90

COMPENSATION
ADMINISTRATIVE REGULATIONS

SPECIAL COMPENSATION

A. Teachers

The Department may provide additional compensation (salary differentials) to the basic salary of teachers for special assignments, for additional duties and responsibilities, or for additional time worked as authorized by the Board of Education.

B. Grade Level and Department Chairpersons

Grade level and department chairpersons shall be knowledgeable and capable teachers who are able to properly carry out the duties and responsibilities of the position. Librarians and registrars shall not serve as grade level or department chairpersons.

Counselors may be compensated as counseling department chairpersons but not as grade level chairpersons or chairpersons of other departments.

1. Grade Level Chairpersons (Elementary)

Grade level chairpersons shall be compensated with salary differentials in accordance with the following:

Elementary Schools (K-6)

<u>Size of Instructional Staff</u>	<u>No. of Chairpersons Not to Exceed*</u>	<u>Effective 9/1/88 Compensation</u>
1 - 14	3	\$ 836 per year
15 - 16	5	" " "
17 - 20	6	" " "
21 - 35	7	" " "
36 and over	7	\$1,036 per year

*Less than three may be assigned to a school on the recommendation of the principal and district superintendent

Compensation - Special Compensation (continued)

A special education department chairperson may be selected in a school where there are three or more special education teachers. At the elementary level, if the school qualifies, this chairperson shall be in addition to the entitled number of grade level chairpersons.

2. Department Chairpersons (Secondary)

Department chairpersons shall be allocated and compensated with salary differentials in accordance with the following:

Secondary Schools

<u>No. of Sections of a Subject</u>	<u>No. of Chairpersons</u>	<u>Effective 9/1/88 Compensation</u>
1 - 17*	0	\$0
18 - 42	1	\$ 836 per year
43 and over	1	\$1,036 per year

*Combination departments as prescribed in Revised Department Procedures Certificated Personnel 1, may be established only for good cause as recommended by the principal through the district superintendent to the Office of Personnel Services.

3. Selection, Appointment and Replacement of Grade Level and Department Chairpersons

As necessary, the principal of a school shall appoint and replace grade level and department chairpersons in the school. Affected teachers in each department or grade level shall recommend in writing the names of candidates for the position of the chairpersons.

4. K-8, K-9, K-12

Principals of schools with a multiple organization structure or additional grade levels may elect to use B1 and B2, or either, in determining the number of Department/grade level chairpersons with the compensation as established for such.

Compensation - Special Compensation (continued)

C. Other Salary Differentials:

Beginning September 1, 1987 the following salary differentials shall be in effect:

Vocational Agriculture Teacher

Large Farm	\$1,000 per year
Small Farm	\$ 800 per year

Drama Coordinator (excludes Learning Center Drama Coordinators) \$ 800 per year

Beginning September 1, 1988 the following salary differentials shall be in effect:

School Librarian	\$ 611 per year
Registrar.	\$1,036 per year
Intermediate Band Teacher	\$ 586 per year
High School Band Teacher	\$ 736 per year

D. Compensation for Coaching Athletics

1. Eligibility for Extra Compensation: In general, approval of allotments for a particular sport will depend upon whether or not the sport is league-sponsored and if the school involved is considered ready to enter a team in this league-sponsored sport.

a. Regular teachers designated as coaches when recommended by the principal and approved by the district superintendent will be eligible for extra compensation as provided by the approved schedule.

b. Coaches who are not regular teachers. Upon approval of the district superintendent, individuals who are not regular teachers may be employed as coaches. These persons must file the forms required by the Office of Personnel Services, Department of Education.

Compensation - Special Compensation (continued)

2. Compensation Schedules

Allotments will be issued in the amounts and to the individuals designated on the approved list of positions. The Office of Personnel Services will not designate more than one person for each position and the Office of Business Services will not divide State allotments.

3. Other Services Related to the Athletic Program

Schools may use school funds to pay for services related to the athletic program provided such services have been approved by the respective district superintendent. Such services may include a team physician, trainer, police protection, etc., as required and approved.

Based on the variable nature and sources of school funds, it is recognized that such services must often be obtained on a voluntary basis, thus, compensation rates and/or amounts need not conform to prevailing civil service or other established pay classification systems but may be based on league rates and/or such amounts as mutually agreeable to the provider of such services. Compensation rates and/or amounts, as a general guide, should not exceed comparable minimum civil service pay rates and shall be established by the principal or athletic director prior to the start of services.

4. Direct Sources of Extra Compensation Limited to State and School Funds

- a. All coaches will receive all extra remuneration directly from State Funds.
- b. Community contributions are to be credited to school Athletic Funds and administered through the Athletic budget.

Compensation - Special Compensation (continued)

5. Head Coaching Load

Two non-concurrent sports per year is the maximum allowable load which will permit effective coaching along with effective teaching in the regular teaching assignment. Therefore, no head coach will receive more than two allotments. When necessary, exceptions may be granted upon approval of the district superintendent and Superintendent. Justification for exception and approval will be made a matter of record and will include an expiration date. Head coaches may serve as assistant coaches in addition to the two head coaching loads allowable upon the principal's recommendation and approval of the district superintendent.

6. Schedule State Funds

Effective 9/1/90
Rate Per Year

Athletic Director	\$2,147
Assistant Athletic Director	1,112

Effective 9/1/90
Rate Per Season

<u>Volleyball</u>	
Senior Head Coach, Boys	\$1,543
Senior Head Coach, Girls	1,543
Senior Head Coach, Boys & Girls	1,678
Senior Asst. Coach, Boys	926
Senior Asst. Coach, Girls	926
Junior Head Coach, Boys	1,003
Junior Head Coach, Girls	1,003
Junior Asst. Coach, Boys	772
Junior Asst. Coach, Girls	772

Effective 9/1/90
Rate Per Season

<u>Bowling</u>	
Senior Head Coach, Boys	\$ 872
Senior Head Coach, Girls	872
Senior Head Coach, Boys & Girls	1,007

Compensation - Special Compensation (continued)

<u>Schedule</u>	<u>State Funds</u>
<u>Cross Country</u>	
Senior Head Coach, Boys	\$ 872
Senior Head Coach, Girls	872
Senior Head Coach, Boys & Girls	1,007
Senior Asst. Coach, Boys	523
Senior Asst. Coach, Girls	523
<u>Football</u>	
Senior Head Coach	\$2,013
Senior Asst. Coach	1,208
Senior Asst. Coach	1,208
Senior Asst. Coach	1,208
Senior Asst. Coach	1,208
Senior Asst. Coach	1,208
Senior Asst. Coach	1,208
Senior Asst. Coach	1,208
Junior Head Coach	1,308
Junior Asst. Coach	1,007
Junior Asst. Coach	1,007
Junior Asst. Coach	\$1,007
Junior Asst. Coach	1,007
Junior Asst. Coach	1,007
<u>Soccer</u>	
Senior Head Coach, Boys	\$1,543
Senior Head Coach, Girls	1,543
Senior Asst. Coach, Boys	926
Senior Asst. Coach, Girls	926
Junior Head Coach, Boys	1,003
Junior Head Coach, Girls	1,003
Junior Asst. Coach, Boys	772
Junior Asst. Coach, Girls	772
<u>Swimming & Diving</u>	
Senior Head Coach, Boys	\$1,543
Senior Head Coach, Girls	1,543
Senior Head Coach, Boys & Girls	1,678
Senior Asst. Coach, Boys	926
Senior Asst. Coach, Girls	926
<u>Effective 9/1/90</u>	
<u>Rate Per Season</u>	
<u>Riflery</u>	
Senior Head Coach, Boys	\$ 872
Senior Head Coach, Girls	872
Senior Head Coach, Boys & Girls	1,007

Compensation - Special Compensation (continued)

Schedule State Funds

Basketball

Senior Head Coach, Boys	\$1,543
Senior Head Coach, Girls	1,543
Senior Asst. Coach, Boys	926
Senior Asst. Coach, Girls	926
Junior Head Coach, Boys	1,003
Junior Head Coach, Girls	1,003
Junior Asst. Coach, Boys	772
Junior Asst. Coach, Girls	772
Junior-Senior Head Coach, Boys	1,678
Junior-Senior Head Coach, Girls	1,678

Wrestling

Senior Head Coach	\$1,543
Senior Asst. Coach	926
Senior Asst. Coach	926
Junior Head Coach	1,003
Junior Asst. Coach	772

Golf

Senior Head Coach	\$ 872
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Tennis

Senior Head Coach, Boys	\$ 872
Senior Head Coach, Girls	872
Senior Head Coach, Boys & Girls	1,007

Baseball

Senior Head Coach	\$1,543
Senior Asst. Coach	926
Senior Asst. Coach	926
Junior Head Coach	1,003
Junior Asst. Coach	772
Junior Asst. Coach	772

Effective 9/1/90
Rate Per Season

Track & Field

Junior-Senior Head Coach, Boys	\$1,543
Junior-Senior Head Coach, Girls	1,543
Junior-Senior Head Coach, Boys & Girls	1,678

Compensation - Special Compensation (continued)

<u>Schedule</u>	<u>State Funds</u>
<u>Track & Field</u>	
Assistant Coach, Boys	\$ 926
Assistant Coach, Boys	926
Assistant Coach, Boys	926
Assistant Coach, Girls	926
Assistant Coach, Girls	926
Assistant Coach, Girls	926
<u>Girls Softball</u>	
Senior Head Coach	\$1,543
Senior Asst. Coach	926
Senior Asst. Coach	926
Junior Head Coach	1,003
Junior Asst. Coach	772
Junior Asst. Coach	772
<u>Gymnastics</u>	
Head Coach, Boys	\$ 872
Head Coach, Girls	872
Head Coach, Boys & Girls	1,007
<u>Soft Tennis</u>	
Head Coach, Boys	\$ 872
Head Coach, Girls	872
Head Coach, Boys & Girls	1,007
<u>Judo</u>	
Head Coach, Boys	\$1,543
Head Coach, Girls	1,543
Head Coach, Boys & Girls	1,007
Assistant Coach, Boys	926
Assistant Coach, Girls	926
<u>Effective 9/1/90</u>	
<u>Rate Per Year</u>	
<u>Pep Squad</u>	
Varsity Coach	\$1,543
Junior Asst. Coach	1,003
<u>Strength</u>	
Power Coach	\$1,543

Compensation - Special Compensation (continued)

E. Extra Compensation for Supervisors of Intramural Athletics

1. Eligibility for Extra Compensation

- a. Regular Teachers designated as intramural supervisors by the principals and approved by the district superintendent will be eligible for extra compensation as outlined in this provision.
- b. This provision is limited to schools with enrollment of at least 100 (September enrollment) in grade 7 and above which conduct year-round intramural programs at least twice a week during non-instructional hours (mid-morning recess, lunch recess and after school).
- c. Intramural allotments will start with October 1 and end May 30.
- d. An individual may not receive a high school coaching allotment and an intramural supervisor allotment concurrently. An exception may be granted upon approval of the District Superintendent. Justification for the exception and approval shall be made a matter of record and must include an expiration date.

2. Compensation Schedule

Rate Per Month

Supv. in a school with two or more intramural supervisors	\$61 per month
Supv. in a school with only one intramural supervisor	71 per month

F. Extra Compensation for Personnel Performing Special Duties

The following personnel may be paid a salary differential as approved by the Board:

- 1. Beginning Teacher Supervisor.
- 2. The supervising teacher for the Hawaii School for the Deaf and the Blind at the annual rate of \$1297.

Compensation - Special Compensation (continued)

3. Teachers in charge of classes for exceptional children which are operated as extensions of district offices.
4. The supervising teacher of the crippled children's unit or units.
5. Teacher placed in charge of the school during the temporary absence of the principal.
6. Teacher in charge of Niihau School.
7. Teacher placed in charge of a school annex located away from the regular campus.
8. Other special situations approved by the Board of Education.

G. Educational Officers

1. Educational officers can be hired on special contracts to perform consultant work or personal services for the Department provided the work or service performed is not an extension or continuation of their normal, regular work. Such work or service shall be outside the scope and responsibilities of their regular, normal work while complying fully with State Ethics Commission laws and implementing regulations.
2. Educational officers may not receive additional compensation from the Department for other related duties which they assume or for work performed beyond their normal workday. (Example: Principals and vice-principals may not receive stipends or differentials for serving as a department head, grade level chairperson, registrar, athletic director, coach, etc.)

Exception: Educational officers may receive pay for teaching or serving on the staff of the Adult Education and A+ Programs.

Compensation - Special Compensation (continued)

3. Vacation, Holiday and Weekend Work

Educational officers shall not be assigned duties during their vacation unless they agree to perform such duties and are compensated as follows:

- a. Educational officers on the ten (10) month salary schedule shall be compensated for any work they perform during their vacations at their regular rate of pay for each day of work assigned.
- b. On the authorization of the Superintendent, educational officers on the twelve (12) month salary schedule may be called to duty before the expiration of any granted vacation. In such event, compensation shall be for all work performed at the rate of one and one-half (1-1/2) times the regular rate of pay during such period services are required and shall be granted unused vacation days at a time mutually agreed upon.
- c. All educational officers who are requested to perform duties on weekends shall be given compensatory time off for all hours worked which must be taken within six (6) months.
- d. All educational officers who are requested to perform duties on holidays shall be paid at their regular rate of pay for all hours worked.

4. Informal Personal Leave

Educational officers on the ten (10) month salary schedule may be granted time off with pay to attend to important personal and family obligations that can only be transacted during work hours.

Revised 9/1/70; Amended 10/74; Amended 8/75; Reviewed 1/76; Amended 10/78;
Amended 3/80; Amended 8/80; Amended 6/82; Amended 6/86; Amended 11/88
Amended 8/90; Amended 6/91; Amended 3/93

PROCEDURE: PROCESSING PAYROLL CERTIFICATION FOR ATHLETIC DIRECTORS, ATHLETIC COACHES AND INTRAMURAL SUPERVISORS

REFERENCE: REGULATION #5204

FORMS : BUSINESS FORM 435 (APPLICATION FOR HIGH SCHOOL COACHING ALLOTMENTS)
BUSINESS FORM 435a (APPLICATION FOR EXTRA COMPENSATION FOR INTRAMURAL SUPERVISORS)
BUSINESS FORM 435b (REQUEST FOR REPLACEMENT OR ADDITION OF COACHES/ ADDITION TO OTHER LIST OF SERVICES RELATED TO THE ATHLETIC PROGRAM)

RESPONSIBILITIES:

1. PRINCIPAL

- a. Administers appropriate regulations for coaches and intramural supervisors at the school.
- b. Obtains required preemployment forms from non-teacher coaches.
- c. Completes and submits appropriate forms to district office to appoint athletic directors, coaches and intramural supervisors at the school.

2. DISTRICT SUPERINTENDENT

- a. Administers appropriate regulations and procedures for coaches and intramural supervisors within the district.
- b. Reviews and approves submitted appointments and distributes forms as per distribution instructions on forms.

3. OFFICE OF PERSONNEL SERVICES

Processes payroll certification as appropriate.

Adopted 10/74; Amended 6/86

PROCEDURE: REQUESTING EDUCATIONAL OFFICER SERVICES DURING VACATION AND HOLIDAYS

REFERENCE: REGULATION #5204

FORM : NONE

RESPONSIBILITIES:

1. ASSISTANT SUPERINTENDENT (DISTRICT SUPERINTENDENT)

*Submits written request for authorization by the Superintendent to call an educational officer to duty during his/her vacation period or on a holiday. States reasons, explains urgency and provides other pertinent information for the Superintendent's review.

2. SUPERINTENDENT

- a. Approves or disapproves recall of educational officer.
- b. Takes appropriate action.

3. ASSISTANT SUPERINTENDENT/DISTRICT SUPERINTENDENT

- a. Upon receipt of authorization from the Superintendent, notifies educational officer of such authorization to perform duties during his/her vacation period or holiday.
- b. If educational officer agrees and reports to duty, processes appropriate payroll document(s) to Office of Business Services with attached copy of Superintendent's authorization after services are performed. Duplicate documents should be submitted to the Office of Personnel Services.

*NOTE: Request for authorization is not necessary for the two-week period prior to the beginning of each school year when 10-month educational officers must report to their schools.

Adopted 10/74; Amended 6/86

PROCEDURE: REQUESTING INFORMAL PERSONAL LEAVE BY TEN-MONTH EDUCATIONAL OFFICER

REFERENCE: REGULATION #5204

FORM : PERSONNEL FORM 400a (REQUEST FOR LEAVE OF ABSENCE)

RESPONSIBILITIES:

1. TEN-MONTH EDUCATIONAL OFFICER

- a. Submits Personnel Form 400a to the District Superintendent, giving the reason for time off with pay for important personal or family obligations.
- b. Provides, upon request, additional pertinent information for District Superintendent's review.

2. DISTRICT SUPERINTENDENT

- a. Approves or disapproves request and distributes as directed on form.
- b. Provides reason for denial. District Superintendents shall not unreasonably deny such requests.

3. OFFICE OF PERSONNEL SERVICES

Processes request.

Adopted 3/93

CLASSIFICATION
ADMINISTRATIVE REGULATIONS

CLASSIFICATION OF TEACHERS AND EDUCATIONAL OFFICERS

All teachers and educational officers are assigned to salary classes as provided for in the classification regulations of the Department.

A. Requirement for Teacher Classes

1. Class I: A teacher who does not meet the requirements of a Class II, III, IV, V, VI or VII teacher as described below.
2. Class II: Baccalaureate Degree from an accredited institution.
3. Class III: Any one of the following requirements:
 - a. Baccalaureate plus 30 semester hours earned subsequently;
 - b. Master's Degree;
 - c. Five-year teacher diploma; or
 - d. Professional teacher certificate issued by the Department of Education.
4. Class IV: One year in Class III and any one of the following requirements:
 - a. Baccalaureate plus 45 semester hours earned subsequently;
 - b. Master's Degree plus 15 semester hours earned subsequently;
 - c. Five-year teacher diploma plus 15 semester hours earned subsequently; or
 - d. Professional teacher certificate plus 15 semester hours earned subsequently.
5. Class V: A Basic or Professional teacher certificate issued by the Department, one year in Class IV and any one of the following requirements:
 - a. Baccalaureate plus 60 semester hours earned subsequently;
 - b. Master's Degree plus 30 semester hours earned subsequently;
 - c. Five-year teacher diploma plus 30 semester hours earned subsequently; or

Classification - Classification of
Teachers and Educational Officers (continued)

- d. Professional teacher certificate plus 30 semester hours earned subsequently.
6. Class VI: A Basic or Professional teacher certificate issued by the Department, one year in Class V and any one of the following requirements:
 - a. Baccalaureate plus 75 semester hours earned subsequently;
 - b. Master's Degree plus 45 semester hours earned subsequently;
 - c. Five-year teacher diploma plus 45 semester hours earned subsequently; or
 - d. Professional teacher certificate plus 45 semester hours earned subsequently.
7. Class VII (Method A): A Class VII teacher is any teacher who holds a Basic or Professional Teacher certificate issued by the Department and a certificate based upon a doctorate from an accredited college or university and who teaches subjects in or related to his/her major. (A Doctor's Degree, for the purpose of classification, shall be defined as one which is higher than a Master's Degree and the highest possible degree within the profession.)
8. Class VII (Method B): A Basic or Professional teacher certificate issued by the Department, one year in Class VI and any one of the following requirements:
 - a. Baccalaureate plus 96 semester hours earned subsequently;
 - b. Master's Degree plus 66 semester hours earned subsequently;
 - c. Five-year teacher diploma plus 66 semester hours earned subsequently; or
 - d. Professional teacher certificate issued by the Department of Education plus 66 semester hours earned subsequently.
- B. Initial Entry Level Classes: Teachers may enter in Classes I, II, III or VII (Method A).

Classification - Classification of
Teachers and Educational Officers (continued)

C. Classification of Principal Positions

1. Regular School and Special School Principals

Regular school and special school principal position classifications shall be based on criteria as delineated in the "Department of Education Educational Officer Classification/Compensation System."

NOTE: Principals of special schools with student boarders are provided with a boarding school classification adjustment which is equivalent to one higher classification than that determined by the criteria used for classification of special school principals.

2. Community School Principals

Community school principal classifications shall be based on criteria as delineated in the "Department of Education Educational Officer Classification/Compensation System."

D. Classification of Vice-Principal Positions

1. Regular School and Special School Vice-Principals

Regular school and special school vice-principal position classifications shall be based on criteria as delineated in the "Department of Education Educational Officer Classification/Compensation System."

NOTE: Vice-Principals of special schools with student boarders are provided with a boarding school classification adjustment which is equivalent to one higher classification than that determined by the criteria used for classification of special school vice-principals.

2. Community School Vice-Principals

Community school vice-principal classifications shall be based on criteria as delineated in the "Department of Education Educational Officer Classification/Compensation System."

E. Twelve-Month Educational Officers: Twelve-month educational officers shall be classified according to their duties and responsibilities and shall meet such requirements determined by the Department.

Classification - Classification of
Teachers and Educational Officers (continued)

F. Substitute Teacher and Part-time Temporary Teacher (Academic)

1. Classification

a. Class I

Less than Baccalaureate.

b. Class II

Baccalaureate Degree from an accredited institution.

c. Class III

- (1) Baccalaureate plus 30 semester hours earned subsequently;
- (2) Master's Degree;
- (3) Five-year teacher diploma; or
- (4) Professional teacher certificate issued by the Department of Education.

2. Reclassification

a. Credits

- (1) Credits or degree must be earned prior to the effective date of the reclassification.
- (2) The majority (more than one-half of the applicable credits used for classification advancement) must be University credits.

b. Effective Date

- (1) Effective date of reclassification shall be the beginning of a school semester (September or January).
- (2) Reclassification requests must be received prior to the end of the semester.

G. Part-time Temporary Teacher (Non-Academic)

1. Classification

a. Class I

Less than one year (2 semesters) of verified satisfactory teaching in the Department of Education.

Classification - Classification of
Teachers and Educational Officers (continued)

b. Class II

Minimum of one year (2 semesters) of verified satisfactory teaching in the Department of Education.

c. Class III

Minimum of three years (6 semesters) of verified satisfactory teaching in the Department of Education. No more than one year of experience credit will be allowed for each school year.

2. Reclassification

a. Teaching experience for reclassification must be obtained prior to the effective date of reclassification.

b. Effective Date

(1) Effective date of reclassification shall be the beginning of school semester (September or January).

(2) Reclassification requests must be received prior to the end of the semester.

H. Request for Regular Teacher Reclassification

Request for reclassification must be submitted on the form and within the deadline prescribed by the Department.

1. Credits

a. Credits must be earned prior to the effective date of the reclassification.

b. Applicable credits used for classification advancement may be University or "B" credits.

c. Junior college credits are acceptable only if they are comparable to University credits (i.e., transferable as part of an accredited baccalaureate program requirement). Credits earned from the University of Hawaii Community College System must be at the 100 level or higher.

Classification - Classification of
Teachers and Educational Officers (continued)

2. Effective Date

- a. Effective date of reclassification shall be the beginning of a school semester.
- b. Salary adjustment for reclassification requests received after the last paid day in the school year shall be effective the following school year.

I. Educational Officer Reclassification

Reclassification of all educational officers shall be accomplished in accordance with applicable State statutes and Department procedures.

Revised 9/1/70; Amended 10/74; Amended 8/75; Amended 8/76; Amended 6/86;
Amended 6/89; Amended 6/91; Amended 6/96

PROCEDURE: RECLASSIFICATION

REFERENCE: REGULATION #5205 (PARAGRAPH H)

FORMS : PERSONNEL FORM 201 (TEACHER'S REQUEST FORM)
PERSONNEL FORM 16B (EVALUATION OF CERTIFICATION AND
CLASSIFICATION STATUS)
PERSONNEL FORM 201a (APPROVAL OF COURSES FOR TEACHER
RECLASSIFICATION)

RESPONSIBILITIES:

1. TEACHER

- a. Consults with principal and obtains approval of courses, using Form 201a.
- b. Submits one copy of Form 201 to the principal upon meeting the necessary requirements.
- c. Attaches verifying documents* to Form 201. Ensures a matching grade slip or transcript for each course listed.
- d. Submits request prior to or within sixty days after beginning of the semester in which reclassification is to take effect. Only credits completed prior to the beginning of the semester will be applicable.

2. PRINCIPAL

- a. Reviews Form 201a and approves/disapproves courses; files in school personnel folder.
- b. Reviews completed Form 201.
- c. Checks verifying documents to ensure completeness and signs Form 201.
- d. Forwards Form 201 with attachments to Office of Personnel Services.
- e. Distributes Evaluation of Certification and Classification Status, Form 16B, upon receipt from the Office of Personnel Services.
 - (1) Files one copy in teacher's Personnel Folder.
 - (2) Forwards one copy to the teacher.

*Verifying documents: Official transcripts, grade slips or "B" credit slips. Documents that are altered (cutting, writing, etc.) will not be accepted.

3. OFFICE OF PERSONNEL SERVICES

- a. Reviews and processes all requests.
- b. Distributes copies of Evaluation of Certification and Classification Status, Form 16B, to:
 - (1) Teacher
 - (2) School (Personnel Folder)
- c. Processes Form SF-5A's.

COMPENSATION
ADMINISTRATIVE REGULATIONS

PERSONNEL ACTIONS AND RESULTING PLACEMENT ON THE SALARY SCHEDULE

A. Types of Personnel Actions

1. Transfer (Lateral)

A transfer is any movement from one position to another position in the same range.

2. Demotion

A demotion is a movement from a position of a higher salary range to a position of a lower salary range. A demotion may be voluntary, involuntary or for cause.

a. Voluntary Demotion

Demotion that occurs when an employee is appointed to a position after applying for the position through the position announcement process or when such an employee otherwise voluntarily seeks and receives such an appointment.

b. Involuntary Demotion

Demotion resulting because of transitional removal from an appointed position, internal reorganization or demotion resulting directly because of a severe employee health concern.

c. Demotion for Cause

Demotion that occurs because of an educational officer's documented performance deficiencies and/or illegal or improper conduct on the job.

3. Promotion

A promotion is a movement from a position of a lower salary range to a position of a higher salary range.

Compensation - Personnel Action and Resulting
Placement on the Salary Schedule (continued)

4. Upward Repricing (Educational Officers)

An upward repricing is the upward movement of a class of positions from one salary range to a higher salary range.

5. Downward Repricing (Educational Officers)

A downward repricing is the downward movement of a class of positions from one salary range to a lower salary range.

6. Promotion to Principal

A promotion to principal is a movement from a vice principal position to a principal position.

7. Temporary Promotion

A temporary promotion is a movement from a position of a lower salary range to a position of a higher salary range for a limited time not to exceed one year.

8. Reclassification

a. Educational Officers

A reclassification of an educational officer position is the upward or downward movement of a position from one class to another class on the basis of changes in its specific duties, responsibilities, and/or factors affecting its classification formula.

b. Teacher

A personnel reclassification is an action taken to change the eligibility of an individual for a position based on academic accomplishment, experience and/or personal qualifications.

Compensation - Personnel Action and Resulting
Placement on the Salary Schedule (continued)

9. Change in Work Year

A change in work year is a movement from a ten-month position to a twelve-month position or vice versa which may occur simultaneously with a transfer, demotion, promotion, temporary promotion or position reclassification.

B. Salary Placement Resulting from Personnel Actions (Educational Officers)

Salary placement for educational officers resulting from personnel actions shall be made as follows:

1. Transfer (Lateral)

An employee who is transferred shall receive no promotional pay salary range increase.

2. Involuntary Demotion of Educational Officer

An educational officer who is involuntarily demoted for reasons other than for cause shall have the salary determined in the following manner:

a. The educational officer shall be paid (red-circled) for one year at the dollar amount of the previous salary plus any earned increment step, longevity step or longevity leg due.

b. At the end of one year, the salary shall be determined by placement on the appropriate step on the lower salary range reflecting the earned dollar amount plus any earned annual increment, longevity step or longevity leg. In the event that there is no such step, the educational officer shall be placed at the maximum step in the lower salary range.

Compensation - Personnel Actions and Resulting
Placement on the Salary Schedule (continued)

3. Voluntary Demotion

An educational officer who is voluntarily demoted for reasons other than for cause shall have the salary determined by immediate placement on the appropriate step on the lower salary range effective on the date of appointment and adjusted accordingly for work year changes, if applicable.

4. Demotion for Cause

An educational officer who is demoted for cause shall have the salary determined by immediate placement on the appropriate step on the lower salary range effective on the date of demotion action and adjusted accordingly for work year changes, if applicable.

5. Upward Reclassification

The salary of an educational officer whose position is reclassified upward shall be adjusted in accordance with the provisions of Section B.7 below, and the effective date of such adjustment shall be as follows:

a. Regular School Principals and Vice-Principals

The salary adjustment of a regular school principal or vice-principal whose position is reclassified upward is retroactive to the beginning of the semester in which the reclassification is made.

b. Special School and Community School Principals and Vice-Principals

The salary adjustment of a special school or community school principal or vice-principal whose position is reclassified upward

Compensation - Personnel Actions and Resulting
Placement on the Salary Schedule (continued)

is retroactive to the beginning of the school year in which
the reclassification is made.

c. Educational Officer Reclassification by Action of the Classification/
Compensation Appeals Board

The salary adjustment for an educational officer whose position
is reclassified by the Appeals Board is retroactive to the time-stamped
date that the educational officer's last request for classification
review including position description update was received by
the Office of Personnel Services unless the legislative funding
appropriation designates a different date.

6. Downward Reclassification

An incumbent educational officer whose position is reclassified
downward because of internal reorganization; because the student
enrollment of the school in which s/he is an administrator has
declined; because of changes in the level of duties and responsibilities;
or because of adjustments by the Educational Officer Classification/
Compensation Appeals Board, shall continue to be paid at the same
salary range and shall retain the former position title as long
as s/he remains in the affected position.

7. Promotion -- Educational Officer

An educational officer who is promoted shall be placed on the higher
salary range at the appropriate step which reflects the granting
of promotional range(s) as follows:

Compensation - Personnel Actions and Resulting
Placement on the Salary Schedule (continued)

PROMOTIONAL PAY RANGE SCHEDULE

<u>Number of Ranges Promoted</u>	<u>Promotional Pay Ranges</u>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11

NOTE: 1. Number of ranges promoted is determined by subtracting the old salary range from the new salary range.

2. An educational officer who receives a promotion to principal shall have his/her salary determined in the same manner as a promotion (see above), or transfer (see B.1.) except that s/he shall receive a minimum increase of one increment on the appropriate salary range, but not exceeding the maximum step available. Promotions shall be made on either the 10-month or 12-month salary schedule, whichever is applicable.

8. Voluntary Demotion and For Cause - Educational Officer

An educational officer who is voluntarily demoted or demoted for cause shall be placed on the lower salary range reflecting the demotional ranges as follows:

Compensation - Personnel Action and Resulting
Placement on the Salary Schedule (continued)

DEMOTIONAL PAY RANGE SCHEDULE

<u>Number of Ranges Demoted</u>	<u>Demotional Pay Ranges</u>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11

9. Promotion -- Teacher

A teacher promoted to educational officer shall be granted the earned increment and placed in the lowest step in the salary range of the new position which reflects an increase of at least 8%. If no such step exists, salary placement shall be on the maximum step of educational officer position classification.

10. Temporary Promotion

- a. When an employee receives a temporary promotion, s/he shall be promoted as provided for in B.7 and B.9 of this regulation.
- b. At the end of the temporary promotion, the employee shall be returned to the salary range and step from which s/he was originally promoted and granted service credit as if s/he had not left that salary range.

NOTE: If there are two or more consecutive temporary appointments, the salary range and step from which the employee was originally temporarily promoted shall continue to be used to administer the application of B, 10b above.

Compensation - Personnel Actions and Resulting
Placement on the Salary Schedule (continued)

EXCEPTION 1: If the employee is not returned to the former position but is instead appointed to a position which results in a demotion from the position to which s/he was temporarily promoted, the salary shall be determined accordingly with the more advantageous of the following salary placement procedures:

Method A. Be appropriately (regularly or temporarily) promoted, demoted, transferred from the salary range and step determined in paragraph B, 10b above,

OR

Method B. Be placed directly on the lower salary range on the appropriate 10- or 12-month salary schedule at the same step held while assigned to the position to which s/he was temporarily promoted.

EXCEPTION 2: If the employee is not returned to the former position but is instead appointed to a position which results in a transfer, promotion or another temporary promotion from the position to which s/he was temporarily

Compensation - Personnel Actions and Resulting
Placement on the Salary Schedule (continued)

promoted, s/he shall be placed directly on the appropriate 10- or 12-month salary schedule, then appropriately (regularly or temporarily) promoted or transferred from the salary range and step held while assigned to the position to which s/he was temporarily promoted.

NOTE: Temporary Assignments (T/A's) and trainee assignments will not be used as the base for subsequent salary transactions under Exception 2 above.

11. Upward Repricing

An educational officer whose position is in a class which is repriced to a higher salary range shall be compensated as though a promotion has been made in accordance with the provisions of Section B.7 above.

12. Downward Repricing

An educational officer whose position is in a class which is repriced to a lower salary range shall be compensated as though an involuntary demotion has been made in accordance with the provisions of Section B.2 above.

Compensation - Personnel Actions and Resulting
Placement on the Salary Schedule (continued)

13. Change in Work Year (10-month to 12-month)

An employee who undergoes a change in work year (10-month to 12-month) shall be appropriately promoted, demoted, temporarily promoted, transferred, etc., then placed on the corresponding range and step on the 12-month educational officer's salary schedule.

14. Change in Work Year (12-month to 10-month)

An employee who undergoes a change in work year (12-month to 10-month) shall be placed on the corresponding range and step on the 10-month educational officer's salary schedule, then appropriately promoted, temporarily promoted, transferred, demoted, etc.

C. Salary Placement Resulting from Personnel Reclassification (Teachers)

A teacher reclassified to the next higher class shall be granted any earned increment step, longevity step or longevity leg due and placed on the same increment step or longevity step of the higher salary range of the teacher's salary schedule which reflects his/her appropriate classification.

Revised 9/1/70; Amended 1/7/71; Amended 7/11/74; Amended 10/74; Amended 1/80;
Amended 6/86; Amended 8/89; Amended 6/93

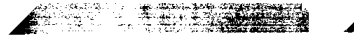
COMPENSATION

ADMINISTRATIVE REGULATIONS

COMPENSATION ADMINISTRATION FOR JUNIOR RESERVE OFFICER TRAINING CORPS INSTRUCTORS

- A. Junior Reserve Officer Training Corps (JROTC) Instructors shall be compensated at pay rates not less than the amount of their active duty pay and allowance exclusive of hazardous duty pay less their retired pay in accordance with applicable Army, Navy and/or Air Force regulations and/or Department of Defense Directive 1205.13. The active duty pay and allowances to be used in computing the pay of JROTC instructors include:
1. Basic pay.
 2. Basic allowance for subsistence.
 3. Basic allowance for quarters (BAQ) and any housing allowance authorized for post of assignment.
 4. Cost of living allowance authorization for the post of assignment.
- B. The Assistant Superintendent for Personnel Services shall develop implementation procedures to administer reasonable monthly and semi-monthly pay rate authorization and shall be authorized to set individual JROTC instructor pay rates to maintain a fair and equitable standard.

Adopted 6/86



LICENSING AND CERTIFICATION

POLICY

LICENSING AND CERTIFICATION PROGRAMS

The Department of Education shall administer a program of licensing and certification for Department of Education employees for the purpose of controlling initial entry into certificated positions, assuring the continued, competent performance of professional employees and further, recognizing high levels of competence and performance as follows:

- A. Licensure program for teachers and other professional employees in Collective Bargaining Unit 05 in accordance with standards established by the Hawaii Teachers Standards Board.
- B. Certification program for substitute teachers, part-time temporary teachers, student teachers, ROTC instructors, adult community school teachers and other professional school employees excluded from Collective Bargaining Unit 05 based on Department competencies and standards.
- C. Certification program for school administrators and other educational officers in the Department of Education included and excluded from Collective Bargaining Unit 06 based on competencies delineated in the Department's Profile of an Effective School or Educational Administrator.
- D. A Professional Certification program for teachers in Collective Bargaining Unit 05 based on the Department's high standards and competencies for professional employees.

EDUCATION PROGRAM APPROVAL

The Department shall establish and maintain a cooperative relationship with training institutions to provide programs to meet the educational and experiential requirements for licensure and certification. Such education programs shall reflect the dynamic and changing needs of the Department.

STUDENT TEACHERS FROM OUT-OF- STATE UNIVERSITIES

The placement and supervision in the public schools of student teachers from out-of-state universities shall be conducted through a state approved teacher education unit at a university domiciled in Hawaii or through an out-of-state program coordinator based in Hawaii.

INTERSTATE RECIPROCITY AGREEMENT

The Department may enter into an agreement for licensing reciprocity with states using comparable standards.

Reviewed 9/01/70; Reviewed 10/74; Amended 6/86; Amended 12/91; Amended 4/97;
Amended 11/01

LICENSING AND CERTIFICATION
ADMINISTRATIVE REGULATIONS

PRINCIPLES OF LICENSING AND CERTIFICATION

The Department of Education licenses and certifies individuals to teach in Hawaii Public Schools. The Department shall issue licenses and credentials according to the standards established by the Hawaii Teacher Standards Board. All licenses shall require (1) passing scores on the PRAXIS Pre-Professional Skills Test (PPST), Principles of Learning and Teaching (PLT) test and subject assessment tests, if available, and (2) successful completion of a state approved teacher education program.

A. Life of Licenses and Credentials

Teacher licenses shall be renewable every five years. Teacher credentials shall be renewable every school year up to a maximum of three years, providing the credential holder continues to satisfy the standards and actively pursues appropriate licensing.

B. Refusal, Annulment, Suspension and Revocation of Licenses, Credentials and Certificates

The Department may refuse, annul, suspend and revoke a license, credential or certificate when the holder does not meet requisite qualifications. The holder of the license, credential, or certificate shall be given the opportunity to appeal in accordance with established procedures.

C. Reinstatement of Revoked Licenses, Credentials and Certificates

The Department may reinstate a revoked license or certificate after a period of 10 years from the date of revocation and when the individual provides documented evidence of qualification for employment and of meeting the standards for licensing or certification. The individual must re-apply and meet current licensing and certification requirements and standards as determined by the Department.

Licensing and Certification -
Principles of Licensing and
Certification (continued)

METHODS OF LICENSING AND PROFESSIONAL CERTIFICATION

A. State Approval of Teacher Education Programs

The Department shall establish standards for state approval of teacher education programs in Hawaii leading to licensing and certification.

The teacher education program shall include (1) a liberal arts component, (2) a professional education component, (3) a teaching major, and (4) pre-service teaching. The Department shall work closely with Hawaii higher education institutions primarily charged with teacher education and training to develop teachers who meet the personal characteristics and competencies identified in the standards established by the Hawaii Teacher Standards Board and the Department of Education.

B. Department of Education Developed Licensing and Professional Certification Programs

The Department may develop and implement alternative preparation programs leading to licensing and professional certification.

C. Interstate Certification Compact

Teachers with valid licenses or certificates from states included in the Interstate Certification Compact and with passing scores on the PRAXIS tests who are being considered for teaching positions in Hawaii shall have their credentials reviewed and appropriate Hawaii teaching license issued upon employment.

EVALUATION OF DOCUMENTS

The Department shall be responsible for the evaluation of all documents and official transcripts of individuals seeking licensing or certification to determine that requirements and standards have been met. Appropriate licenses, credentials, and certificates are issued on the basis of such evaluation.

A. Official Transcripts

An official transcript which bears the seal of the issuing institution is required.

Licensing and Certification -
Principles of Licensing and
Certification (continued)

B. Accredited Institutions

An "accredited" institution is one so recognized by the state departments of education or by any one of the regional accrediting associations. Credits listed on transcript(s) will be accepted only from accredited institutions. Credits from an unaccredited institution which have been accepted by an accredited institution for a degree are acceptable.

C. Interstate Certification Reciprocity

Teachers with valid licenses from states included in the Interstate Certification Compact who are being considered for teaching positions in Hawaii shall also meet other Department requirements.

PROCEDURE: REFUSAL, ANNULMENT, SUSPENSION AND REVOCATION OF LICENSES,
CREDENTIALS AND CERTIFICATES

REFERENCE: REGULATION #5300 (PARAGRAPH B)

FORM: NONE

RESPONSIBILITIES:

1. SUPERVISOR/OFFICE OF PERSONNEL SERVICES
 - a. Consults with the appropriate district superintendent/assistant superintendent.
 - b. Submits recommendation for refusal/annulment/suspension/revocation in writing with supporting data to the district superintendent/assistant superintendent.
 - c. Informs employee of the recommendation.
2. APPROPRIATE SUPERVISOR
 - a. Discusses proposed refusal/annulment/suspension/revocation action with initiator.
 - b. Reviews recommendation and supporting data. If concurs, forwards recommendation and all pertinent information to the Superintendent.
3. OFFICE OF PERSONNEL SERVICES
 - a. Reviews recommendation and all pertinent information.
 - b. If concurs, informs employee of Department's intent to revoke the license/credential/certificate with justification for such action and provides full opportunity to justify the holding of the license/credential/certificate at a specified date, time and place.
 - c. Conducts an administrative hearing pursuant to Chapter 91.
4. SUPERINTENDENT
 - a. Reviews the record of the administrative hearing and makes a decision.
 - b. Informs employee of decision.

Revised 9/1/70; Amended 10/74; Reviewed 11/77; Amended 6/86; Amended 4/97

LICENSING AND CERTIFICATION
ADMINISTRATIVE REGULATIONS

TYPES OF LICENSES AND CERTIFICATES

A. Teacher Licenses and Certificates

Licenses and certificates in the following designations may be issued by the Department:

1. Teacher License
2. Teacher Credential
3. Professional Teacher Certificate
4. Areas of Preparation

To receive a license, teachers must complete a state approved program in an appropriate area of preparation listed on the license as follows:

- a. Agricultural Arts
- b. Art
- c. Business Education
- d. School Counselor**
- e. Early Childhood
- f. Elementary Education
- g. English
- h. School Librarian**
- i. Guidance
- j. Hawaiian Language
- k. Hawaiian Language Immersion
- l. Hawaiian Studies
- m. Health
- n. Health and Physical Education
- o. Home Economics
- p. Industrial Arts
- q. Industrial Technical*
- r. Languages
- s. Marketing Education*
- t. Mathematics
- u. Middle School
- v. Music
- w. Office Education*
- x. Physical Education
- y. Reading
- z. Science
- aa. Social Studies
- bb. Special Education, Mild/Moderate, Severe/Profound, Hearing Impaired, Visually Impaired, Orientation and Mobility, Orthopedically Handicapped, Deaf-Blind, Others as Determined by the Department
- cc. Speech
- dd. Teaching English to Speakers of Other Languages
- ee. Technology Education
- ff. Vocational Agriculture*

Licensing and Certification -
Types of Licenses and Certificates (continued)

- gg. Vocational Home Economics*
- hh. Other Areas Determined by the Department

*Trade experience is required for these Vocational Technical Programs.

**This license is issued for areas other than regular classroom instruction.

5. Additional Areas of Preparation/Endorsements

The Department may recognize additional areas of preparation/
endorsements when the following requirements are met:

- a. Possession of a Hawaii teaching license.
- b. Three years of successful teaching within the last seven years from the endorsement application date. The teaching experience must be equivalent to at least one year of full time teaching in the area for which the endorsement is sought.
- c. Successful completion of the PRAXIS subject assessment test(s) or 18 semester credits which include 12 upper division or graduate level credits taken within the last 7 years from the endorsement application date.

B. School Administrator Certificates

- 1. Temporary School Administrator Certificate
- 2. Initial School Administrator Certificate
- 3. Professional School Administrator Certificate

C. Educational Administrator Certificates

- 1. Temporary Educational Administrator Certificate
- 2. Initial Educational Administrator Certificate
- 3. Professional Educational Administrator Certificate

D. Other Certificates

- 1. ROTC Instructor Certificate
- 2. Driver Training and Education Instructor Certificate

Licensing and Certification –
Types of Licenses and Certificates (continued)

E. Certificates for Teachers Not Paid Under the Salary Schedule Contained in the Unit 05 Collective Bargaining Agreement

1. Substitute Teacher Certificate
2. Pre-Service Teacher Certificate; including Student Teachers from Out-of-State Universities
3. Part-time Temporary Teacher (Academic and Non-Academic)

PROCEDURE: APPLYING FOR TEACHER ENDORSEMENT (INSERVICE)

REFERENCE: REGULATION #5301

FORMS: FORM 202 (APPLICATION FOR ENDORSEMENT)

FORM 202a (VERIFICATION OF STATE OF HAWAII TEACHING EXPERIENCE)

FORM 202b (PROGRAM OF COURSEWORK/PRAXIS TESTS)

RESPONSIBILITIES:

1. APPLICANT

- a. Obtains all necessary documents to submit with Forms 202, 202a and 202b upon meeting the endorsement area requirements.
- b. Completes Forms 202, 202a and 202b.
- c. Forwards copies of Form 202a to all appropriate administrator(s) to be completed. Duplicates Form 202a as needed.
- d. Obtains required documentation and ensures all required forms and verifying documents are included in the teacher endorsement application packet.
- e. Forwards the complete endorsement application packet to the Teacher Reclassification Unit, Office of Personnel Services.

2. PRINCIPAL

- a. Verifies successful teaching performance of applicant in the teaching assignment area(s) for the endorsement.
- b. Completes and forwards Form 202a to the applicant.

3. OFFICE OF PERSONNEL SERVICES

- a. Logs receipt of endorsement application packet.
- b. Checks for all required forms and documents in the application packet, reviews and evaluates all forms and verifying documents submitted.
- c. Takes appropriate action and informs teacher with Form 16B.

PROCEDURE: PRE-SERVICE TEACHER CERTIFICATE FOR STUDENT
TEACHERS FROM OUT-OF-STATE UNIVERSITIES

REFERENCE: REGULATION #5301

FORM: NONE

RESPONSIBILITIES:

1. TEACHER CANDIDATE

Submits request through out-of-state institution of higher education (IHE).

2. OUT-OF-STATE IHE

Selects one of the following options for placement and supervision of teacher candidates in public schools:

- (1) Through IHE domiciled in Hawaii based upon current listing of state approved teacher education programs.
- (2) Through out-of-state program coordinator based in Hawaii who must:
 - (a) File written request to Personnel Services Branch one year before projected date of implementation.
 - (b) Submit contract, if any, to superintendent or designee for signature.
 - (c) Pay stipends directly to individual cooperating teacher(s).

3. PERSONNEL SERVICES BRANCH

- a. Logs receipt of request(s).
- b. Approves or disapproves request(s).

4. PRINCIPAL

- a. Accepts or rejects PSB approved request(s).
- b. If accepting, recommends cooperating teacher(s).

LICENSING AND CERTIFICATION
ADMINISTRATIVE REGULATIONS

LICENSING AND CERTIFICATION STANDARDS FOR TEACHERS

In addition to meeting the requirements listed below, the individual shall display professional teaching qualities and demonstrate competence as determined by the standards established by the Hawaii Teacher Standards Board. For purposes of this regulation, state approved programs refer to teacher education programs approved by state departments of education.

A. License

A license may be issued to an applicant who has submitted accurate, complete documents and met the licensing requirements as follows:

1. Successful completion of a state approved teacher education program, passing scores on the appropriate PRAXIS tests (PPST, PLT, and subject assessment tests if available, or
2. Possession of a valid teacher license or certificate from a state in the Interstate Agreement Contract, passing scores on appropriate PRAXIS tests, or
3. Possession of a valid teacher license or certificate from any other state with three years of successful teaching experience within the past seven years under the license and in the teaching area indicated on the license, passing scores on the appropriate PRAXIS tests,
4. And, shows no evidence of criminal history, employment history, or background indicating that the person may pose a risk to the health, safety and well-being of students.

B. Professional Teacher Certificate

A Professional Teacher Certificate may be issued when the applicant meets at least one of the following requirements:

1. Successful completion of a state approved five-year teacher education program.
2. Successful completion of a state approved graduate teacher education program or a master's degree related to the area/s of preparation or teaching assignment.

Licensing and Certification -
Licensing and Certification
Standards for Teachers (continued)

3. Possession of a valid professional teacher's certificate from a state with certification requirements comparable to those required by the Department of Education.
4. Other as Determined by the Department

C. Other Teacher Licenses and Certificates

Licensing and certification requirements for the following categories are determined by the Department of Education:

1. Credential

This credential may be issued to teachers who do not meet the requirements for a license or the Driver Training and Education Instructor Certificate. A credential shall be issued for a period not to exceed one year, but may be reissued as determined by the Department of Education up to a maximum of three years provided the credential holder continues to satisfy the standards of the Hawaii Teacher Standards Board and actively pursues the appropriate license.

2. Junior ROTC Instructor Certificate

The Junior ROTC Instructor Certificate may be issued when the applicant meets all of the following conditions:

- a. Requirements of the military for instructing classes in the Department's Junior ROTC Program.
- b. Acceptance by the Department of Education.

This certificate may not be used for any other area of instruction nor shall it be construed as the equivalent of any one of the regular teacher licenses or certificates.

3. Driver Training and Education Instructor Certificate

The Driver Training and Education Instructor Certificate may be issued to applicants who meet all of the following requirements:

- a. Possession of a valid Department of Education teacher license.
- b. Completion of a state approved Driver Training and Traffic Safety Education Program.

Licensing and Certification -
Licensing and Certification
Standards for Teachers (continued)

- c. Possession of a valid Hawaii driver's license.
- d. Maintenance of a driving record free from repeated traffic accidents and traffic law violations.

This certificate is subject to renewal every five years upon presentation of verification of a driving record free from repeated traffic accidents and traffic law violations during the life of the certificate. The certificate may not be used for any other area of instruction nor construed as the equivalent of any regular teacher license or certificate.

D. Certificates for Teachers Not Paid Under the Salary Schedule Contained in the Unit 05 Collective Bargaining Agreement

1. Substitute Teacher Certificate

A Substitute Teacher Certificate shall be by list according to procedures established by the Department of Education and shall be valid only for the school year issued. This certificate may be granted to an applicant pursuant to classification requirements specified in Regulation #5205 and the Department's Profile of an Effective Substitute/Part-time Temporary Teacher.

2. Part-time Temporary Teacher Certificate

A Part-time Temporary Teacher Certificate shall be by list according to procedures established by the Department of Education and shall be valid for the period specified.

a. Part-time Temporary Teacher Certificate (Non-Academic)

This certificate may be issued to an applicant pursuant to classification requirements specified in Regulation #5205 and the Department's Profile of an Effective Substitute/Part-time Temporary Teacher.

b. Part-time Temporary Teacher Certificate (Academic)

This certificate may be issued to an applicant to teach in an academic area pursuant to classification requirements specified by

Licensing and Certification -
Licensing and Certification
Standards for Teachers (continued)

the Department and the Department's Profile of an Effective
Substitute/Part-time Temporary Teacher.

3. Pre-Service Teacher (Student Teacher) Certificate

Pre-service teachers may be certified by list upon recommendation
from any accredited teacher education institution. The teacher
education institution shall specifically name the students authorized
to do pre-service teaching under supervision in the schools of
Hawaii.

Revised 9/1/70; Amended 10/74; Amended 8/75; Amended 8/76; Amended 11/77;
Amended 6/86; Amended 4/97

PROCEDURE: APPLYING FOR TEACHER LICENSE OR CREDENTIAL

REFERENCE: REGULATION #5302

FORM: FORM 100 (APPLICATION FOR PROFESSIONAL EMPLOYMENT AND
CERTIFICATION)

RESPONSIBILITIES:

1. APPLICANT

- a. Meets requirements as outlined in Regulation #5302-A.
- b. Obtains Form 100 from the Recruitment Unit, Office of Personnel Services, Department of Education.
- c. Completes and submits Form 100 with official transcripts and other required documents to Recruitment Unit.

2. OFFICE OF PERSONNEL SERVICES

- a. Evaluates application and verifying documents.
- b. Takes appropriate action.

NOTE: Individuals who complete their state approved teacher education program at an accredited institution in Hawaii and do not plan to apply for employment with the D.O.E. may submit a written request for a provisional certificate in lieu of the license. This certificate is valid for five years. The following documents must be attached to the written request:

- Official transcript/s verifying completion of the state approved teacher education program in Hawaii.
- Official PRAXIS reports of passing scores for the required tests.

PROCEDURE: RECLASSIFICATION (INSERVICE)
PROFESSIONAL CERTIFICATE AND/OR
APPLYING FOR ADDITIONAL AREA/S OF PREPARATION*

REFERENCE: REGULATION #5302

FORM: FORM 201 (TEACHER'S REQUEST FORM - Reclassification/Professional
Certificate/Area/s of Preparation)

RESPONSIBILITIES:

1. APPLICANT

- a. Meets requirements as outlined in Regulation #5302.
- b. Obtains Form 201 from principal.
- c. Completes and submits Form 201 with official transcripts and other required documents to principal.
- d. Submits approved Form 201 to the Teacher Reclassification Unit, Office of Personnel Services.

2. PRINCIPAL

- a. Reviews requirements with teacher.
- b. Reviews Form 201 with all verifying documents and approves/disapproves.
- c. Returns Form 201 and documents to the teacher for forwarding to the Office of Personnel Services.

3. OFFICE OF PERSONNEL SERVICES

- a. Reviews request and takes appropriate action.
- b. Informs individual of action taken with Form 16B.

*NOTE: Verification of completion of a full, state approved teacher education program is required. For endorsements, refer to Procedure #5301.

PROCEDURE: APPLYING FOR AND RENEWING DRIVER TRAINING AND EDUCATION INSTRUCTOR CERTIFICATE

REFERENCE: REGULATION #5302

FORM: FORM 201 (TEACHER'S REQUEST FORM - Reclassification/Professional Certificate/Area/s of Preparation)

RESPONSIBILITIES:

1. APPLICANT

- a. Meets requirements as outlined in Regulation #5302.
- b. Obtains Form 201 from principal.
- c. Completes and submits a current *Traffic Abstract* and verifying document/s to indicate the completion of an approved program in Driver and Traffic Safety Education to principal. Note: For renewal requests, submit only signed Form 201 and a current *Traffic Abstract*.
- d. Submits approved Form 201 to the Teacher Reclassification Unit, Office of Personnel Services.

2. PRINCIPAL

- a. Advises and informs applicant, if necessary, of procedure and regulations.
- b. Reviews Form 201 with verifying documents and approves/disapproves.*
- c. Returns Form 201 and documents to the teacher for forwarding to the Office of Personnel Services.

3. OFFICE OF PERSONNEL SERVICES

- a. Reviews request and takes appropriate action.
- b. Informs individual of action taken with Form 16B.

*NOTE: Requests for temporary driver training and education certificates should be submitted by the principal to the District Superintendent for approval.

Adopted 9/1/70; Amended 10/74; Amended 11/77; Amended 6/86; Amended 4/97

NOTE

There are no pages 5300-25 through 5300-26.

(Reference: RECIPIENTS OF THE SCHOOL CODE, CERTIFICATED
PERSONNEL POLICIES AND REGULATIONS (5000
SERIES) memo dated May 12, 1997.)

CERTIFICATION
ADMINISTRATIVE REGULATIONS

CERTIFICATION STANDARDS FOR ADMINISTRATORS

In addition to meeting the academic requirements listed below, the individuals shall display the personal characteristics and acceptable levels of competencies as identified in the profiles of an effective educational administrator or school administrator.

A. Temporary Educational Administrator Certificate

This certificate is issued to district and state educational officers who do not meet the requirements for the Initial Administrator Certificate. The Temporary Administrator Certificate shall be issued for a period not to exceed one year, but it may be re-issued as determined by the Department of Education.

B. Initial Educational Administrator Certificate

This certificate is issued to district and state educational officers who meet the following requirements but who have not demonstrated one year of successful performance as educational administrators with the Department of Education.

1. Master's degree or five years of equivalent college or university education.
2. Three years of teaching experience or equivalent work experience as determined by the Department.
3. Successful completion of other requirements determined by the Department, or a state-developed training program.

Certification - Certification Standards
for Administrators (continued)

C. Professional Educational Administrator Certificate

This certificate is issued to district and state educational officers who have met the requirements of the initial educational administrator certificate and who have demonstrated one year of successful performance as educational administrators within the Department of Education, or have demonstrated acceptable level of competencies identified in the Department's Profile of an Effective Educational Administrator and have earned tenure in the Department of Education.

D. Temporary School Administrator Certificate

This certificate is issued to school administrators who do not meet the requirements for the Initial School Administrator Certificate. The Temporary School Administrator Certificate shall be issued for a period not to exceed one year, but may be re-issued as determined by the Department of Education.

E. Initial School Administrator Certificate

This certificate is issued to school administrators who meet the following requirements but who have not demonstrated one year of successful performance as a school administrator.

1. Possession of a Professional Teacher Certificate or Master's in Educational Administration.
2. Five years of acceptable teaching experience within grades K-12 of which one year must be with the Department.
3. Successful completion of the on the job training phase of the Department's School Administrator Training Program.

Certification - Certification Standards
for Administrators (continued)

4. Completion of twenty-one semester credits of educational administration course work prescribed by the Department of Education.

F. Professional School Administrator Certificate

This certificate is issued to school administrators:

1. When all of the following requirements have been met:
 - a. Possession of an Initial School Administrator Certificate,
 - b. Successful completion of probationary vice-principal requirements,
 - c. Successful completion of all requirements of the Department's school administrator training program,
 - d. Tenure earned in the Department of Education; or
2. When acceptable level of competencies identified in the Department's Profile of an Effective School Administrator have been met and tenure earned in the Department of Education.



LEAVES OF ABSENCE

POLICY

STATUTORY REQUIREMENT

The Department shall establish and maintain a program of Leaves of Absence for all certificated personnel.

The program is designed to provide individuals with opportunities to enhance their professional development and personal growth, thereby assuring high quality instructional and educational services to students. Decision making shall be at the appropriate level, consistent with good management practices.

Reviewed 9/1/70; Reviewed 1/73; Reviewed 10/74; Amended 6/86

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

GENERAL PROVISIONS FOR ALL LEAVES AND EXCHANGES

The following provisions shall take precedence over all other leave provisions in case of conflict.

A. Authority for Granting Leaves of Absence or Exchanges

The Department may grant leaves of absence and exchanges to certificated employees as provided for by the Board and the Hawaii Revised Statutes.

B. Application for Leave or Exchange

All certificated employees desiring a leave of absence or exchange shall apply on the form designated by the Department.

C. Deadlines for Leaves and Exchanges

Applications must be filed within the deadline established by the Department.

D. Guarantee to Employment

An employee is assured a guarantee of employment to which entitled. No employee may be given a guarantee to which not entitled. Probationary employees and others employed for a limited period shall not receive guarantees to employment that exceed their contractual period.

E. Early Return from Leaves

An employee shall be eligible to return to duty before the expiration of the leave, provided:

1. Ample notice is given to the Department in writing before the requested return to duty date.

Leaves of Absence - General
Provisions for All Leaves and
Exchanges (continued)

2. In the case of leave for health reasons, a licensed practitioner states in writing that the employee's health condition, upon which the leave was granted, no longer exists and that the employee is physically able to resume work duties.
3. A suitable vacancy exists as determined by the Department, to which placement will be made.
4. Acceptance of any position shall not in any way nullify an entitled guarantee.

F. Employees' Tenure Rights While on Leave

Employees' tenure rights shall not be affected while on any approved leave of absence or exchange.

Revised 9/1/70; Amended 1/73; Amended 10/74; Amended 6/86

PROCEDURE: RETURNING TO SERVICE FROM A LEAVE OF ABSENCE

REFERENCE: REGULATION #5400

FORM : NONE

RESPONSIBILITIES:

1. TEACHER*

- a. Keeps principal informed of leave address.
- b. Informs principal of intention to return to service no less than 90 days prior to the expiration of leave.
- c. If returning from a sabbatical leave or from a leave of absence without pay for professional improvement, submits documents to verify completion of leave requirements to the Office of Personnel Services before the end of the leave period.

2. PRINCIPAL

Notifies district of teacher's status.

3. DISTRICT

Submits SF-5A to Office of Personnel Services to indicate return from leave and appointment status.

4. OFFICE OF PERSONNEL SERVICES

- a. Reviews documents and determines whether requirements have been met.
- b. Takes other appropriate action.

*NOTE: Educational officers follow steps outlined for teachers, but contact immediate supervisor.

Revised 9/1/70; Amended 1/73; Amended 10/74; Amended 6/86

PROCEDURE: REQUESTING EARLY RETURN FROM LEAVE

REFERENCE: REGULATION #5400

FORM : NONE

RESPONSIBILITIES:

1. TEACHER ON LEAVE

a. Submits written request for early return from leave to the Office of Personnel Services specifying the following information:

(1) Date of availability.

(2) Acceptable locations.

(3) Present period of leave (beginning and ending date).

(4) School from which leave was taken.

(5) Teaching specialty (elementary, secondary, English, etc.).

(6) Present telephone number and address.

b. Submits medical examination (Form 132, Physical Examination of Employee) if requesting return from leave without pay for health reasons.

2. OFFICE OF PERSONNEL SERVICES

a. Notifies appropriate district offices of teacher's request for early return from leave.

b. Coordinates the placement of teacher in a suitable vacancy.

c. Processes appropriate transactions.

3. DISTRICT SUPERINTENDENT OF APPROPRIATE SCHOOL DISTRICT

a. Attempts to place teacher into suitable vacancy.

b. Notifies the Office of Personnel Services of teacher's placement if such placement is made.

NOTE: Educational officers follow same procedures.

Adopted 10/74; Amended 6/86

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

LEAVES OF ABSENCE WITHOUT PAY

A. Definition

Leaves of Absence Without Pay are leaves which may be granted by the Department to its employees for reasons listed below, provided the normal operations and educational programs of the employer are not disrupted or affected adversely.

1. Disabilities or health conditions.
2. Child care.
3. Professional improvement.
4. Religious holidays and other such reasons connected with religious activities.
5. Military service.
6. Government employment.
7. Other reasons which the Department considers reasonable.

B. Eligibility

1. Only certificated personnel of the Department are eligible for this Leave of Absence Without Pay.
2. Probationary and Temporary Appointment Agreement personnel are eligible for Leave of Absence Without Pay only during their contract period. The leave cannot extend beyond the end of the contract period.

C. Conditions

The following conditions shall govern Leaves of Absence Without Pay:

1. Length of Original Leave of Absence Without Pay

a. Maximum

This leave may be granted for a period of one year. If the leave begins at any time during the school year, it may be granted for a period of one year plus the time remaining to

Leaves of Absence - Leaves of
Absence Without Pay (continued)

complete that particular semester. (This leave cannot be for three full consecutive semesters or longer.)

b. Minimum

This leave may be granted for a period of 30 calendar days or less. If the leave is for a period more than 30 calendar days, the employee shall request a Leave of Absence Without Pay for at least a semester.

2. Additional Leave and Leave Extensions

The original Leave of Absence Without Pay cannot be followed by another leave. However, it may be extended for one semester or one year provided that the extension(s) is for the same reason stated in the original leave request. An Extended Leave of Absence Without Pay cannot be followed by another leave and cannot be further extended except as provided below:

- a. A leave for health reasons may be extended one year at a time up to a period of two years (original leave plus two extensions) provided that a continuing health problem is verified by a licensed physician. Each extension provides the same leave guarantee as the original leave of absence without pay.
- b. A leave for active military duty may be granted only for the period of initial enlistment or minimum compulsory military obligation under federal statutes.
- c. A leave for serving as a political appointee may be extended beyond the first extension by special exception one year at a time as approved by the Department of Education. Such exceptions shall generally be limited to the following types of appointees:
 - (1) Cabinet level appointee for Hawaii State or County government.
 - (2) Appointee to a Civil Service Exempt Position on the Governor's, Lieutenant Governor's or Mayor's personal staff.

Leaves of Absence - Leaves of
Absence Without Pay (continued)

- (3) Appointee to the personal staff of a Congressional Representative.

A leave for serving as a political appointee cannot be extended beyond the seventh extension (original leave, extended leave, plus six special extensions).

3. Leave Guarantees

a. Original Leave

This Leave of Absence Without Pay guarantees the employee to a position to which entitled at the end of the leave. With the exception of Leaves of Absence Without Pay for 30 calendar days or less, the guarantee of a position shall be at the beginning of the semester immediately following the expiration of leave. The employee may ask for early return before the expiration of the leave according to Regulation #5400, paragraph E.

EXCEPTION: An employee returning from Leave of Absence Without Pay due to military service will be guaranteed a position after separation from service with proper prior notification by the employee.

b. Extended Leaves

An employee who extends a leave shall not be guaranteed to the former school and shall be assigned to an appropriate position within own district if such a position is available. If a position is not available in own district, the employee may be assigned to an appropriate position in another district.

EXCEPTION 1: An employee who extends a leave because of health reasons shall retain the same leave guarantee as the original Leave of Absence Without Pay.

Leaves of Absence - Leaves of
Absence Without Pay (continued)

EXCEPTION 2: An educational officer who extends an original Leave of Absence Without Pay shall maintain the same leave guarantee as the original leave.

EXCEPTION 3: An employee who receives an extended leave by special exception to serve as a political appointee shall not retain a specific position or school guarantee, but rather shall hold a general guarantee for employment to an appropriate educational officer or teacher position.

D. Service Credit

While on Leaves of Absence Without Pay, the employee may qualify for service credit and credit on the salary schedule only under the following conditions:

1. Military service.

The employee may receive up to a maximum of four years of credit.

2. Professional improvement.

The employee may receive a maximum of one year credit provided that all leave conditions are met successfully and provided also that the employee returns to service immediately after the expiration of the leave.

E. Conditions for Leave for Professional Improvement

1. Leave requirements must be completed within the effective dates of the leave and may be fulfilled by:

- a. Earning 15 semester credits at an accredited college or university, or
- b. Research approved by the Department, or
- c. Other professional improvement activities approved by the Department, or
- d. A combination of a, b and c above approved by the Department.

Leaves of Absence - Leaves of
Absence Without Pay (continued)

2. Requirements for Leave for Professional Improvement for one semester may be fulfilled by completing 8 semester credits as described in the Department Procedure and Form 705 for Professional Improvement Leave. Leave requirements must be completed within the effective dates of the leave.

3. Leave Application Requirements

- a. All applicants for the Leave for Professional Improvement must apply within the deadline and on the form as prescribed by the Department.
- b. Applicants must submit a description of a planned program indicating course titles and types of activities they plan to complete. Additionally, the plan should also show the relevancy of the proposed program of study to the enhancement of the employee's professional performance.

4. Length of Leave

This leave may be for one school year or one school semester and may be extended for one school year or one school semester.

5. Non-fulfillment of Requirements

Non-fulfillment of professional leave requirements may result in:

- a. Change of reason for leave.
- b. No service credit.

PROCEDURE: APPLYING FOR LEAVE OF ABSENCE WITHOUT PAY (EXCEPT FOR LEAVE OF ABSENCE WITHOUT PAY FOR 30 CALENDAR DAYS OR LESS AND EXCEPT FOR LEAVE OF ABSENCE WITHOUT PAY FOR PROFESSIONAL IMPROVEMENT)

REFERENCE: REGULATION #5401

FORM : PERSONNEL FORM 400a (REQUEST FOR LEAVE OF ABSENCE)

RESPONSIBILITIES:

1. TEACHER*

- a. Submits to principal four copies of Form 400a at least 30 calendar days prior to the effective date of leave.
- b. Attaches explanation for the leave as appropriate. If leave is requested for health reason, obtains and submits statement from licensed physician verifying the necessity for the leave.
- c. The teacher should give proper notice at the earliest time in cases of verified emergencies.
- d. If the leave is to be effective at the beginning of the next school year, indicates intention when completing Form 101 in January.
- e. Obtains approval before proceeding on leave.

2. PRINCIPAL

- a. Reviews leave request for conformance to applicable regulations.
- b. Recommends approval or disapproval of request.
- c. Forwards all copies of Form 400a to the district superintendent within three days upon receipt.
- d. Informs the teacher immediately of the decision of the district superintendent.
- e. Notes leave return date.

*NOTE: Educational officer applicants follow steps outlined for teachers, but submit application to supervisor for action.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Approves or disapproves request and distributes appropriately as directed on form.

4. OFFICE OF PERSONNEL SERVICES

Processes request.

Adopted 1/73; Amended 10/74; Amended 6/86

PROCEDURE: APPLYING FOR LEAVE OF ABSENCE WITHOUT PAY (FOR LEAVE OF ABSENCE THAT DOES NOT EXCEED 30 CALENDAR DAYS)

REFERENCE: REGULATION #5401

FORM : PERSONNEL FORM 400a (REQUEST FOR LEAVE OF ABSENCE)

RESPONSIBILITIES:

1. TEACHER*

a. Except in cases of verified emergencies, submits four copies of Form 400a to principal at least ten working days prior to the effective date of leave.

b. Obtains approval prior to proceeding on leave.

2. PRINCIPAL

a. Reviews leave request for conformance to applicable regulations.

b. Approves or disapproves the request and forwards all copies appropriately.

c. Informs teacher of the decision.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Notes leave request.

4. OFFICE OF PERSONNEL SERVICES

Processes request.

*NOTE: Educational officer applicants follow same steps as for teachers, but submit application to supervisor.

PROCEDURE: APPLYING FOR LEAVE OF ABSENCE WITHOUT PAY FOR PROFESSIONAL
IMPROVEMENT

REFERENCE: REGULATION #5401

FORM : PERSONNEL FORM 705 (APPLICATION FOR SABBATICAL LEAVE OR
PROFESSIONAL IMPROVEMENT LEAVE WITHOUT PAY)

RESPONSIBILITIES:

1. TEACHER

- a. If the leave is to be effective at the beginning of the next school year, indicates intention when completing Form 101 in January.
- b. Gives proper notice at the earliest time, no later than 30 calendar days before the effective date of the leave except in cases of verified emergencies.

2. PRINCIPAL

- a. Recommends approval or disapproval of Form 705.
- b. Forwards one copy of Form 705 to the Office of Personnel Services no later than five calendar days after receiving it.

3. SUPERINTENDENT

Approves or disapproves Form 705.

4. OFFICE OF PERSONNEL SERVICES

- a. Processes Form 705.
- b. Notifies applicant and school in a timely manner.

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

UNAUTHORIZED LEAVE WITHOUT PAY

Employees who are absent from work without proper authorization shall be considered on Unauthorized Leave Without Pay until such time as an accurate determination of the actual status can be made.

Adopted 1/73; Reviewed 10/74; Amended 6/86

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

VACATIONS

A. Eligibility

1. Teachers, Vice-Principals and Principals

Teachers, vice-principals and principals shall be entitled to winter, spring and summer vacations.

2. State and District office Certificated Personnel

a. All 12-month personnel of the State and district offices of the Department shall be entitled to 21 days of vacation leave days per work year, earned at the rate of 1-3/4 days per work month.

b. Unused annual vacation days shall be automatically accumulated for succeeding years, except:

(1) The total recorded accumulation shall in no event be more than ninety working days; and

(2) Not more than 15 days a year may be accumulated.

c. Any employee whose accumulated vacation credit exceeds ninety working days may be paid salary in lieu of vacation, if upon investigation by the State Comptroller, it is found that the excess resulted from administrative orders.

B. Conditions

1. State and District Educational Officers

State and district educational officers may take planned vacations as requested and granted. Employee preference(s) shall be considered when possible.

Leaves of Absence - Vacations
(continued)

2. Vacation Days

Vacation days shall be charged against accumulated vacation allowance at the rate of five working days per week exclusive of legal holidays or holidays declared by executive order.

3. Transfer of Vacation Credits

When an educational officer is transferred to another governmental agency, state or county, accumulated and unused vacation allowances shall be transferred.

4. Vacation Allowances Upon Termination of Employment

An employee whose employment is terminated shall be entitled to all accumulated vacation allowance plus current accrued allowance to and including date of termination. A terminating employee may be paid in lump sum or by pay period until vacation credits are exhausted.

5. Application

Application for vacation leave shall be made on the form and within the deadlines established by the Department.

PROCEDURE: APPLYING FOR VACATION LEAVE

REFERENCE: REGULATION #5403

FORM : G-1 (APPLICATION)

RESPONSIBILITIES:

1. EMPLOYEE (TWELVE-MONTH CERTIFICATED)

Submits three copies of Form G-1 to immediate supervisor as soon as possible prior to leave.

2. IMMEDIATE SUPERVISOR

a. Reviews workload and available work force to assure that office production will not be disrupted.

b. Approves or disapproves request and forwards forms to approving authority if required.

3. APPROVING AUTHORITY

a. Approves or disapproves request.

b. Submits original copy to Payroll Section, Office of Business Services.

c. Returns one copy of form to employee and sends one copy to personnel leave records clerk.

NOTE: For planning purposes, a leave schedule for the entire work force should be prepared to cover the entire calendar year.

Revised 9/1/70; Reviewed 1/73; Reviewed 10/74; Amended 6/86

PROCEDURE: APPLYING FOR TRANSFER OF VACATION CREDITS BY DISTRICT OR STATE
OFFICE PERSONNEL

REFERENCE: REGULATION #5403

FORM : G-2 (APPLICATION FOR TRANSFER OF VACATION AND SICK LEAVE CREDIT
OR PAYMENT IN LIEU OF VACATION)

RESPONSIBILITIES:

1. EMPLOYEE (TWELVE-MONTH CERTIFICATED)

Submits four copies of G-2, Application for Transfer of Vacation,
and Sick Leave Credit or Payment in Lieu of Vacation to immediate
supervisor.

2. SUPERVISOR (DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT)

a. Reviews and approves request.

b. Forwards four copies to Payroll Section, Office of Business Services.

PROCEDURE: APPLYING FOR PAYMENT FOR VACATION EARNED BY DISTRICT OR STATE
OFFICE PERSONNEL

REFERENCE: REGULATION #5403

FORM : G-2 (APPLICATION FOR TRANSFER OF VACATION AND SICK LEAVE CREDIT
OR PAYMENT IN LIEU OF VACATION)

RESPONSIBILITIES:

1. EMPLOYEE (TWELVE-MONTH CERTIFICATED)

Submits four copies of G-2, Application for Transfer of Vacation and
Sick Leave Credit or Payment in Lieu of Vacation, to immediate supervisor
when:

- a. Accumulated vacation credits exceed ninety working days as a result
of administrative orders.
- b. Termination of employment.

2. SUPERVISOR (DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT)

- a. Reviews and approves request.
- b. Forwards four copies to Payroll Section, Office of Business Services.

Revised 9/1/70; Reviewed 1/73; Reviewed 10/74; Amended 6/86

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

SICK LEAVE

Sick leave shall be granted to all employees in the Department as provided for by the Department and the Hawaii Revised Statutes. Employees on sick leave will be paid their full salaries including all applicable differentials.

A. Accumulation of Sick Leave Days

1. Sick leave days which are not used during the year for which it accrues shall accumulate and be available for succeeding years.
2. Accumulation of sick leave days shall have no limitation.
3. A person leaving the employ of the Department shall retain his/her accumulated sick leave for a period of five years after which time, should that person return to service, his/her sick leave status will be that of a new employee.

B. Sick Leave--When Granted

Sick leave is granted when an employee is ill and unable to discharge his/her duties or when his/her presence at work is a health hazard to students or employees.

C. Schedule of Sick Leave for Ten-Month Employees at Single Track Year Round Education (STYRE) Schools

1. Ten-month employees in service on the first work day of the school year shall have eighteen days of sick leave.
2. Ten-month employees entering service for the school term on a date after the official start of the teacher work year shall have their number of sick leave days according to the following schedule:

Leaves of Absence - Sick Leave
(continued)

<u>Working Days Missed Since the Beginning of the School Year</u> (WDMBSY)	<u>Number of Sick Leave Days</u> (NSLD)
0- 17	18
18- 35	16
36- 53	14
54- 62	12
63- 80	10
81- 98	9
99-116	7
117-134	5
135-162	3
163-171	2
172+	1
All days missed	0

3. Ten-month employees whose employment period expires before the end of the school year shall be credited with sick leave for the dates specified on their contract. Number of sick leave accumulation days shall be computed by the following formula:

NSLD for appropriate WDMBSY at the beginning date of contract period less NSLD for appropriate WDMBSY at the ending date of contract period not to exceed a total of 18 days.

D. Sick Leave for Twelve-Month Employees

All certificated employees on a 12-month employment basis shall accumulate sick leave at the rate of 1-3/4 days per month (19 working days minimum--for months with less than 19 working days, the minimum shall be all working days). Employees serving in a full-pay status (working or paid leave) of less than the minimum days required in a calendar month shall earn less than 1-3/4 days as provided for in the following schedule:

Leaves of Absence - Sick Leave
(continued)

For	1 to 3	calendar days of service	0	working days of leave
	4 to 7	" " " "	1/4	" " " "
	8 to 11	" " " "	1/2	" " " "
	12 to 15	" " " "	3/4	" " " "
	16 to 19	" " " "	1	" " " "
	20 to 23	" " " "	1-1/4	" " " "
	24 or more	" " " "	1-1/2	" " " "

Such leave allowance shall be recorded and administered on a calendar year basis, the allowance accruing during each calendar year being credited to the employees as of December 31 of each year.

E. Number of Days Available

1. For ten-month certificated employees, sick leave available is equal to the number of days of already accumulated plus the number of days of sick leave entitled by reason of service during the current school year.
2. For twelve-month certificated employees, sick leave available is equal to the number of days earned and accumulated.

F. Request for Leave

1. For absences of five consecutive working days or less, the signature of a licensed practitioner is not required.
2. For absences of more than five consecutive working days, the signature of a licensed practitioner is required.
3. For absences of more than 30 calendar days, the signature of a licensed practitioner is required every 30 calendar days.

G. Illness at Opening of School Year - Teachers

1. A teacher who is ill and under the care of a licensed practitioner at the opening of the school year shall be allowed paid sick leave to the limit of his/her accumulated sick leave.
2. Upon return to work, the teacher shall be credited with the annual sick leave to which the teacher would have been entitled had s/he reported for work on the first day. Such credited leave may be applied retroactively to cover illness during the first days of the

Leaves of Absence - Sick Leave
(continued)

school year in the event that accumulated sick leave was exhausted or not available.

H. Leave for Medical Check-Up

Sick leave shall not be granted for a medical check-up unless it is illness connected and required by a licensed practitioner in connection with treatment.

I. Working Days Only to be Charged

In all cases of sick leave with pay, only actual work days shall be charged against the amount of sick leave available.

J. Accumulation of Sick Leave During Leave of Absence Without Pay

When an employee is granted a leave of absence without pay, the sick leave accumulated up to the time of leave shall be registered and credited to the employee upon return to service. Sick leave is not earned during periods of leave of absence without pay.

K. Combined Ten-Month and Twelve-Month Service

A person transferring between ten-month and twelve-month positions shall be credited with sick leave for the time served in each position under the leave system used for that position. Sick leave credits may be carried over from one system to the other except that sick leave shall not be credited in excess of twenty-one days in the calendar year of either system (September 1 for certificated ten-month employees and December 31 for twelve-month certificated employees).

L. Absence During Part of the School Day

A teacher who leaves school because of illness may be considered present for the day after being on regular duty for at least three hours.

M. Additional Sick Leave

In extraordinary circumstances, employees, with the approval of the Superintendent, may be granted additional sick leave when accumulated sick leave is exhausted. Employees shall apply in writing through normal channels.

N. Inter-Governmental Agency Transfer of Accumulated Sick Leave

New certificated employees entering the Department from other state and county government agencies shall be allowed to retain any sick leave

Leaves of Absence - Sick Leave
(continued)

days accumulated with such agencies provided that such accumulated sick leave days were in good standing at the time of employment with the Department of Education.

PROCEDURE: APPLYING FOR SICK LEAVE

REFERENCE: REGULATION #5404

FORMS : PERSONNEL FORM 400 (REQUEST FOR SICK LEAVE--10-MONTH CERTIFICATED EMPLOYEES)

G-1 (APPLICATION FOR LEAVE OF ABSENCE--12-MONTH CERTIFICATED EMPLOYEES)

RESPONSIBILITIES:

1. EMPLOYEE*

- a. Notifies immediate supervisor by phone for each day of absence.
- b. Completes Form 400 and submits to immediate supervisor on first day of return.
- c. Obtains licensed practitioner's statement if absence(s) is more than five consecutive days. For absence of more than a month Form 400 must be completed by the attending licensed practitioner for periods of a month at a time.

2. IMMEDIATE SUPERVISOR

- a. Approves or disapproves sick leave request subject to the number of sick leave days available.
- b. Attaches appropriate copy of Form 400 to Record of Attendance and submits to Payroll Section of the Office of Business Services at the end of the pay period.
- c. Determines whether workers' compensation or other benefits apply.
- d. Keeps district superintendent informed on possibility of long-term absence.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Consults with supervisor on long-term sick leaves.

*NOTE: Twelve-month employees follow steps outlined above using Form G-1.

Revised 9/1/70; Amended 1/73; Amended 10/74; Amended 11/88

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

TEMPORARY DISABILITY INSURANCE (EXTRA SICK LEAVE)

Extra sick leave is leave with pay which shall be granted only to eligible personnel whose regular sick leave balance at the beginning of a benefit year is less than fifteen (15) days.

A. Eligibility

For the purposes of this regulation, eligible personnel are all certificated employees of the Department, who during the year (four completed calendar quarters) immediately prior to the first day of disability requiring extra sick leave have:

1. Been in employment in the State of Hawaii for at least fourteen (14) weeks;
2. Received remuneration in any form for twenty or more hours during each of the fourteen (14) weeks; and
3. Earned at least \$400.

B. Benefit Year

A benefit year is a one-year period beginning on the first day (Sunday) of the week in which an employee first takes a valid sick leave.

C. Initial Benefit Year

1. An initial benefit year shall be established only when extra sick leave is requested in writing by the employee.
2. The initial benefit year begins on the first day (Sunday) of the week in which the employee first takes a valid sick leave following the latest date as identified below:

Leaves of Absence - Temporary
Disability Insurance (Extra Sick
Leave) (continued)

- a. The effective date of this regulation, or
- b. The effective date of the employee's current employment service,
or
- c. The first of September which is at least one year, but not more
than two years prior to the request for extra sick leave.

D. Subsequent Benefit Years

1. Subsequent benefit years are all other benefit years following
the initial benefit year established by the employee.
2. Subsequent benefit years shall be established when extra sick leave
is requested in writing by the employee.
3. The subsequent benefit year begins on:
 - a. The first day (Sunday) of the week in which the employee first
takes a valid sick leave after the expiration of the preceding
benefit year; or
 - b. The first day following the expiration of the preceding year:
 - (1) If the sick leave taken by the employee during the last
week of the preceding benefit year continues through the
expiration date and into the next benefit year; or
 - (2) If the employee takes a valid sick leave during the first
calendar week immediately following the expiration of the
preceding benefit year.

E. Limitations

1. Extra sick leave shall be granted under this regulation only when
the temporary disability arises for reasons other than:

Leaves of Absence - Temporary
Disability Insurance (Extra Sick
Leave) (continued)

- a. Disability during which the employee would be disqualified from receiving benefits under Hawaii's Employment Security Law because of unemployment due to work stoppage existing as a result of a labor dispute;
 - b. Disability due to willful and intentional self-inflicted injury or to injury sustained in the commission of a criminal offense;
 - c. Disability during which the employee performed work for remuneration or profit.
2. Extra sick leave may not be granted or used solely for the purpose of a physical check-up when the employee is not temporarily disabled.
 3. Required care by physician or equivalent:
 - a. Other provisions of this regulation notwithstanding, employees shall be ineligible to receive extra sick leave credits with respect to any period during which they are not under the care of a person duly licensed to practice medicine, surgery or dentistry, who shall certify the disability of the employee, the probable duration thereof, and such other pertinent medical facts within his knowledge.
 - b. In the case of employees who, pursuant to the teaching, faith or belief of any group, depend for healing upon prayer or other spiritual means, the certification of the disability shall be by a duly authorized or accredited practitioner of such groups.

Leaves of Absence - Temporary
Disability Insurance (Extra Sick
Leave) (continued)

F. Number of Days to be Granted

1. For an employee with no regular sick leave credits, no more than 15 days of extra sick leave shall be granted during any single benefit year.
2. Extra sick leave credits shall not be cumulative.
3. For an employee with less than 15 days of regular sick leave credits, the amount of extra sick leave that shall be granted during a benefit year shall not exceed an aggregate of 15 days of regular and extra sick leave.

G. Conditions of Extra Sick Leave

1. Employees using extra sick leave shall not be required to reimburse the Department.
2. Use of extra sick leave shall be considered valid only when applied for, granted and used in conformance with the Department's regulations.
3. When regular sick leave is augmented under the terms of this regulation, the required extra sick leave granted shall be used prior to any additional leave that may be granted or advanced under other regulations of the Department.

H. Extra Sick Leave for Former Eligible Employee

1. Not more than fifteen (15) days of paid sick leave, including regular or extra sick leave, shall be granted to a person who, within the fourteen days immediately following his/her last workday with the Department, incurs a disability of the type that would make him/her eligible for sick leave under the regulation, provided:

Leaves of Absence - Temporary
Disability Insurance (Extra Sick
Leave) (continued)

- a. That person requests it in writing;
 - b. That person presents a certificate from a licensed physician or other accredited practitioner which states that temporary illness or injury totally disabled him/her from continuing or resuming work.
2. Such sick leave shall not be granted to a separated employee who is reemployed prior to the onset of any such temporary disability.
 3. A former employee who validly uses sick leave, as provided above, shall not be construed as being in the employment of the Department, and shall, therefore, not be entitled to any benefits except those to which he/she is already entitled.

I. Procedure for Requesting Extra Sick Leave

1. An eligible employee shall request for extra sick leave on the form prescribed by the Department.
2. The employee shall state the reason supporting the request for such leave.

J. Appellant Procedure

If benefits are denied, the employee may appeal the decision of denial by writing to the Temporary Disability Insurance Division of the Department of Labor and Industrial Relations.

PROCEDURE: APPLYING FOR EXTRA SICK LEAVE (TDI)

REFERENCE: REGULATION #5405

FORMS : TDI-45 (CLAIM FOR DISABILITY BENEFITS)

TDI-46 (DENIAL OF CLAIM FOR DISABILITY BENEFITS/CLAIMANT'S APPEAL)

RESPONSIBILITIES:

1. EMPLOYEE

- a. Completes TDI-45 as specified.
- b. Secures doctor's statement as specified on TDI-45.
- c. Submits completed form to principal or supervisor.
- d. If request denied, may appeal denial and shall file with the Director of the Department of Labor and Industrial Relations two copies of TDI-46 giving specific reasons for the appeal request. The appeal shall be filed within twenty days after the date of the denial of claim.

2. PRINCIPAL OR SUPERVISOR

- a. Checks for completeness of TDI-45.
- b. Submits TDI-45 to Office of Personnel Services.
- c. If claim is denied, assists employee in filing for Leave Without Pay.

3. OFFICE OF PERSONNEL SERVICES

- a. Recommends approval or disapproval based on claimant's eligibility.
If necessary, may request additional information to determine eligibility.
- b. Submits one copy of TDI-45 to the Office of Business Services.
- c. Establishes and/or maintains record of employee's benefit year.
- d. Computes extra sick leave days available to employee.

- e. Keeps employee informed on subsequent actions related to the request.
 - f. If disapproved, informs employee of the reason and of appeal rights.
4. OFFICE OF BUSINESS SERVICES
- a. Receives completed TDI-45 from Office of Personnel Services.
 - b. Verifies wage record including hours worked and pay received on TDI-45.
 - c. Returns verified wage information on TDI-45 to Office of Personnel Services.
5. FORMER ELIGIBLE EMPLOYEES
- a. Completes TDI-45 as specified.
 - b. Secures doctor's statement as specified on TDI-45.
 - c. Submits TDI-45 to Office of Personnel Services.

Adopted 9/1/70; Amended 1/73; Amended 10/74; Amended 6/86

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

SABBATICAL LEAVES - TEACHERS

Sabbatical leaves may be granted to teachers as provided by Sections 297-22, 297-23 and 297-24, Hawaii Revised Statutes.

A. Eligibility

This leave may be granted to any teacher who has completed seven years of service in the Department as of the beginning date of this leave.

B. Leave Time in the Department

Military leave and professional improvement leave from the Department may be counted towards the seven-year requirement.

C. Probationary Service Time

Probationary service time may be counted towards the seven-year requirement.

D. Return to Employment

Teachers are assured of a guarantee of employment to which they are entitled.

E. Repeated Sabbatical Leaves

A period of seven years of service must be completed upon return from a sabbatical leave to qualify for another sabbatical leave.

F. Length of Leave

This leave may be for one school year or one school semester and may not be extended.

G. Entitlement to Other Leaves

This leave may be followed by professional improvement leave of absence without pay, provided that all sabbatical leave requirements are met.

H. Status of Benefits While on Leave

The following benefits may be continued for the period of the leave provided that all sabbatical leave requirements are met: Health Fund benefits, service credits and retirement. Sick leave is not accrued while on sabbatical leave.

Leaves of Absence - Sabbatical
Leaves - Teachers (continued)

I. Employment While on Leave

Employment while on leave is permitted if all requirements of the leave are met as provided for by the Department.

J. Pay While on Leave

The teacher will receive full pay for a semester's leave, or one-half pay for a year's leave.

K. Conditions of Leave

1. The teacher who is granted this leave on a full-year basis must spend at least the equivalent of one-half of the year in:
 - a. Professional educational course work and shall earn a minimum of 15 college credits (semester hours), or
 - b. Research approved by the Department, or
 - c. Other professional activity approved by the Department, or
 - d. A combination of the above activities which will enhance the value of the teacher's services to the Department.
2. Leave requirements must be completed within the effective dates of the leave.
3. Upon return from leave, the teacher must provide satisfactory evidence of the completion of the requirement.
4. Return to service is required of all teachers taking this leave.
5. Teachers are required to sign an agreement to return to service with the Department, the University of Hawaii or any community college for a period of not less than two years within one year after termination of the leave.
6. The agreement will also provide that should the teacher fail to meet all the requirements of his/her leave, the teacher must return all monies received while on leave.
 - a. All monies shall be refunded to the Department.
 - b. Costs incurred in the return of such monies shall be borne by the recipient.

Leaves of Absence - Sabbatical
Leaves - Teachers (continued)

c. Failure to refund all monies received shall result in cancellation of his/her Hawaii Teaching Certificate.

L. Conditions for a Semester Leave

The conditions are the same as above with the requirement of professional educational course credits to be completed reduced to eight.

PROCEDURE: APPLYING FOR SABBATICAL LEAVE

REFERENCE: REGULATION #5406

FORMS : PERSONNEL FORM 705 (APPLICATION FOR SABBATICAL LEAVE OR
PROFESSIONAL IMPROVEMENT LEAVE WITHOUT PAY)
PERSONNEL FORM 705a (CONTRACT FOR SABBATICAL LEAVE)

RESPONSIBILITIES:

1. TEACHER

- a. Completes one copy of Form 705 and submits to principal on or before November 10.
- b. Completes one copy of Form 705a and submits to Office of Personnel Services if granted sabbatical leave.
- c. Follows Procedure #5400 for return to service upon expiration of this leave.

2. PRINCIPAL

- a. Completes appropriate sections of Form 705.
- b. Forwards one copy of Form 705 to the Office of Personnel Services by November 15.
- c. Reviews Procedure #5400 to assist the teacher returning to service upon expiration of this leave.

3. SUPERINTENDENT

- a. Approves or disapproves Form 705.
- b. Signs Form 705a.

4. OFFICE OF PERSONNEL SERVICES

- a. Notifies all applicants by December 18 (copies to schools).
- b. Prepares and secures signatures for Form 705a.

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

PROFESSIONAL IMPROVEMENT LEAVE WITH PAY--EDUCATIONAL OFFICERS

The Department may grant professional improvement leaves of absence with pay for the purposes of improving professional services and providing opportunities to network with educators nationwide.

- A. Professional improvement leave may be for a period of up to one (1) year at half pay or periods of up to six (6) months or up to thirty (30) days at full pay. Leave requirements must be completed within the effective dates.
- B. In the event a request for such leave is denied, the educational officer may request and shall be provided the reasons for denial in writing from the Department.

Leaves Up to One (1) Year and Up to Six (6) Months

- A. An educational officer who has served six (6) continuous years with the Department may qualify for such leave of absence. Such leave shall be for a period not to exceed one (1) year and may not be granted again to the same educational officer until the educational officer has served an additional period of six (6) continuous years with the Department.
 - 1. A 10-month educational officer shall be granted leave by the semesters within a school year.
 - 2. Those 10-month educational officers taking one (1) semester only may use the summer following the school year they take professional improvement leave to fulfill a part of the leave requirements.
 - 3. A 12-month educational officer shall be granted leave by months based on his/her proposed program of study.
- B. The Department shall consider the following in reviewing a request for such leave:
 - 1. The purposes of the leave are mutually beneficial to the educational officer and the Department.
 - 2. The nature, length and pertinency of professional educational course work, research or other professional activity which the educational

Leaves of Absence - Professional
Improvement Leave with Pay--
Educational Officers (continued)

- officer plans to undertake during such leave are consistent with the needs of the Department.
3. The educational officer's absence will not adversely affect the operations of the Department.
 4. The educational officer's work performance record and seniority (continuous length of service with the Department).
 5. The leave should be subject to availability of funds.
- C. Before being granted such leave, an educational officer shall enter into a contract with the Department which shall provide the following:
1. The educational officer shall agree to return to work with the Department, the University of Hawaii or any community college upon termination of such leave or any other leave which may be granted by the Department immediately following such leave. If the educational officer fails to report for work upon termination of this leave, and if no subsequent authorized leave is granted, the educational officer shall be considered to have resigned and shall refund all monies received while on such leave.
 2. Upon return from this leave granted under this Agreement, the educational officer shall agree to work for a period of one (1) continuous year. If the educational officer fails to do so, the educational officer shall refund all monies received from the Department while on this leave.
 3. Failure to refund all monies received shall result in cancellation of his/her Hawaii Department of Education Certificate(s).
 4. The educational officer shall be guaranteed a return to the former position or an equivalent position at the expiration of this leave.
 5. The educational officer shall not accrue any vacation or sick leave credits during the period of such leave.

Leaves of Absence - Professional
Improvement Leave with Pay--
Educational Officers (continued)

Leaves Up to Thirty (30) Days

- A. Such leave shall be for a period not to exceed thirty (30) consecutive calendar days and may be granted no more than once per year.
- B. The Department shall consider the following in reviewing a request for such leave:
1. The purpose of the leave is mutually beneficial to the educational officer and the Department.
 2. The nature, length and pertinency of professional educational course work, research, or other professional activity which the educational officer plans to undertake during such leave are consistent with the needs of the Department.
 3. The educational officer's absence will not adversely affect the operations of the Department.
 4. The educational officer shall agree to return to work with the Department upon termination from such leave.
 5. The educational officer shall be guaranteed a return to the educational officer's position at the expiration of this leave.
 6. The leave should be subject to availability of funds. However, this provision does not preclude the educational officer from seeking other resources.

PROCEDURE: APPLYING FOR PROFESSIONAL IMPROVEMENT LEAVE WITH PAY (FOR EDUCATIONAL OFFICERS ONLY)

REFERENCE: REGULATION #5407

FORMS : PERSONNEL FORM 706 (APPLICATION FOR EDUCATIONAL OFFICER PROFESSIONAL IMPROVEMENT LEAVE WITH PAY OR PROFESSIONAL IMPROVEMENT LEAVE WITHOUT PAY)

PERSONNEL FORM 706a (CONTRACT FOR PROFESSIONAL IMPROVEMENT LEAVE WITH PAY)

RESPONSIBILITIES:

EDUCATIONAL OFFICER

1. Formulates a professional development plan and determines training activities.
2. Completes one copy of Form 706 and submits to supervisor on or before November 1.

NOTE: If an educational officer is applying for an up to thirty (30) day professional improvement leave with pay and there are no additional costs to the Department, that individual shall complete and submit a copy of Form 706 to supervisor no later than forty-five (45) days prior to the anticipated leave.

- a. For up to one (1) year and up to six (6) month leaves, check the appropriate selection. Then indicate up to one year with the appropriate dates or indicate up to six months with the appropriate dates or Semester I or Semester II.
- b. For up to thirty (30) day leave, check the appropriate selection, and enter the anticipated dates.

NOTE: If there are no additional costs to the Department, the applicant must stipulate the anticipated resources that will be utilized to cover his/her absence.

3. Attaches a complete description of the proposed program of study to Form 706.
4. Completes and signs Form 706a and submits to Office of Personnel Services via the respective District or Office, if granted professional improvement leave with pay.

5. Follows Procedure #5400 for return to service upon expiration of this leave.

PRINCIPAL/IMMEDIATE SUPERVISOR

1. Discusses the implications and funding, if applicable, for this leave with the applicant.
2. Completes the appropriate section and forwards the Form 706 to the district superintendent or assistant superintendent on or before November 8.

DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

1. Reviews completed Form 706 and discusses the implications and funding, if applicable, for this leave with the supervisor and/or the applicant.
2. Completes the appropriate section and forwards the Form 706 to the Superintendent on or before November 30.

NOTE: Approves or disapproves up to thirty (30) day professional improvement leaves that have no additional costs to the Department and forwards Form 706 to the Office of Personnel Services no later than thirty (30) days prior to the anticipated leave. This leave shall be administered at the district or office level and Form 706a must be signed by district superintendent or assistant superintendent.

3. Submits list of applicants recommended for approval and those approved with no additional costs to the Department and their respective forms. Returns disapproved leaves to the educational officer, providing reasons for denial. Applicants for up to one (1) year and up to six (6) month leaves will be given priority. Thirty (30) day leave requests will be considered, subject to availability of funds.

SUPERINTENDENT

1. Approves or disapproves professional improvement leave requests, as appropriate.
2. Signs memorandum of agreement.

OFFICE OF PERSONNEL SERVICES

1. Notifies all applicants by January 31 (copies to appropriate office).
2. Prepares and secures signatures for memorandum of agreement and other applicable documents.

Adopted 10/74; Amended 6/86; Amended 1/94

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

WORK-STUDY LEAVE

A. Eligibility

All state and district professional personnel may be granted work-study leaves with pay and without charge to vacation allowances in accordance with the following:

1. The studies must be of a nature which allows the employee to meet the requirements of the job and should not interfere with the normal work schedule of the employee's place of employment. No more than two hours per work day shall be spent away from the employee's place of work.
2. The studies must be relevant to the employee's present and/or future professional assignment. The employee must present acceptable evidence that the courses taken shall improve the employee's professional performance.

B. Conditions of Work-Study Leave

1. No more than 3 semester credit hours may be taken in a one-year period up to a maximum of 6 semester credit hours over a three-year period.
2. The three-year period shall begin upon first enrollment for credit courses.
3. The employee's request will be processed through normal channels to the Superintendent who will make the final determination.

Revised 9/1/70; Reviewed 1/73; Amended 10/74; Reviewed 6/86

PROCEDURE: APPLYING FOR WORK-STUDY LEAVE FOR DISTRICT AND STATE
PROFESSIONAL STAFF

REFERENCE: REGULATION #5408

FORM : PERSONNEL FORM 401 (APPLICATION FOR WORK-STUDY LEAVE FOR DISTRICT/
STATE OFFICE PROFESSIONAL STAFF)

RESPONSIBILITIES:

1. APPLICANT - TWELVE-MONTH EMPLOYEE ONLY

Submits one copy of Form 401 and supporting documents to the district superintendent or assistant superintendent at least thirty days prior to the effective date of the requested leave.

2. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

- a. Recommends approval or disapproval and forwards application to the Superintendent.
- b. District and other offices will maintain record of work-study leaves for their respective employees.

3. SUPERINTENDENT

Approves or disapproves Form 401.

4. OFFICE OF PERSONNEL SERVICES

- a. Notifies applicant of Superintendent's decision.
- b. Maintains record of work-study leaves for all employees.

Revised 9/1/70; Amended 1/73; Amended 10/74; Reviewed 6/86

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

EXCHANGES

A. Objective

To enable teachers and educational officers to work in other school districts to gain exposure to new experiences, new environments and/or people, thereby providing them with opportunities for further professional growth and development and enhancing the effectiveness of their performance of professional duties upon completion of the exchange and return to the Department.

B. Eligibility

Certificated tenured personnel of the Department are eligible for exchanges.

NOTE: Educational officers are not eligible for exchanges during the year they are completing probation.

1. Employees are eligible for exchange positions to any state, country or territory.
2. Only employees who are highly recommended by their supervisors and deemed likely to reflect credit on the Department and on the State will be considered for possible exchange.

C. Guarantee of Employment

The employee is assured of a guarantee of employment to which entitled at the end of the leave.

D. Length of Exchange

Length of exchange will be for one school year.

E. Entitlement to Other Leaves

Exchanges may be followed by any authorized leave.

Leaves of Absence - Exchanges
(continued)

F. Pay While on Exchange

1. The person exchanged from this Department shall be paid the regular salary by the Department plus transportation costs to and from the place of exchange, provided that such transportation funds are available.
2. All other expenses shall be borne by the exchangee.

G. Preference

In the selection of personnel in the State for exchange, preference shall be given to teachers over educational officers; principals and vice principals over district and state educational officers.

H. Frequency

1. No teacher will be eligible for another exchange until completion of three years of continuous service since the teacher's last exchange.
2. In the case of principals, six years of continuous service are required between exchanges.

I. Exclusion

Applicants seeking to return to former domiciles may be denied exchanges.

J. Supervision and Evaluation

Each party shall supervise the exchange teacher or educational officer under the rules and regulations applicable to teachers or educational officers of the school to which assigned. Each party shall evaluate the performance of the exchange teacher or educational officer and shall submit a report to the other party on or before June 30 of the exchange year.

Revised 9/1/70; Reviewed 1/73; Amended 10/74; Amended 6/86

PROCEDURE: APPLYING FOR EXCHANGE

REFERENCE: REGULATION #5409

FORMS : PERSONNEL FORM 100c (APPLICATION FOR PROFESSIONAL TEACHING AND/OR
SUPPORT POSITION)

PERSONNEL FORM 703 (REQUEST FOR OUT-OF-STATE EXCHANGE)

PERSONNEL FORM 703a (AGREEMENT FOR EXCHANGE - BETWEEN EMPLOYEE
AND DEPARTMENT)

PERSONNEL FORM 703b (AGREEMENT FOR EXCHANGE - BETWEEN SCHOOL
DISTRICTS)

RESPONSIBILITIES:

1. TEACHER*

- a. Completes and submits one copy each of Form 100 and Form 703 to principal by January 15.
- b. Signs Form 703a and submits form to Office of Personnel Services.

2. PRINCIPAL

Completes appropriate sections of Form 703, recommends approval or disapproval and forwards the form to the district superintendent.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Completes appropriate sections of Form 703 and forwards the approved form to the Office of Personnel Services (for final appropriate action by the Superintendent).

4. SUPERINTENDENT

- a. Takes appropriate action on Form 703.
- b. Signs Form 703a.

*NOTE: Educational officer applicant follows same steps as teachers, but submits application to supervisor.

5. OFFICE OF PERSONNEL SERVICES

- a. Negotiates with all parties for consummation of exchange.
- b. Processes appropriate forms and materials.
- c. Keeps applicant informed of the request status.
- d. Finalizes all exchanges by April 30.
- e. Forwards copy of Form 703b to employee.

Revised 9/1/70; Amended 1/73; Amended 10/74; Amended 6/86

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

MILITARY LEAVES FOR ACTIVE DUTY TRAINING

- A. Employees while on active duty for training with National Guard and Reserve units shall receive regular pay up to a maximum of fifteen working days per calendar year as provided by law. This does not apply to draftees or enlistees in the federal service.
- B. New hires who will be on annual active duty reserve training at the commencement of their employment are eligible for this leave, provided they have been appointed for at least six months of service.
- C. Employees on military leave with pay shall not suffer any loss of benefits.
- D. Employees returning from this leave are guaranteed reemployment rights and shall not be in any way prejudiced by reason of absence.
- E. When employees are called to active duty by official military orders a second time within a calendar year, employees may elect to use the fifteen working days of paid military leave of the succeeding calendar year within the current calendar year, provided that the following conditions are met:
 - 1. The fifteen working days of paid military leave for the current calendar year have been exhausted.
 - 2. The active duty call out is a second (or subsequent) call out in a calendar year.
 - 3. The first and second active duty call outs occur in different Federal fiscal years within the same calendar year, as indicated below. (The Federal fiscal year begins on October 1 of each year and ends on September 30.)

Leaves of absence - Military Leaves for
Active Duty Training (continued)

First call out must occur between: January 1 - September 30

Second (or subsequent) call outs
must occur between: October 1 - December 31

4. Military leave with pay which is advanced from the succeeding year for the current calendar year shall not exceed fifteen working days.

5. Employees shall agree in writing that their entitlements to fifteen working days of paid military leave of the succeeding year shall be cancelled by the number of days advanced for the current calendar year.

PROCEDURE: APPLYING FOR MILITARY LEAVE

REFERENCE: REGULATION #5410

FORM : PERSONNEL FORM 400a (REQUEST FOR LEAVE OF ABSENCE)

RESPONSIBILITIES:

1. TEACHER*

- a. Informs principal at least 60 calendar days before the reporting date for Annual Training (AT) or Active Duty for Training (ADT), or upon initial knowledge of date(s) of training activity.
- b. If applicable, informs principal in writing of intent to borrow leave days of up to fifteen working days with pay from the next calendar year. Agrees in writing that the Employee's entitlement to leave with pay in the next calendar year shall be cancelled by the same number of borrowed leave days.
- c. Informs principal of lesson plans, student evaluations, and other arrangements for activities scheduled during his/her absence.
- d. Submits four copies of Form 400a and military orders to principal prior to leave.
- e. Maintains an accurate accounting of days used for military leave.

2. PRINCIPAL

- a. Reviews and approves if above conditions are met by the employee.
- b. Maintains a record of military leaves.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Maintains a record of military leaves.

4. OFFICE OF PERSONNEL SERVICES

- a. Processes request and issues Form SF-5A.
- b. Maintains a record of military leaves.

Applying for Military Leave (continued)

*NOTE: Educational officer applicant follows steps outlined for teacher,
but submits application and military orders to supervisor for action.

Revised 9/1/70; Amended 1/73; Amended 10/74; Amended 11/88

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

SPECIAL SHORT-TERM LEAVES WITH PAY

A. Death or Critical Illness in Immediate Family

A maximum of three days' (three working days) leave with pay may be given upon the death or critical illness of any member of the employee's immediate family (five days if employee must go out of state).

1. In case of illness followed by death, employees taking one out-of-state trip are allowed up to a maximum of eight days (eight working days) of special leave with pay. Employees taking two out-of-state trips are allowed a maximum of five days (five working days) leave with pay for critical illness and/or five days (five working days) with pay for death.
2. Members of the immediate family are defined as husband or wife, children, parents, siblings, father-in-law or mother-in-law, grandparents and grandchildren. Any bona fide member of the household, whether relative or not, is considered to be a member of the immediate family.
3. A licensed physician must certify that such illness is critical. The recovery of the relative does not prejudice the claim of the employee for leave with pay.
4. If leave is asked because of serious sickness or death in the immediate family, the name and the exact relationship must be given; and in addition (if for a serious sickness in the immediate family),

Leaves of Absence - Special
Short-Term Leaves With Pay (continued)

a statement clearly setting forth the imperative need of the employee's presence at the bedside must accompany the leave request.

B. Funeral

An employee may be granted funeral leave with pay not to exceed one day to attend the funeral of a relative, not a member of the immediate family, when such absence is duly approved in writing by the principal and district superintendent.

C. Quarantine

In the case of a quarantine, a statement from a government physician or a licensed physician certifying that the employee's presence at work would endanger the health of the others, will entitle the employee to leave with pay during the period of endorsed absence.

D. Disaster

Leave with pay will be granted to employees who are prevented from reporting for duty because of disasters to protect their personal property.

E. PTA Convention

Teachers who are either state officers or officially elected delegates of the PTA may be permitted by the district superintendent to attend the annual PTA convention without loss of salary, provided that not more than one teacher from each school with a total staff of 40 or less and not more than two teachers from each school with a total staff of 41 or more will be excused in any one school year.

Leaves of Absence - Special
Short-Term Leaves With Pay (continued)

F. Mainland Conferences

Not more than five working days may be granted for special leaves of absence with pay to attend mainland professional conferences for professional growth and improvement. The applicant must submit the appropriate Out-of-State Travel Request thirty (30) days prior to departure in accordance with Department procedures.

G. Athletic Trips

1. Not more than one member of a school faculty may accompany an athletic team to another island when school time is involved except in the case of a football team, when two faculty members may accompany the team. This limit would not apply when no school time is involved such as weekends.
2. Not more than two regular members of a school faculty may accompany an athletic team to the mainland.
3. At least one regular faculty member should accompany the team on a mainland trip.

H. Honolulu Symphony and Honolulu Youth Theater Performers

1. Employees performing with the Honolulu Symphony or Honolulu Youth Theater at matinees for students may be granted leave of absence with pay not to exceed a total of 10 working days, provided such employees do not receive compensation for their performance.
2. If such performance is with compensation, the leave shall be without pay.

I. Other Activities Sponsored by the Department

Employees may be granted leave with pay to attend duly authorized Department sponsored activities when their services are required.

Leaves of Absence - Special
Short-Term Leaves With Pay (continued)

J. Pre-Induction Physical Examination Leave

An employee is eligible for leave with pay to undergo physical examination prior to induction into the armed forces.

K. Department-Directed Medical Reexamination

When a medical reexamination is directed by the Department, the employee concerned shall be granted leave with pay for the period involved.

L. Department-Directed Leave

The immediate supervisor may, in the best interest of the students or for the good of the Department, immediately relieve an employee by placing that employee on leave with pay for a period not to exceed 10 working days. Further leave may be authorized by the Superintendent.

M. Family Leave

An employee may be granted family leave due to the birth of an employee's child, adoption of a child, or for care of an employee's immediate family member with a serious health condition which is defined as an acute, traumatic, or life-threatening illness; injury; or impairment which involves treatment or supervision by a health care provider. The employee is entitled to four (4) weeks (equivalent to 20 workdays) of leave taken consecutively or intermittently during the school year. Family leave is not cumulative from year to year. Employees may use accumulated sick leave or vacation leave or a combination of these leaves for this requested leave with pay. Family leave without pay may also be requested by using existing leave without pay procedures provided for in Procedure #5401.1.

PROCEDURE: IMPOSING DEPARTMENT-DIRECTED LEAVE WITH PAY

REFERENCE: REGULATION #5411

FORM : PERSONNEL FORM 400a (REQUEST FOR LEAVE OF ABSENCE)

RESPONSIBILITIES:

1. IMMEDIATE SUPERVISOR

- a. After observation and/or obtaining sufficient evidence warranting this type of action, makes recommendation to district superintendent/assistant superintendent.
- b. After receiving verbal approval from district superintendent/assistant superintendent, confers with and places employee on leave of absence with pay for a period not exceeding ten working days. Completes request for leave form for the employee and distributes as directed on the form.
- c. Insures that the employee understands the conditions of the leave which may include activities other than just remaining off the job.
- d. If it is necessary to require a medical examination, follows Procedure #5100.2.

2. DISTRICT SUPERINTENDENT/ASSISTANT SUPERINTENDENT

- a. Acts on recommendation of immediate supervisor.
- b. Informs Office of Personnel Services of action taken.
- c. Processes leave form.

3. OFFICE OF PERSONNEL SERVICES

Processes leave with pay.

Adopted 9/1/70; Amended 1/73; Amended 10/74; Amended 6/86

PROCEDURE: APPLYING FOR SPECIAL SHORT-TERM LEAVES WITH PAY

REFERENCE: REGULATION #5411

FORM : PERSONNEL FORM 400a (REQUEST FOR LEAVE OF ABSENCE)

Types of Special Short-Term Leaves:

1. Death or critical illness in immediate family
2. Funeral
3. Quarantine
4. Pre-Induction
5. Disaster
6. PTA Convention
7. Mainland Conferences*
8. Athletic Trips*
9. Honolulu Symphony and Honolulu Youth Theater Performers
10. Other activities approved by the Department

RESPONSIBILITIES:

1. TEACHER**

- a. Submits four copies of Form 400a to principal.
- b. Reviews Form 400a and regulations dealing with the specific leave for further details.

2. PRINCIPAL

- a. Reviews regulation dealing with specific leave.
- b. Recommends approval or disapproval of request and forwards all copies to district superintendent within three days upon receipt of request.
- c. Attaches form to Record of Attendance and sends to payroll at the end of the month.

*NOTE: All leave requests involving out-of-state travel to Department approved conferences and school activity trips must include Form 437, Proposed Out-of-State Travel. See out-of-state manual, "Policies and Procedures Covering Official Travel and Transportation Expenses for Department of Education."

**NOTE: Educational officer applicants follow same steps as for teachers, but submit application to supervisor.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

- a. Insures that leave request conforms to applicable regulations.
- b. Approves or disapproves request and distributes as directed on form.

4. OFFICE OF PERSONNEL SERVICES

Processes request.

Revised 9/1/70; Amended 1/73; Amended 10/74; Amended 6/86

PROCEDURE: APPLYING FOR FAMILY LEAVE WITH PAY

REFERENCE: REGULATION #5411

FORM : PERSONNEL FORM 400a (APPLICATION FOR LEAVE OF ABSENCE)

RESPONSIBILITIES:

TEACHER

1. Completes Form 400a - Application for Leave of Absence.

Indicate type(s) of leave(s) being used when applying for Family Leave with Pay. The appropriate suffix should be used when combining leaves.

Example: Family Leave-S indicates using accumulated sick leave days on Form 400a, Application for Leave of Absence; use "13" for Type of Leave Code. Family Leave-V indicates using accumulated vacation days which are applicable to 12-month certificated employees.*

2. Submits to principal four (4) copies of Form 400a at the earliest time possible to minimize disruption of services to students and to ensure continuity of work flow.
3. Provides explanation for the leave as appropriate.

PRINCIPAL

1. Reviews leave request for conformance with provisions of applicable regulations and guidelines.
2. Examines the best arrangement or combination of leaves for the teacher and students; the particular circumstances; advises the teacher of the most appropriate course of action and arrives at a joint decision.
3. Communicates the decision as approved on the forms.
4. Forwards Application for Leave of Absence directly to the District Office.
5. Notes leave return date and maintains school's records.

DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Acts on recommendation of immediate supervisor and maintains records, as appropriate.

OFFICE OF PERSONNEL SERVICES

Provides technical assistance and maintains personnel records of leaves.

*12-month certificated employees use Form G-1, Application for Leave of Absence. Complete separate forms for each type of leave. The following codes should be used for reasons for Family Leave With Pay: "13" when charged to sick leave; "23" when charged to vacation; "93" when charged to leave without pay.

NOTE: Educational officers follow steps outlined for teachers, but submit application to supervisor for action.

Adopted 11/92

5400-78(b)

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

TIME OFF DIRECTED BY EXECUTIVE ORDER

On occasion, with little advanced notice, the President of the United States and/or the Governor of the State of Hawaii may declare administrative time off by Executive Order. Such administratively declared time off shall be considered working time for the purposes of employee leave and pay administration.

Employees on sick leave or annual vacation during the period of declared administrative time off shall have such absence charged to administrative leave.

Employees who are required to work (to maintain essential services) shall be granted equivalent time off on another day.

NOTE: This regulation applies to 10-month employees only for days when school is in regularly scheduled session.

Adopted 9/1/70; Reviewed 1/73; Amended 10/74; Amended 6/86

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

JURY AND WITNESS LEAVE

A. Eligibility

Any employee of the Department who is summoned as a witness or juror in any judicial proceeding shall be entitled to a leave of absence with pay for the period required for such service.

B. Employment of Substitute

A substitute may be employed for a classroom teacher who serves as juror or witness in court.

C. Leave Not Allowed

Leave of absence with pay is not authorized when the employee appears as a witness in judicial proceedings involving or arising from outside employment or personal business affairs.

D. Requirement

The employee must show summons or proof in writing of being selected for witness or jury duty.

PROCEDURE: APPLYING FOR JURY AND/OR WITNESS DUTY LEAVE

REFERENCE: REGULATION #5413

FORMS : PERSONNEL FORM 400a (REQUEST FOR LEAVE OF ABSENCE)

RESPONSIBILITIES:

1. EMPLOYEE

- a. Shows proof in writing to immediate supervisor that the employee has been summoned as a witness or juror.
- b. Submits four copies of Form 400a to immediate supervisor.

2. PRINCIPAL/SUPERVISOR

- a. Reviews Administrative Regulation #5413 with employee, particularly section on ELIGIBILITY, and discusses implications of leave with pay and leave without pay.
- b. Approves or disapproves request and distributes as indicated on Form.
- c. Employs a substitute for classroom teacher upon approval of leave request.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Processes request.

4. OFFICE OF PERSONNEL SERVICES

Processes request.

Revised 9/1/70; Amended 1/73; Amended 10/74; Amended 6/86

LEAVES OF ABSENCE
ADMINISTRATIVE REGULATIONS

PERSONAL LEAVE (TEN-MONTH CERTIFICATED EMPLOYEES)*

A. Limitations

1. Personal leave with pay shall be limited to two working days in the school year.
2. This leave shall not be cumulative from year to year.

B. Leave Notification

Advance notice of at least twenty-four hours must be given by an employee making a request for this leave if possible.

C. Employment of Substitute Teacher

The principal may employ a substitute teacher to take the class or classes of the employee while on leave under this policy.

*NOTE: Not to be implemented until funds are available.



PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

POLICY

The Department shall establish and maintain a continuous program designed to ensure optimal employee-employer relations and morale in order to provide the most desirable environment for the development and education of all students. The program shall be structured to encompass, but not be limited to, the establishing and maintaining of a communication and informational system to alleviate employee dissatisfaction and concerns; the counseling of employees relative to present and future benefits as provided in federal and state programs; and in the recognition of employee services and their contributions.

EMPLOYEE COMMUNICATION AND INFORMATIONAL PROGRAM

The Department shall develop and maintain a communication and information program which provides for the establishment of a system to update and revise the School Code, and to develop new and/or revised informational materials for distribution to employees.

EMPLOYEE COUNSELING PROGRAM

The Department shall develop and maintain an employee counseling program encompassing, but not limited to, pre-retirement, post-retirement, health fund benefits, tax sheltered annuity, grievances and other activities calling for counseling services.

INCENTIVE AND SERVICE AWARDS PROGRAM

The Department shall establish and maintain a structured program of awards and incentives as prescribed by the State to recognize years of service and achievements of employees of the Department.

Personnel Relations and
Employee Benefits - Policy (continued)

EMPLOYEE ORGANIZATIONS AND COLLECTIVE BARGAINING

The Department recognizes the right of its employees to join, or refrain from joining, any lawful employee organization. It also recognizes the right of eligible employees to participate in the affairs of a bona fide bargaining unit to the extent that may be consistent with law and regulation. The Department further acknowledges the right of lawfully designated employee organizations to serve as exclusive representative in negotiating on behalf of Department employees.

Revised 9/1/70; Amended 10/74; Amended 6/86

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

ORIENTATION

The Department shall establish and maintain an orientation program designed to inform employees and assist them in adjusting to their new positions.

Revised 9/1/70; Amended 10/74; Reviewed 6/86

PROCEDURE: IMPLEMENTING ORIENTATION PROGRAM

REFERENCE: REGULATION #5500

FORM : NONE

RESPONSIBILITIES:

1. TEACHER

- a. Attends orientation meetings as scheduled by the district superintendent and the principal.
- b. Confers with the principal.
- c. Confers with the principal or designated staff member on matters of concern to teacher.

2. PRINCIPAL

- a. Informs all staff members of the orientation program (dates, time, agenda, etc.).
- b. Conducts the school orientation program.

3. DISTRICT SUPERINTENDENT

- a. Informs all teachers of the district orientation program (dates, time, agenda, etc.).
- b. Conducts the district orientation program.

4. OFFICE OF PERSONNEL SERVICES

- a. Plans a statewide orientation program.
- b. Develops informational material and makes them available to State Office, district superintendents and principals.
- c. Disseminates guidelines and information to district superintendents and assistant superintendents.
- d. Serves as resource to State offices and districts in their orientation program.

Revised 9/1/70; Reviewed 10/74; Reviewed 6/86

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

INCENTIVE AND SERVICE AWARDS

A. Purpose

The Department of Education shall develop and maintain an incentive and awards program in accordance with the policies promulgated by the State of Hawaii. It shall provide for the recognition of employees who by their suggestions, inventions, superior accomplishments or other personal efforts, including length of service, contribute to the efficiency, economy or other improvement of government operations, or who perform exceptionally meritorious special acts or services in the public interest in connection with or related to their official employment.

B. Incentive Awards Committees

1. State and District Incentive Awards Committees

There shall be an incentive awards committee established for the state level and in each of the districts for the purpose of considering recommendations arising in their respective jurisdictions for the various awards. The state level committee shall be appointed by the Deputy Superintendent and the district committees shall be appointed by the district superintendents. Each committee shall consist of not less than five members. A student representative shall be invited to serve on each of the district committees.

Personnel Relations and Employee
Benefits - Achievement, Suggestion
and Service Awards (continued)

2. Department of Education (DOE) Incentive Awards Committee

There shall be a DOE INCENTIVE AWARDS COMMITTEE to consider nominees for the Department Employee of the Year Award. The DOE Incentive Awards Committee shall consist of not less than five members appointed by the Superintendent. This committee shall select its nominee for the Department Employee of the Year Award from the individual state and district level Superior Accomplishment and Exceptional Achievement Award recipients. This committee will consider only one (1) nominee from each of the eight (8) incentive awards committees for the Department Employee of the Year Award.

C. Types of Awards

1. Department Employee of the Year Award

This is the highest award bestowed upon an employee in the Department of Education. It recognizes outstanding performance or achievements of an employee attained over a period of years to the point where the employee is recognized by peers and superiors as being, in every sense, an exceptional employee. Recognition of such an employee is provided by the presentation of a certificate, the inscription of his/her name on a perpetual plaque, no less than \$200.00 cash and the designation as the Department's candidate for the Governor's Award for Distinguished State Service.

Personnel Relations and Employee
Benefits - Achievement, Suggestion
and Service Awards (continued)

2. Special Act or Service Award*

This award is given to an employee for an extraordinary non-recurring contribution related to or associated with official employment, performed in the public interest and/or contributing to the extraordinary provision of government services.

NOTE: This award is in recognition of an act of valor or heroism, unusual coverage or competence in an emergency while on duty, or sustained provision of public services during a crisis or disaster.

3. Superior Accomplishment and Exceptional Achievement*

This honor is given for distinguished service through consistent superior work performance of not less than 12 consecutive months of the current contest year. Recommendations must indicate specific performance excellence and should not be limited to annual or periodic performance reviews. Superior accomplishments may include:

- a. Significant improvements in public service or substantial financial savings to the State.
- b. Significant contributions to social or technological progress.
- c. Development of a scientific or technological project of considerable importance or impact.
- d. Imaginative or creative solutions to difficult government problems.
- e. Active interest and participation in professional and community affairs.

*NOTE: Presentation of awards involving expenditure of money is dependent on availability of funds.

Personnel Relations and Employee
Benefits - Achievement, Suggestion
and Service Awards (continued)

- f. Demonstration of integrity and dedication to public service.
- g. A record of competence; other evidence of sustained efficiency and promotions.

Recognition is provided by presentation of a certificate and a cash award of no less than \$100.00.

An employee may not be granted more than one superior accomplishment and exceptional achievement award during a twelve-month period.

4. Suggestion Award*

This award is given to employees who submit suggestions that increase efficiency and/or economy in the Department by:

- a. Improving the quality of a service, method, procedure, equipment, performance of equipment, protection of property, safety and health, working conditions and/or employee morale.
- b. Economically combining operations, procedures, methods, records, reports and/or forms.
- c. Eliminating unnecessary work, duplication, breakage, waste, fire, health and accident hazards.
- d. Devising new tools, equipment, machines, methods, processes and application of ideas.
- e. Saving human resources, money, materials, time and space.
- f. Reducing the cost of materials and services.

*NOTE: Presentation of awards involving expenditure of money is dependent on availability of funds.

Personnel Relations and Employee
Benefits - Achievement, Suggestion
and Service Awards (continued)

An employee whose normal job duties include devising ways to improve the economy and efficiency of operations is not eligible unless such employee makes a contribution beyond the scope of the employee's duties.

Where two or more employees are involved in a single suggestion, only a single award shall be made to be divided by the participants. Suggestions shall be considered based on the criteria, and awards shall be provided in accordance with State of Hawaii policies.

5. Length of Service Award*

This award is presented to all employees for the anniversary of their 10th, 20th, 30th, 40th and 50th years of creditable service with the State. The award consists of an appropriate pen and a certificate.

6. Retirement Award*

All employees who retire after ten or more years of creditable service are eligible for an award based on 10, 20, 30, 40 or 50 years of creditable service. The award consists of a cash award or wooden bowl based on the employee's choice.

7. Departmental Nomination for State Manager of the Year Award

a. A state manager is an employee who:

- (1) Occupies a non-bargaining unit position.
- (2) Is assigned responsibility for planning, organizing and controlling one or more programs which contribute significantly to the overall mission of the agency or department.

*NOTE: Presentation of awards involving expenditure of money is dependent on availability of funds.

Personnel Relations and Employee
Benefits - Achievement, Suggestion
and Service Awards (continued)

- (3) Is authorized to select and/or effectively recommend alternative strategies for program accomplishment, including the mix and levels of resources (workforce, money, machines, materials and methods) and their utilization EXCEPT officers and employees whose salaries are established by statute, such as heads of departments and their deputies.
- b. Any state manager who has been employed continuously in a supervisory position for not less than 12 consecutive months is eligible for nomination.
- c. A former manager may be eligible if the nomination is made for the award year of employee's full employment.
- d. An employee previously nominated may be renominated provided employee was not selected State Manager of the Year within the last five (5) years, e.g., an employee who received the 1982 State Manager of the Year Award would be eligible for renomination in 1988.
- e. The following criteria may be applied in the selection of nominees:
- (1) Outstanding and consistent successes in performing the management functions of his/her job (plan, organize, control).
 - (2) Maintain a cooperative, cohesive team of motivated employees through professional management.
 - (3) Development of people in the work group to improve performance, increase knowledge and prepare for advancement.
 - (4) Leadership and participation in developing and implementing innovative programs contributing to improved public service.

Personnel Relations and Employee
Benefits - Achievement, Suggestion
and Service Awards (continued)

(5) Ability to make decisions and perceive internal and external relationships directed toward the achievement of organizational goals.

f. No awards are made at the departmental level; the departmental nomination is submitted for Governor's Award for State Manager of the Year.

8. Letters of Appreciation

Any employee may prepare an official letter of appreciation. A letter of appreciation is prepared when an individual performs a work-connected act(s) which involves an effort not required in the normal pursuit of his/her official duties. The act(s) need not be outstanding. Notable extra diligence, effort, thoughtfulness, reliability, etc., on the part of an individual may merit an official letter of appreciation.

9. Letters of Commendation

Any supervisor may prepare a letter of commendation for any employee who has performed work under the supervisor's direction. A letter of commendation is prepared when an employee performs a work-connected act(s) that is exceptionally well done.

Adopted 9/1/70; Amended 10/74; Amended 7/77; Amended 8/90 (Page 5500-14 deleted in 8/90 revision)

PROCEDURE: PROCESSING SUPERIOR ACCOMPLISHMENT AND EXCEPTIONAL ACHIEVEMENT AWARD AND DEPARTMENT EMPLOYEE OF THE YEAR AWARD

REFERENCE: REGULATION #5501

FORM : DPS FORM 515 (ISAP 1) NOMINATION FORM

RESPONSIBILITIES:

1. PRINCIPAL OR DISTRICT/STATE SUPERVISOR

Recommends nominee for the Superior Accomplishment and Exceptional Achievement Award to district/state level incentive awards committee (as applicable) on DPS Form 515 (ISAP 1) by April 1.

2. DISTRICT/STATE LEVEL INCENTIVE AWARDS COMMITTEE

a. Reviews all nominations for the Superior Accomplishment and Exceptional Achievement Award.

b. Recommends one (1) candidate to the district superintendent/deputy superintendent (as applicable for the Superior Accomplishment and Exceptional Achievement Award).

3. DISTRICT SUPERINTENDENT/DEPUTY SUPERINTENDENT

a. Selects the recipient of the Superior Accomplishment and Exceptional Achievement Award.

b. Forwards the name of the Superior Accomplishment and Exceptional Achievement Award recipient and DPS Form 515 (ISAP 1) to the Incentive Awards Committee by May 1 for consideration for the Department Employee of the Year Award.

4. DOE INCENTIVE AWARDS COMMITTEE

a. Reviews all nominations for the Department Employee of the Year Award.

b. Recommends to the Superintendent the candidate for the Department Employee of the Year Award.

5. SUPERINTENDENT

- a. Approves or disapproves the recommendation of the DOE Incentive Awards Committee.
- b. Presents award to employee with appropriate ceremony and publicity.
- c. Submits the name of the Department Employee of the Year Award recipient as the Department's nominee for the Governor's Award.

6. OFFICE OF PERSONNEL SERVICES

- a. Provides the necessary staff support for the DOE Incentive Awards Committee.
- b. Submits appropriate reports to the Department of Personnel Services.

Revised 9/1/70; Reviewed 10/74; Amended 7/77; Amended 6/86

PROCEDURE: PROCESSING LENGTH OF SERVICE AWARD

REFERENCE: REGULATION #5501

FORM : NONE

RESPONSIBILITIES:

1. OFFICE OF PERSONNEL SERVICES

Annually identifies those who qualify by March 1.

2. PRINCIPAL

Makes the presentation before school closes.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Presents awards at the end of the quarter in which they are earned.

4. SUPERINTENDENT

Submits 10-, 20-, 30-, 40- and 50-year service certificates to the Governor for signature.

Revised 9/1/70; Reviewed 10/74; Amended 7/77; Amended 6/86

PROCEDURE: PROCESSING SUGGESTIONS AWARD

REFERENCE: REGULATION #5501

FORM : DPS FORM 515 (ISAP 2) (SUGGESTION FORM)

RESPONSIBILITIES:

1. EMPLOYEE

Submits suggestion on DPS Form 515 (ISAP 2) to appropriate incentive awards committee (district or state level).

2. INCENTIVE AWARDS COMMITTEE (DISTRICT OR STATE LEVEL)

a. Reviews proposal; requests additional information when required and obtains expert opinion.

b. Determines whether suggestion is practical and should be implemented.

c. Estimates possible monetary savings.

d. Submits suggestion to the DOE Incentive Awards Committee with recommendations.

3. DOE INCENTIVE AWARDS COMMITTEE

a. Receives suggestions from district incentive awards committees and state level incentive awards committee.

b. Reviews the suggestions and recommendations of the incentive awards committees.

c. Submits recommendation for the recipient of the suggestion award to the Superintendent.

4. SUPERINTENDENT

a. Approves/disapproves recommendation(s) of the DOE Incentive Awards Committee.

b. Presents appropriate award(s) to employee(s) with appropriate ceremony and publicity.

c. Submits recommendation to DPS for review by State Central Review
Committee.

Revised 9/1/70; Amended 10/74; Amended 7/77; Amended 6/86

PROCEDURE: PROCESSING SPECIAL ACT OR SERVICE AWARDS

REFERENCE: REGULATION #5501

FORM : DPS FORM 515 (ISAP 2) SUGGESTION FORM

RESPONSIBILITIES:

1. EMPLOYEE/PRINCIPAL/DISTRICT/STATE SUPERVISOR

Recommends nominee to district/state level incentive awards committee by April 1.

2. DISTRICT/STATE LEVEL INCENTIVE AWARDS COMMITTEE

Reviews and recommends nominees for the Special Act or Service Award to the district superintendent/deputy superintendent as applicable.

3. DISTRICT SUPERINTENDENT/DEPUTY SUPERINTENDENT

a. Accepts or rejects recommendations of the district/state level incentive award committees.

b. Presents Special Act or Service Award to employees with appropriate ceremony and publicity.

Adopted 7/77; Amended 6/86

PROCEDURE: PROCESSING RETIREMENT AWARD

REFERENCE: REGULATION #5501

FORM : MEMORANDUM

RESPONSIBILITIES:

1. OFFICE OF PERSONNEL SERVICES

- a. Informs employee of eligibility for a retirement award.
- b. Receives indication of employee's choice of either a wooden bowl or monetary gift.
- c. Sends employee's choice to the school/office for presentation with appropriate ceremony to the employee.

2. EMPLOYEE

Chooses either a wooden bowl or a monetary gift for a retirement award and notifies the Office of Personnel Services.

3. SUPERVISOR

Presents award to the employee with appropriate ceremony.

Adopted 7/77; Amended 6/86

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

EMPLOYEE PERQUISITES

A. Provisions

Perquisites are things furnished or services rendered to an employee which have value to the employee by reducing the employee's personal expense. The Government of the State of Hawaii provides some of its employees with job related incidentals such as living quarters, utilities, meals, laundry services and the use of State-owned motor vehicles at a reduced cost or without cost.

B. Justification for Perquisites

An employee of the Department will be provided perquisites within the framework of the State's policy when the receipt of such perquisites are directly related to the employee's duties and responsibilities. Provisions for perquisites must be justified as being in the best interests of the Department. There must be a clear and reasonable assurance that the provision of perquisites will enable an employee to discharge his/her duties more effectively. No provision shall be made when it is for the convenience or benefit of the employee alone.

Adopted 9/1/70; Amended 10/74; Reviewed 6/86

PROCEDURE: ESTABLISHING EMPLOYEE PERQUISITES

REFERENCE: REGULATION #5502

FORMS : FORM P-1-64 (DEPARTMENTAL POLICY ON PERQUISITES)

FORM P-2-64 (EMPLOYEE PERQUISITE RECORD)

FORM P-3-64 (AUTHORIZATION FOR EXEMPTION FROM PERQUISITE POLICY)

RESPONSIBILITIES:

1. PRINCIPAL

Submits Form P-2-64 through channels to the Office of Personnel Services so as to arrive not later than September 1.

2. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Recommends policy on perquisites to Superintendent.

3. SUPERINTENDENT

Recommends policy on perquisites to the Board.

4. BOARD OF EDUCATION

Establishes Department policy on perquisites.

5. OFFICE OF PERSONNEL SERVICES

a. Submits two copies of Form P-1-64 (Departmental Policy on Perquisites) to State Director of Personnel Services.

b. Submits two copies of Form P-2-64 (Employee Perquisite Record) to State Director of Personnel Services.

c. Submits two copies of Form P-3-64 (Authorization for Exemption from Perquisite Policy) to State Director of Personnel Services when requesting exemptions from the provisions of Administrative Directive #7.

d. Files a copy of each of the forms upon completed action by State Director of Personnel Services.

- e. Updates and reviews each form every twelve months in conjunction with State Director of Personnel Services.

Revised 9/1/70; Amended 10/74; Reviewed 6/86

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS
ADMINISTRATIVE REGULATIONS

HAWAII PUBLIC EMPLOYEES' HEALTH FUND

A. Eligibility

Individuals employed for at least three months serving in positions requiring not less than one-half of full-time equivalent, shall be eligible for benefits provided by the Hawaii Public Employees Health Fund.

B. Department Responsibility

The Department shall keep employees informed on enrollment benefits and coverages as prescribed by the Hawaii Public Employees Health Fund.

C. Enrollment

Application for enrollment shall be made on the forms and within the deadlines prescribed by the Hawaii Public Employees Health Fund Office.

PROCEDURE: ENROLLMENT, NON-ENROLLMENT AND TERMINATION OF HEALTH, DENTAL AND LIFE INSURANCE PLANS

REFERENCE: REGULATION #5503

FORMS : E-1 (MEDICAL, DENTAL, GROUP LIFE INSURANCE), E-5 (MEDICARE SUPPLEMENTAL), D-63 (MEDICAL PLAN INSURANCE DEDUCTION AUTHORIZATION) (AVAILABLE IN STATE OFFICE OF PERSONNEL SERVICES, EMPLOYEE BENEFITS SECTION)

RESPONSIBILITIES:

1. EMPLOYEE

a. Enrollment in plan -

(1) Completes forms:

(a) Health - Forms E-1 and D-63

(b) Dental - Form E-1

(c) Group Life Insurance - Form E-1

(2) Submits completed forms to:

Department of Education
Office of Personnel Services
Employee Benefits Section
P. O. Box 2360
Honolulu, Hawaii 96804

b. Non-enrollment in plan -

(1) Completes form:

(a) Medical - Form E-1

(b) Dental - Form E-1

(c) Group Life Insurance - Form E-1

(2) Submits completed form to:

Department of Education
Office of Personnel Services
Employee Benefits Section
P. O. Box 2360
Honolulu, Hawaii 96804

c. Termination of plan -

(1) Completes form(s):

(a) Medical - Forms E-1 and D-63

(b) Dental - Form E-1

(c) Group Life Insurance - Form E-1

(2) Submits completed form(s) to:

Department of Education
Office of Personnel Services
Employee Benefits Section
P. O. Box 2360
Honolulu, Hawaii 96804

2. PRINCIPAL (OR OTHER SUPERVISOR)

a. Makes health, dental and insurance literature available to employees.

b. Effects necessary distribution to employees.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

a. Makes health, dental and insurance literature available to district
or State employees.

b. Effects necessary distribution to employees.

4. OFFICE OF PERSONNEL SERVICES

Reviews and transmits completed forms to Hawaii Public Employees Health
Fund Office. Maintains master card for every Department of Education
employee noting plans enrolled in.

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

WORKERS' COMPENSATION

All employees of the Department and students or volunteer adults assigned work which is of benefit to the Department are eligible for benefits under the State Workers' Compensation Act.

Revised 9/1/70; Amended 10/74; Amended 6/86

PROCEDURE: FOR SCHOOLS, DISTRICT AND STATE OFFICES ON OAHU
APPLYING FOR WORKERS' COMPENSATION BENEFITS

REFERENCE: REGULATION #5504

FORMS : WC-1 (EMPLOYER'S REPORT OF INDUSTRIAL INJURY)
WC-2 (PHYSICIAN'S REPORT)
DOE-WC-1 (NOTIFICATION AND ELECTION OF COMPENSATION FOR
INDUSTRIAL INJURY)
WC-3 (CARRIER'S CASE REPORT)

NOTE: *Effective October 2, 1989, all workers' compensation claims filed by Department of Education (DOE) employees on Oahu became the responsibility of the Department of Personnel Services (DPS), Workers' Compensation (WC) Division. Unless otherwise informed by DPS-WC, the procedures outlined herein are applicable.

RESPONSIBILITIES:

1. EMPLOYEE

- a. Informs supervisor of personal injury on the job, caused either by accident or disease.
- b. Informs the attending physician of work-related injury or illness and requests that physician's report (WC-2) be sent to the supervisor's office.

2. PRINCIPAL OR SUPERVISOR

- a. Assists employees on all matters pertinent to workers' compensation benefits.
- b. Notifies the Department of Labor, Disability Compensation Division by telephone or personally within 48 hours of all injuries resulting in death.

- c. Prepares original and five copies of Form WC-1, Employer's Report of Industrial Injury, within seven days from notification; retains one copy for school/office file; sends original and four copies to:

Department of Personnel Services
Workers' Compensation Division
345 Queen Street, 5th Floor
Honolulu, Hawaii 96813

- d. Prepares original and two copies of DOE-WC-1; when employee is disabled from work due to Workers' Compensation injury and verification is provided by attending physician, submits original and one copy to DPS-WC; retains one copy for school/office file.
- e. Submits original and one copy of physician's bill to DPS-WC; retains one copy for school/office file.
- f. Submits original and one copy of Form WC-2, Physician's Report received from physicians to DPS-WC; retains one copy for file.
- g. Files one copy of Form WC-3 upon receipt from DPS-WC and distributes second copy to employee.

3. DEPARTMENT OF PERSONNEL SERVICES, WORKERS' COMPENSATION DIVISION

- a. Receives Forms WC-1, WC-2, DOE-WC-1, physicians' bills and all other documents related to workers' compensation from schools, district and state offices on Oahu.
- b. Manages workers' compensation cases of DOE employees in DOE work sites on Oahu, responds to inquiries and requests from claimants, their representatives, supervisors and other agencies regarding status of benefits.

c. Processes payments for workers' compensation benefits: Temporary Total Disability (TTD), Permanent Partial Disability (PPD), Permanent Total Disability (PTD), medical services, supplies, etc. through the Office of Business Services.

4. OFFICE OF BUSINESS SERVICES

a. Processes the DOE-WC-1 received from Workers' Compensation Division, Department of Personnel Services in the following manner:

- (1) Computes payment reflecting proper charges to Workers' Compensation Fund and sick leave pay,
- (2) Adjusts sick leave records to reflect proper charges,
- (3) Attaches original to Payroll Change Schedule and forwards to Comptroller,
- (4) Files one copy,
- (5) Forwards four copies of completed DOE-WC-1 forms to the Department of Personnel Services, Workers' Compensation Division.

b. Processes the original and two copies of the "adjusted" vendor's bill to Vouchering Section in the following manner:

- (1) Prepares Summary Warrant Voucher,
- (2) Attaches original and one copy of vendor's bill to original Summary Warrant Voucher and forwards to the Comptroller,
- (3) Attaches one copy of vendor's bill to copy of the Summary Warrant Voucher and file.

c. Processes the original and two copies of the Expenditure Voucher from the district or assistant superintendent in the following manner:

- (1) Prepares the Summary Warrant Voucher, attaches the original and one copy of the Expenditure Voucher and forwards to the Comptroller,
- (2) Attaches a copy of the Summary Warrant Voucher with a copy of the Expenditure Voucher and files.

Adopted 9/1/70; Amended 10/74; Amended 11/88; Amended 11/90

PROCEDURE: FOR NEIGHBOR ISLAND SCHOOLS & DISTRICT OFFICES
APPLYING FOR WORKERS' COMPENSATION BENEFITS

REFERENCE: REGULATION #5504

FORMS : WC-1 (EMPLOYER'S REPORT OF INDUSTRIAL INJURY)
WC-2 (PHYSICIAN'S REPORT)
DOE-WC-1 (NOTIFICATION AND ELECTION OF COMPENSATION FOR
INDUSTRIAL INJURY)
WC-3 (CARRIER'S CASE REPORT)

RESPONSIBILITIES:

1. EMPLOYEE

- a. Informs supervisor of personal injury on the job, caused either by accident or disease.
- b. Informs the attending physician of work-related injury or illness and requests that physician's report (WC-2) be sent to the supervisor's office.

2. PRINCIPAL OR SUPERVISOR

- a. Assists employees on all matters pertinent to workers' compensation benefits.
- b. Notifies the Department of Labor by telephone or personally within 48 hours of all injuries resulting in death.
- c. Prepares four copies of Form WC-1, Employer's Report of Industrial Injury, within seven days from notification. Distribution is:
 - (1) Three - District Office
 - (2) One - School.
- d. Submits original and one DOE-WC-1 to District Office when employee is disabled from work due to Workers' Compensation and verification is provided by attending physician.

- e. Submits physician's bill with Form WC-2, Physician's Report, in four copies as follows:
 - (1) Three - District Office.
 - (2) One - School.
- f. Files one copy of Form WC-3 upon receipt from District Office and distributes second copy to employee.

3. NEIGHBOR ISLAND DISTRICTS

- a. Assists all units within their area of responsibility in the proper processing of and securing of workers' compensation benefit claims for employees.
- b. Checks for accuracy and completeness of Form WC-1 (Employer's Report of Industrial Injury) as submitted by the employee's unit supervisor. Forwards original and three copies to AIRS (Accident Information and Reporting System). Files one copy.
- c. Forwards one copy of WC-2 (Physician's Report) to Workers' Compensation Division. Files one copy.
- d. Requests three copies of DOE-WC-1 from the unit supervisor if Temporary Total Disability is awarded. Completes appropriate portion of DOE-WC-1 and forwards two copies to DOE-Payroll. Forwards returned copies of DOE-WC-1 to the unit supervisor, AIRS, and files one copy.
- e. Processes copies (five) of vendor's bill/statement:
 - (1) Makes necessary adjustments to the bills in accordance with the Workers' Compensation Medical Fee Schedule.
 - (2) Requests proper coding and evaluation reports from the vendor when necessary. Prepares Payment Coding Input (original + two copies).

(3) Distributes as follows:

- (a) Returns two copies. One copy for school or unit and one for employee,
- (b) Files one copy with case file,
- (c) Forwards original and one copy to Office of Business Services, Vouchering Section, with Payment Coding Input Form.

f. Prepares expenditure voucher (three copies), upon receipt of Decision from Department of Labor, for payment of claims award, such as TTD, PTD, PPD, disfigurement, etc. Distributes as follows:

- (1) Forwards original and one copy to Office of Business Services, Vouchering Section,
- (2) Files one copy.

g. Prepares six copies of WC-3, Carrier's Case Report (Year End Report or Final Report). Distributes as follows:

- (1) Forwards original and one copy to Workers' Compensation Division,
- (2) Forwards one copy to school/office and employee,
- (3) Files two copies.

h. Maintains a case file for each claim filed against the State.

i. Attends hearings as scheduled by the Workers' Compensation Division.

j. Performs liaison and follow-up services to employee's claims.

4. OFFICE OF BUSINESS SERVICES

a. Processes the six copies of the DOE-WC-1 in the following manner:

- (1) Computes payment reflecting proper charges to Workers' Compensation Fund and sick leave pay,
- (2) Adjusts sick leave records to reflect proper charges,
- (3) Adjusts original to Payroll Change Schedule and forwards to Comptroller,

- (4) Files one copy,
 - (5) Forwards four copies of completed DOE-WC-1 forms to the Department of Personnel Services.
- b. Processes the original and two copies of the "adjusted" vendor's bill to Vouchering Section in the following manner:
- (1) Prepares Summary Warrant Voucher,
 - (2) Attaches original and one copy of vendor's bill to original Summary Warrant Voucher and forwards to the Comptroller,
 - (3) Attaches one copy of vendor's bill to copy of the Summary Warrant Voucher and file.
- c. Processes the original and two copies of the Expenditure Voucher from the district or assistant superintendent in the following manner:
- (1) Prepares the Summary Warrant Voucher, attaches the original and one copy of the Expenditure Voucher and forwards to the Comptroller,
 - (2) Attaches a copy of the Summary Warrant Voucher with a copy of the Expenditure Voucher and files.

Adopted 11/13/90;

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

EMPLOYEES' RETIREMENT SYSTEM

A. Mandatory Membership

Employees appointed for any period exceeding three months, serving in positions requiring at least one-half of full-time equivalent, are members of the Employees' Retirement System under a contributory or non-contributory retirement plan as prescribed by state statutes effective the date of employment.

B. Employees' Retirement System Plans

1. Contributory Retirement Plan

a. Membership

Employees hired after July 1, 1945 and up to June 30, 1984 are members of the contributory retirement plan.

NOTE: Act 108, passed by the 1984 Hawaii State Legislature, provided members of the contributory retirement plan with an option to elect membership in the non-contributory retirement plan or to remain with the contributory retirement plan.

b. Employee Contributions

Employees contribute 7.8 percent of their gross salary to the retirement system.

c. Voluntary Retirement

Employees may retire any time after:

(1) Reaching age 55 with a minimum of five years credited service,

or

(2) Acquiring 25 years of credited service regardless of age.

Personnel Relations and Employee
Benefits - Employees' Retirement System
(continued)

NOTE: An employee who retires at age 55 with 5 years of credited service will receive full benefits. An employee who is under age 55 but with 25 years of service may retire with a reduced benefit.

2. Non-Contributory Retirement Plan

a. Membership

Employees hired after June 30, 1984 are members of the non-contributory retirement plan.

b. Employee Contributions

Employees make no contributions to the retirement system.

c. Voluntary Retirement

Employees may retire any time after reaching:

- (1) Age 62 with a minimum of 10 years credited service.
- (2) Age 55 with a minimum of 30 years credited service.

NOTE: An employee may elect for early retirement with a reduced benefit at age 55 with 20 years of service.

C. Retirement Benefits

Retirement benefits accruing to members of the contributory plan and the non-contributory plan shall be as prescribed by state statutes.

D. Pre-Retirement Counseling Program

1. The Department shall maintain a program of pre-retirement counseling for all employees.
2. Pre-retirement Counseling Program shall be conducted as prescribed by the Office of Personnel Services.

Revised 9/1/70; Amended 10/74; Amended 6/86
(Former Regulation #5506)

PROCEDURE: APPLYING FOR SERVICE RETIREMENT

REFERENCE: REGULATION #5505

FORMS : PERSONNEL FORM 190 (SEPARATION FROM SERVICE)
FORM 18 (APPLICATION FOR SERVICE RETIREMENT)
(Employees' Retirement System Form)

RESPONSIBILITIES:

1. EMPLOYEE

- a. Submits two copies of Form 190 on or before 60 days prior to effective date of retirement.
- b. Completes Form 18 and submits to Employees' Retirement System at least 30 days prior to effective date of retirement.

2. PRINCIPAL OR SUPERVISOR

- a. Assists employee in completing Form 18, upon request.
- b. Completes appropriate section of Form 190.
- c. Forwards two copies of Form 190 to district superintendent/assistant superintendent.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

- a. Completes appropriate sections of Form 190.
- b. Forwards Form 190 to Office of Personnel Services.

4. OFFICE OF PERSONNEL SERVICES

- a. Processes and distributes SF-5A effectuating retirement.
- b. Files Form 190 in employee's folder.
- c. Sends all inactive employees' folders to Archives.

Revised 9/1/70; Amended 10/74; Amended 6/86
(Former Procedure #5506)

PROCEDURE: APPLYING FOR EMPLOYEES' RETIREMENT SYSTEM BENEFITS

REFERENCE: REGULATION #5505

FORM : NONE

RESPONSIBILITIES:

1. EMPLOYEE

Follows procedure prescribed by the Employee's Retirement System.

2. SUPERVISOR

Assists Teacher.

PROCEDURE: ADMINISTRATION OF THE PRE-RETIREMENT COUNSELING PROGRAM

REFERENCE: REGULATION #5505

RESPONSIBILITIES:

1. EMPLOYEE

Attends on a voluntary basis pre-retirement counseling meetings called by the principal, supervisor or district office.

2. PRINCIPAL OR SUPERVISOR

a. Keeps abreast of the total pre-retirement program.

b. Plans meetings to implement the Department's pre-retirement program as scheduled by the district and Office of Personnel Services.

c. Conducts small group and/or individual counseling as the need arises.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

a. Assists the principal or supervisor in fulfilling the objectives of the Department's pre-retirement program.

b. Coordinates the entire pre-retirement program in the district.

4. OFFICE OF PERSONNEL SERVICES

a. Coordinates the pre-retirement program of the Department.

b. Conducts small group and/or individual counseling upon request.

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

TAX-SHELTERED ANNUITY AND TAX-SHELTERED CUSTODIAL ACCOUNT PROGRAM

A. Eligibility

All employees of the Department are eligible to participate in the Tax-Sheltered Annuity (TSA) and Tax-Sheltered Custodial Account (TCA) Program pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended and Chapter 303, Hawaii Revised Statutes. An eligible employee may begin participation in the Program as of the first day of the calendar month next following his or her employment date with the Department.

B. Employee Participation

1. Employees may participate in the Tax-Sheltered Annuity and custodial account plans of service providers specifically approved by the Department of Education. A service provider is an insurer who holds a certificate of authority under Section 431:3-201, HRS, or a certificate of registration of dealer in securities under HRS Chapter 485 who is licensed to do business in the State of Hawaii.
2. Participation in the Program shall be in accordance with the Federal Revenue Codes 403(b), 403(b)(7), 457, Chapter 303, Hawaii Revised Statutes (HRS), as amended, and in accordance with Department procedures. The Department may contract with a Third Party Administrator to administer the Program plans.
3. The Superintendent or the Superintendent's designee may, acting on behalf of the Department, enter into a written agreement with an employee to purchase a retirement annuity contract or to pay amounts to custodial accounts which meet the requirements of the Federal Internal Revenue Code and Chapter 303, HRS as they may be amended, for the benefit of employees who elect to have such contracts purchased or payments paid to custodial accounts by executing salary reduction

agreements, application forms, or other documents needed to purchase annuity contracts or pay amounts to custodial accounts.

4. The Department may cancel an employee's participation in the Program if the employee separates from service, if the employee exceeds the limitations as set forth by the Internal Revenue Code, or to comply with other Code requirements or federal or state statute.

C. **Service Provider Compliance**

Authorized service providers are required to comply with the requirements and procedures established by the Department.

D. **Employee Compliance**

Participating employees are required to comply with the procedures established by the Department.

E. **Tax Deferment**

Deducted premium amounts qualify for certain types of state and federal tax deferment until such time as they are received as an annuity or refund.

F. **Relationship to Retirement System**

The reduction in salary authorized by the employee for participating in the Tax- Sheltered Annuity Program shall in no way alter the amount of regular compensation or gross salary upon which the employee's contribution to the State Employees' Retirement System is based.

Departmental Liability

The Department shall in no way be liable or responsible for the specifics of any contract between its employees and service providers.

PROCEDURE: ENROLLMENT AND CANCELLATION OF TAX SHELTERED ANNUITY

REFERENCE: REGULATION #5506

FORMS : PERSONNEL FORM 500 (AMENDMENT TO APPOINTMENT AGREEMENT TO FACILITATE
PURCHASE OF TAX SHELTERED ANNUITY PROGRAM)
FORM D-60 (SALARY ASSIGNMENT/CANCELLATION)

RESPONSIBILITIES:

1. EMPLOYEE

- a. Checks with principal or Office of Personnel Services for approved list of insurance carriers.
- b. Independently applies to, and enters into contractual agreement with, an approved insurance carrier.
- c. Completes Form 500 with insurance carrier; completed form submitted

to: Department of Education
Office of Personnel Services
Personnel Relations, Welfare & Benefits
P. O. Box 2360
Honolulu, Hawaii 96804

d. Cancels enrollment by:

- (1) Obtaining Form D-60 from insurance agent and completing.
- (2) Submitting completed Form D-60 through the agent to the Office of Personnel Services. Cancellation must be effective at the end of a month.

2. INSURANCE AGENT

- a. Assists employee in completing Form 500 and Form D-60.
- b. Provides information related to benefits and provisions of the plan, cancellation, tax liability, cash value of policy, reinstatement, etc.

3. PRINCIPAL

Makes approved insurance carrier list available.

4. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Makes approved insurance carrier list available to district or State employees.

5. OFFICE OF PERSONNEL SERVICES

- a. Processes Form 500 for enrollment or Form D-60 for cancellation.
- b. Distributes approved list of insurance carriers.

Revised 9/1/70; Amended 10/74; Reviewed 6/86
(Former Procedure #5507)

PROCEDURE: APPLYING FOR PARTICIPATION IN TAX SHELTERED ANNUITY PROGRAM
OFFERED BY LIFE INSURANCE CARRIERS

REFERENCE: REGULATION #5506

FORM : PERSONNEL FORM 500a (ESSENTIAL INFORMATION RELATING TO FACILITIES
OF _____)

RESPONSIBILITIES:

1. INSURANCE CARRIER

- a. Completes Form 500a.
- b. Applies to Office of Personnel Services for Board of Education authorization to participate in Tax Sheltered Annuity Program.

2. OFFICE OF PERSONNEL SERVICES

Recommends approval or disapproval of application to the Board of Education.

3. BOARD OF EDUCATION

Approves or disapproves recommendations submitted by the Office of Personnel Services on applications from insurance carriers for authorization to participate in the program.

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

DEATH OF EMPLOYEE OR MEMBER OF IMMEDIATE, DEPENDENT FAMILY

Departmental Assistance in Processing

The Department shall maintain a program to assist the next of kin in such matters as preparing employment-connected forms, documents and correspondence which require processing upon the death of an employee or a member of the employee's immediate, dependent family.

Adopted 9/1/70; Amended 10/74; Reviewed 6/86
(Former Regulation #5508)

PROCEDURE: IN THE EVENT OF DEATH OF AN EMPLOYEE

REFERENCE: REGULATION #5507

FORM : SF-5A (NOTIFICATION OF PERSONNEL ACTION)

RESPONSIBILITIES:

1. PRINCIPAL/SUPERVISOR

- a. Immediately contacts the district superintendent or assistant superintendent giving the name of the deceased, date of death, and name and address of next of kin.
- b. Contacts the immediate family of the deceased to offer assistance.
- c. Contacts Office of Business Services, Payroll Section, giving the name of the deceased and date of death.

2. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

- a. Immediately notifies the Office of Personnel Services, Employee Benefits Section, giving the name of the deceased, name of school, date of death, and the name and address of the next of kin.
- b. Completes Form SF-5A and forwards to the Office of Personnel Services, Employment Section.
- c. If the deceased is a principal or employee in the district or state office, follows 1-b and 1-c above.

3. OFFICE OF PERSONNEL SERVICES.

- a. Immediately contacts the Office of Business Services, Payroll Section, giving the name of the deceased, date of death, name of school and name and address of next of kin.
- b. Provides next of kin with necessary information regarding deceased's employment-connected affairs and arranges counseling service if such service is desired.

- c. Sends memo to the Superintendent's Office giving name of deceased, date of death, place of employment and the name and address of next of kin.
- d. Processes and distributes Form SF-5A effectuating termination.
- e. Sends employee's folder to the Archives.

Revised 9/1/70; Amended 10/74; Reviewed 6/86
(Former Procedure #5508)

PROCEDURE: IN THE EVENT OF DEATH IN EMPLOYEE'S IMMEDIATE FAMILY

REFERENCE: REGULATION #5507

RESPONSIBILITIES:

1. PRINCIPAL/SUPERVISOR

- a. Immediately contacts the district superintendent or assistant superintendent giving the name of the deceased, date of death and the name, address and position of bereaved employee.
- b. Contacts bereaved employee to offer assistance.

2. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

- a. Immediately notifies the Office of Personnel Services, Employee Benefits Section, giving the name of the deceased, date of death and the name, address, position and organization of the bereaved employee.
- b. If the bereaved is a principal or employee in the district or State Office, follows 1-b above.

3. OFFICE OF PERSONNEL SERVICES

- a. Checks personnel and payroll records to determine if any action is indicated.
- b. Provides bereaved employee with any necessary information and arranges for counseling service if such service is desired.
- c. Sends memo to the Superintendent's Office giving name of deceased, date of death, bereaved employee's name, position and organization.

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

UNEMPLOYMENT COMPENSATION

Employees shall be eligible for unemployment compensation benefits as prescribed by law.

Revised 9/1/70; Amended 10/74; Reviewed 6/86
(Former Regulation #5509)

PROCEDURE: APPLYING FOR UNEMPLOYMENT COMPENSATION BENEFITS

REFERENCE: REGULATION #5508

RESPONSIBILITIES:

EMPLOYEE

Contacts State Unemployment Insurance Division for application to determine insurability status.

Adopted 9/1/70; Amended 10/74; Reviewed 6/86
(Former Procedure #5509)

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

SOCIAL SECURITY PROGRAM

Employees appointed after July 1, 1957, for periods exceeding three months, serving in positions requiring at least one-half of full-time equivalent, shall participate in the Federal Insurance Contributions Act as provided for in the Hawaii Revised Statutes.

Revised 9/1/70; Amended 10/74; Reviewed 6/86
(Former Regulation #5510)

PROCEDURE: APPLYING FOR SOCIAL SECURITY BENEFITS

REFERENCE: REGULATION #5509

RESPONSIBILITIES:

1. EMPLOYEE

Applies for benefits as prescribed by the Social Security Program:

- (1) Contacts local Social Security Office for information.
- (2) In-service teachers age 62 and over should contact Social Security Office for possible benefits for July and August.
- (3) Widows or widowers should contact the local Social Security Office as they may be eligible for social security benefits.

2. PRINCIPAL OR SUPERVISOR

Assists employee in facilitating application procedure for benefits upon request.

3. OFFICE OF PERSONNEL SERVICES

- a. Circulates information regarding social security benefits to all employees.
- b. Provides the local Social Security Office with an annual printout, by age, of all employees eligible for social security benefits.

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

PARTICIPATION IN POLITICS

A. Employee Political Activities

1. Employees of the Department are expected to perform their civic duties such as voting and taking an interest in the social, political and economic issues of the day.
2. Employees are permitted to exercise those political rights and responsibilities which they share in common with other citizens, such as electioneering for candidates, accepting positions in political campaigns, holding office in political party organizations, and serving as delegates to political party conventions.
3. Employees shall not engage in political activities on school or state premises during working hours.
4. Employees should avail themselves of the privilege and obligation of participating in all county and state elections by voting.
5. Teachers and educational officers may serve in appointive positions on boards, commissions, councils or committees of the state government, its subdivisions, and/or city and county governments, with the exception of local school advisory councils.

B. Employees Seeking Political Office

1. Employees running for political office may continue in their positions as long as their campaigning is conducted outside of working hours and provided it does not interfere with the duties and responsibilities of their positions.

Personnel Relations and Employee
Benefits - Participation in Politics
(continued)

2. Employees who are elected to political offices in the federal government and in the state government, including the executive and legislative offices, and the Board of Education shall be separated from service by either resignation or termination upon receipt of an Election Certificate from the Chief Elections Officer.
3. Employees who are elected to political offices in the county government jurisdictions may resign or request a leave of absence without pay in accordance with Department regulations upon receipt of an Election Certificate from the Chief Election Officer (County Clerk).

C. Election Campaign

1. During an election campaign, no banner, poster or other device on behalf of any candidate or party may be displayed on state, district or school grounds and buildings. Banners or bumper stickers on cars parked in the parking areas are exempted from this restriction.
2. Employees shall not wear buttons, ribbons, or other indication of political preference while on duty.
3. Campaign literature or materials shall not be distributed to employees at their place of employment during working hours.
(Exception: When candidates are escorted, they may walk through state agencies. All candidates need to be treated equally and be given the same opportunities.)

Personnel Relations and Employee
Benefits - Participation in Politics
(continued)

4. Campaign literature or materials shall not be distributed to students on school premises during school hours.
5. Campaign fundraiser tickets shall not be sold, purchased or distributed on state, district or school premises during working hours.
6. Employees shall not solicit or accept a political contribution(s) where it can be reasonably inferred that it is intended to influence or reward the official's action.
7. Supervisors of employees shall not use their positions to solicit, intimidate or coerce subordinates into making campaign donations.
8. Employees shall not use State equipment, state supplies and work time for political campaign purposes.

Revised 9/1/70; Reviewed 10/74; Revised 12/79; Amended 12/79; Amended 6/86;
Amended 4/91; (Former Regulation #5512)

PROCEDURE: EMPLOYEE'S SEPARATION FROM SERVICE UPON ELECTION TO POLITICAL OFFICE (OTHER THAN COUNTY OFFICE)

REFERENCE: REGULATION #5510

FORM : PERSONNEL FORM 190 (SEPARATION FROM SERVICE)

RESPONSIBILITIES:

1. EMPLOYEE ELECTED TO POLITICAL OFFICE

Submits resignation.

2. IMMEDIATE SUPERVISOR

a. Processes resignation.

b. Initiates termination procedure upon receipt of an Election Certificate from the Lieutenant Governor's Office if employee fails to comply with resignation procedure.

3. DISTRICT SUPERINTENDENT OR ASSISTANT SUPERINTENDENT

Processes resignation/termination.

4. OFFICE OF PERSONNEL SERVICES

Processes resignation/termination.

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

POLICY

EMPLOYEE CODE OF ETHICS

Department personnel shall be guided by the Code of Ethics for public employees of the State as prescribed in Chapter 84 of the Hawaii Revised Statutes.

Adopted 9/1/70; Amended 10/74; Amended 6/86
(Former Policy #5513)

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

PROFESSIONAL ETHICS

A. Conflict of Interest

An employee shall not acquire financial interests in any business or other undertaking which s/he has reason to believe may be directly involved in official action to be taken by him/her.

An employee shall not assist any person or business or act in a representative capacity before any State or county agency for a contingent compensation in any transaction involving the State.

B. Fair Treatment

An employee shall not use or attempt to use his/her official position to secure or grant unwarranted privileges, exemptions, advantages, contracts or treatment for self and others.

An employee shall not use State time, equipment or other facilities for private business purposes.

An employee shall not solicit, sell or otherwise engage in a substantial financial transaction with a subordinate or a person or business whom s/he inspects or supervises in his/her official capacity.

An employee shall not solicit the purchase of any goods or services by students or prospective students of his/her school, or to the parents of these students.

Department personnel shall not grant testimonials or endorsements for services or materials related to their work.

C. Confidential Information

An employee shall not disclose information which by law or practice is not available to the public and which s/he acquires in the course

Personnel Relations and Employee
Benefits - Professional Ethics (continued)

of his/her duties, or use the information for his/her personal gain or for the benefit of anyone.

Mailing lists compiled by the Department shall not be released to the public for commercial exploitation and gain.

D. Gifts to Department Personnel

An employee of the Department shall not solicit, accept, or receive directly or indirectly, any gifts, whether in the form of money, service, loan, travel, entertainment, hospitality, product, or promise, or in any other form, under circumstances in which it can be reasonably inferred that the gift is intended as a reward for any official action taken by the employee.

E. Advice on Ethical Matters

Any employee unsure of the ethical implications of an anticipated act or proposed undertaking shall seek the advice and guidance of the State Ethics Commission by writing to the chairperson of the Commission, Post Office Box 616, Honolulu, Hawaii 96809.

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

POLICY

EMPLOYEE GRIEVANCE

It is an obligation at all levels of Department administration to establish and cultivate a favorable climate for frank and objective discussion of employee complaints with regard to their working conditions or other relations with the Department. The give and take of friendly, constructive criticism is essential. It is expected in an organization the size of this Department that occasions for employee irritation and dissatisfaction will arise. Unless employees are free to seek correction or to have explained to them justification of existing conditions, their work will suffer. The procedure is intended to cover grievances, complaints, or misunderstandings that are personal to an employee or a group of employees. The benefits derived under these procedures will be in direct relation to the skill, sympathetic understanding, and judgment of all persons involved.

Initiation of a grievance by an employee shall in no way reflect on the employee's professional standing or loyalty to the Department or to the school or other organizations to which s/he is responsible. Neither shall it be considered a reflection on the employee's supervisor or on the general administration of the Department. All parties to a grievance must be assured of freedom from restraint, coercion, discrimination, or reprisal. Discriminatory or retaliatory action on the part of the supervisor resulting from a grievance shall be a disciplinary offense.

Reviewed 9/1/70; Amended 10/74; Reviewed 6/86
(Former Policy #5514)

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

EMPLOYEE GRIEVANCE

A. Initial Grievance Action

An aggrieved employee and/or the employee's representative shall, in concert with the immediate supervisor, exhaust all means for the satisfactory adjustment of differences. When no further measures exist to effect a resolution in an informal manner, the employee may submit a formal, written complaint to the district or assistant superintendent.

B. Employee's Formal Complaint

1. Any employee who is aggrieved and desires to make a formal complaint shall follow the grievance procedure as prescribed by the Department.
2. The grievant shall be entitled to confer with, and be represented by, an advocate of his/her own choosing during the entire process of the grievance procedure.
3. The grievance procedure shall be used only when other appeal procedures established by the Department are clearly not appropriate.

PROCEDURE: INITIATING AND RESOLVING EMPLOYEE GRIEVANCE (EXCLUDED PERSONNEL)

REFERENCE: REGULATION #5512

FORM : NONE

RESPONSIBILITIES:

1. EMPLOYEE

- a. Discusses complaint with immediate supervisor.
- b. Submits complaint in writing to his/her District or Assistant Superintendent with a copy to the immediate supervisor. In preparing the complaint, explains what measures were taken to resolve the grievance informally. The employee is entitled, without prejudice, to obtain advice from other employees or the Office of Personnel Services; or the aggrieved employee may have the complaint prepared and submitted by the accredited employee organization or any other representative of his/her choosing.

2. DISTRICT SUPERINTENDENT/ASSISTANT SUPERINTENDENT

- a. Determines that all means to achieve satisfactory adjustment have been exhausted and that no further measures are available to resolve the grievance informally.
- b. Seeks assistance from the Attorney General, if necessary.
- c. Designates a hearing officer, who, in turn, arranges for a hearing within five working days after receipt of the grievance.
 - (1) Parties to the grievance will present the hearing officer with list of witnesses and purpose of testimony prior to hearing.
 - (2) The aggrieved employee will be present at the hearing.
 - (3) The aggrieved employee may have a representative of his/her choosing to assist him/her and/or speak for him/her.

- (4) The aggrieved employee will have full opportunity to present his/her case and call, question and reply to witnesses.
- (5) Arranges for a verbatim transcript of all testimony and records the names and affiliations of all persons involved.
- (6) Provides aggrieved employee and his/her supervisor copies of the record of the hearing.
- (7) Renders a decision.
 - (a) If the hearing officer sustains the appeal of the aggrieved employee, s/he will inform the aggrieved employee and all of the aggrieved employee's line supervisors, including the Superintendent, in writing. The hearing officer will prepare a letter of instructions implementing his/her decision for the signature of the Superintendent. This will close the case.
 - (b) If the hearing officer rules against the aggrieved employee, the facts, regulations, policies, and other considerations involved in the decision is presented to the aggrieved employee; and s/he is informed of his/her right to appeal in writing to the Deputy Superintendent (or the Superintendent if the Deputy is the hearing officer).
- (8) Transmits all records to the Deputy Superintendent within ten working days if the aggrieved employee appeals in writing.

3. DEPUTY SUPERINTENDENT OR SUPERINTENDENT

- a. Convenes a hearing as described in 4, above, or s/he may confer informally with any or all parties to the grievance procedure to clarify statements in evidence.

b. Renders a decision within five working days if a hearing is not convened.

(1) If the decision sustains the aggrieved employee, s/he will obtain the Superintendent's approval and send written notification to principal participants with appropriate instructions to implement his/her decision. This will close the case.

(2) If s/he does not sustain the appeal, s/he will transmit all records to the chairperson of the Board through the Superintendent.

4. CHAIRPERSON OF THE BOARD

Appoints a Grievance Advisory Committee of three members consisting of:

- a. A person not paid from Department funds (chairperson).
- b. A representative of Department management (not previously involved in the grievance procedure).
- c. A peer employee (preferably of the same grade level and professional area; failing this, at least from the same grade level).

5. GRIEVANCE ADVISORY COMMITTEE

- a. Conducts a hearing pursuant to Chapter 91, Hawaii Revised Statutes.
- b. Accepts new evidence from the aggrieved employee or his/her representative only after it is established that the aggrieved employee was unable to present the evidence earlier.
- c. Submits a written report to the chairperson of the Board which shall include findings of fact and a recommendation for disposition of the case. The report is signed by all members who concur. A non-concurring member will prepare a minority report which will be presented to the chairperson of the Board.

6. BOARD OF EDUCATION

- a. Reviews findings and recommendations of the Grievance Advisory Committee at the first regular meeting following receipt of the report(s).
- b. Makes final determination and notifies aggrieved employee and all levels of supervision of its decision in writing. The Board's decision is final on all persons concerned.

NOTE: A grievance appeal may be terminated at any time upon written request from the aggrieved employee.

Revised 9/1/70; Amended 10/74; Amended 6/86
(Former Procedure #5514)

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

POLICY

CIVIL RIGHTS POLICY REGARDING CERTIFICATED EMPLOYEES

General

The Department of Education shall not discriminate on the basis of race, color, national origin, ancestry, religion, sex, age, disability, marital status, assignment of income for child support obligations, arrest and court records, National Guard participation, or sexual orientation as prohibited by federal and state laws.

Employees who believe that they have been subjected to discrimination prohibited under civil rights laws may seek redress through the Department's Civil Rights Complaint Procedure for Certificated Employees or file a complaint with the appropriate federal or state civil rights agency.

Sexual Harassment

The Department of Education shall prohibit and discourage sexual harassment in the workplace and in all matters relating to employment. Any employee who believes that s/he has been subjected to sexual harassment in the employment process or in the workplace may seek prompt redress through the Department's Civil Rights Complaint Procedure for Certificated Employees. Any employee or officer of the Department who violates this policy shall be disciplined accordingly. It is the responsibility of the employee to bring concerns to the attention of management.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions

Personnel Relations and Employee
Benefits - Policy (continued)

affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

If the alleged conduct is by the employee's immediate supervisor, the employee may proceed immediately to Step 2 of the Civil Rights complaint procedure in filing a complaint.

HARASSMENT OF EMPLOYEES AND STUDENTS BASED ON RACE, COLOR, NATIONAL ORIGIN OR ANCESTRY

Employees of the Department of Education are prohibited from harassing other employees and students on the basis of race, color, national origin, or ancestry in any program or activity conducted by the Department. Harassment based on these factors is considered a form of discrimination which is prohibited by state and federal laws, including Title VI of the Civil Rights Act of 1964, Public Law 88-352.

Harassment includes verbal or non-verbal expressions based on race, color, national origin, or ancestry which create an intimidating, hostile, or offensive work or school environment; interfere with an individual's work performance or with a student's education; or otherwise adversely affect an individual's employment opportunity or a student's educational opportunity.

The Department shall respond promptly to allegations or information that an employee has harassed another employee or student on the basis of the person's race, color, national origin, or ancestry. If such conduct is found to have occurred, the Department shall take prompt corrective action, including disciplinary action against the employee and steps to ensure that discrimination does not recur.

Personnel Relations and Employee
Benefits - Policy (continued)

Employees who believe that they have been harassed because of their race, color, national origin, or ancestry may seek redress through the Department's Civil Rights Complaint Procedure for Certificated Employees or file a complaint with the appropriate federal or state agency.

Adopted 8/3/78; Amended 9/18/80; Amended 9/92

PERSONNEL RELATIONS AND EMPLOYEE BENEFITS

ADMINISTRATIVE REGULATIONS

CIVIL RIGHTS COMPLAINT PROCEDURE FOR CERTIFICATED EMPLOYEES

A. Purpose

The Department's Civil Rights Complaint Procedure for Certificated Employees is promulgated as provided for by federal and state statutes. It provides for the prompt and timely consideration of employee allegations of practices or policies prohibited by civil rights laws.

B. Complaint

1. An allegation by an employee that a policy or practice is prohibited by the following provisions of law shall be subject to the established complaint procedure for certificated employees:
 - a. Title VII of the Civil Rights Act of 1964, Public Law 88-352, which prohibits employment practices with respect to discrimination because of race, color, religion, sex or national origin, or
 - b. Title VI of the Civil Rights Act of 1964, Public Law 88-352, which prohibits discrimination on the basis of race, color, or national origin in any program or activity conducted by the Department, or
 - c. Age Discrimination in the Employment Act of 1967, Public Law 90-202, which prohibits discrimination in employment with respect to persons who are 40 years of age or older, or
 - d. Title IX of the Education Amendments of 1972, Public Law 92-318, which prohibits discrimination against employees on the basis of sex, or

Personnel Relations and Employee
Benefits - Civil Rights Complaint Procedure
for Certificated Employees (continued)

- e. Section 504 of the Rehabilitation Act of 1973, Public Law 93-112,
and the Americans with Disabilities Act, Public Law 101-336,
which prohibit discrimination on the basis of an employee's disability,
or
 - f. Equal Pay Act of 1963 (P.L. 88-38) which prohibits wage differ-
entiation on the basis of sex in jobs that require equal skill,
effort, and responsibility and that are performed under similar
working conditions, or
 - g. Chapter 378, Part 1, Hawaii Revised Statutes, which prohibits
discrimination in employment because of race, sex, age, religion,
color, ancestry, handicap, marital status, National Guard participation,
assignment of income for child support obligations, sexual orientation,
or arrest and court record which does not have a substantial
relationship to the functions and responsibilities of the prospective
or continued employment, or
 - h. Any other federal or state law which prohibits discrimination.
2. A complaint alleging systemic discrimination refers to any established
policy, rule, regulation or procedure of the Department which has
the continuing effect of violating or infringing upon the non-discrimination
rights of all employees or group of employees.
3. A complaint involving an alleged violation(s) of a collective bargaining
agreement shall not be subject to this complaint procedure.

Personnel Relations and Employee
Benefits - Civil Rights Complaint Procedure
for Certificated Employees (continued)

C. Complainant

A certificated or classified employee or group of certificated or classified employees currently employed with the Department of Education may utilize the established complaint procedure.

D. Employee Assistance

1. When filing a complaint, an employee may be assisted by representatives of the employee's own choosing. The complainant may have representatives and witnesses present at any or all meetings held in accordance with the established procedure.
2. An employee may seek information about the application of this regulation and procedure from Civil Rights coordinators at the Department of Education district offices, or from the Management Analysis and Compliance Branch, Office of the Superintendent.

E. Complainant's Right to Information

The Department will, in response to reasonable requests from the complainant, furnish information in its possession which is needed by the complainant to investigate or process the complaint. The Department need not analyze, compile, print, or duplicate data. However, if the Department does agree to compile or duplicate data, in response to a complainant's request, the complainant shall pay for the costs incurred as a result of such compilation or duplication including but not limited to labor, printing, duplicating, and distribution costs.

Personnel Relations and Employee
Benefits - Civil Rights Complaint Procedure
for Certificated Employees (continued)

F. Confidentiality

Complaint proceedings and complaint files shall remain confidential.

Complaint files shall be maintained separate and apart from personnel files.

G. Timeliness

1. The Employer need not consider any complaint not filed or appealed in accordance with established time limits, provided, however, that the established time limits may be waived by mutual consent of the parties.
2. There shall be no time limit for a complainant to file the initial written complaint with respect to an alleged systemic discrimination. Once the initial systemic discrimination complaint has been filed, all time limits thereafter shall be applicable.

H. Discrimination Prohibited

No employee shall be subjected to reprisals for participating in the established complaint procedure.

I. Right to Seek Relief

1. Complaints may be filed with the appropriate federal or state enforcement agency:
 - a. After the culmination of the Department's complaint procedure,
or,
 - b. Simultaneously with the filing of a complaint with the Department,
or,
 - c. Without utilization of the Department's complaint procedure.

Personnel Relations and Employee
Benefits - Civil Rights Complaint Procedure
for Certificated Employees (continued)

2. Nothing in this regulation shall be construed to limit or waive the right of a complainant to seek other relief as provided for under federal and state laws.

Adopted 8/3/78; Amended 12/92

PROCEDURE: INITIATING AND PROCESSING CIVIL RIGHTS COMPLAINTS
(CERTIFICATED EMPLOYEES)

REFERENCE: REGULATION #5513

FORM : CIVIL RIGHTS COMPLAINT FORM FOR CERTIFICATED EMPLOYEES

RESPONSIBILITIES:

A. INITIAL FILING

COMPLAINANT

1. Non-Systemic Complaint: Submits a written complaint to the immediate supervisor on the form provided by the Department within 20 calendar days after the occurrence of an alleged prohibited practice.
2. Systemic Complaint: Submits the initial written complaint to the immediate supervisor on the form provided by the Department without regard to a time limit.

B. STEP 1: IMMEDIATE SUPERVISOR LEVEL

IMMEDIATE SUPERVISOR*

1. Reviews complaint for timeliness, if applicable.
2. Arranges to meet with the employee to discuss the complaint within 10 calendar days after receipt of the complaint.
3. Arranges, if necessary, to have intervening levels of supervisors (supervisors between immediate supervisor and the Division Head**) present at the meeting.

*NOTE: To identify the immediate supervisor for the purposes of this complaint procedure, reference should be made to the employee/complainant's job description and/or that employee's position in the respective departmental organization chart.

**NOTE: Division Head, for the purposes of this procedure, means Assistant Superintendent(s), District Superintendent(s) or Deputy Superintendent.

4. Meets with the employee to discuss the complaint.
5. Replies to the employee in writing within 10 calendar days after the meeting is held.
6. Transmits copies of reply to Division Head and Superintendent.
7. Maintains file copy of response.

C. STEP 2: ASSISTANT SUPERINTENDENT/DISTRICT SUPERINTENDENT/DEPUTY SUPERINTENDENT LEVEL (DIVISION HEAD)

COMPLAINANT

Submits a written appeal to the Division Head on the form provided by the Department within 10 calendar days after receipt of the immediate supervisor's response, if dissatisfied with such response.

ASSISTANT SUPERINTENDENT/DISTRICT SUPERINTENDENT/DEPUTY SUPERINTENDENT OR DESIGNEE

1. Reviews the appeal filed within the 10 calendar day limitation in C-1 above.
2. Arranges to meet with the employee within 10 calendar days after receipt of the appeal.
3. Meets with employee to discuss the complaint.
4. Replies to the employee in writing within 10 calendar days after the meeting is held.
5. Transmits copies of the reply to the immediate supervisor and Superintendent.
6. Maintains copy of response.

D. STEP 3: SUPERINTENDENT LEVEL

COMPLAINANT

Submits a written appeal to the Superintendent on the form provided by the Department within 10 calendar days after receipt of Division Head's response, if dissatisfied with such response.

SUPERINTENDENT OR DESIGNEE

1. Reviews the appeal filed within the 10 calendar day limitation in D-1 above.
2. Arranges to meet with the employee to discuss the complaint within 10 calendar days after receipt of the complaint.
3. Meets with the employee to discuss the complaint.
4. Replies to the employee in writing within 10 calendar days after the meeting is held.
5. Transmits copies of the reply to immediate supervisor and Division Head.
6. Maintains copy of response.

The decision of the Superintendent shall be final under this procedure.



PERSONNEL DEVELOPMENT
POLICY

Continuing development and its corollary concept of self-assessment identify the exemplary practicing professional. To foster the very best efforts of professionals, the Department shall endeavor to provide opportunities for continuing development to teachers and to potential and incumbent educational officers in an environment of trust and respect for the individual. The Department shall endeavor to conduct and maintain a continuous and comprehensive program of training activities, designed to enhance the competencies and performance of its professional staff toward achieving desired educational outcomes for students.

In its management of personnel, the Department shall be guided by the concept of human dignity and human worth. It believes that personnel must be selected through merit, that personnel can be developed to their fullest potential to accomplish the goals and objectives of the Department of Education, given the opportunity and appropriate support system.

TEACHER EDUCATION PROGRAM

The Department, in cooperation with accredited institutions of higher education, may permit preservice teachers in teacher education programs to teach, participate, and observe in the public schools of Hawaii, upon verification by the institutions of their ability to function effectively in Department classrooms. Such placements should contribute to the best interests of the Department and its students.

PROBATION

Initial Probation. Probation in personnel development is a period to acknowledge the potential for growth.

For the employee on initial probation, it is a period of intense self-examination to sort and refine the assets one brings to the new situation to the best advantage; it is a time to test one's capabilities to achieve results. From this initial assay, the individual derives a profile of strengths and needs on which to develop a program of self-improvement or development, which is a personal investment in one's professional growth.

Personnel Development -
Policy (continued)

For the institution, this is a time of close scrutiny of performance and responsible assessment of strengths and needs on which to develop a program of direct and immediate support. It is a time of calculated investment of resources to nurture the development of individuals in the Department's critical work force.

Probation when Promoted. In the total scheme of personnel development, individuals in the organization are motivated to higher levels of performance by upward movements within the profession. Such a movement into a new position signals a time of realignment of strengths and needs. This is a period of acknowledging the potential for growth in a position of choice. As such, the individual conducts a self-assessment from a base of past experiences to derive an abbreviated profile of strengths and needs on which to develop a selective program of improvement or development. The institution conducts a concentrated assessment to determine organizational fit, and designs appropriate programs of development to strengthen specific areas of needs. It is a time for the judicious use of resources to bring the individual up to optimal performances to achieve targeted goals.

CONTINUING EDUCATION PROGRAM

The Department shall establish and maintain a program of continuing education that will include workshops, institutes, courses, and other educational activities in cooperation with educational institutions and professional agencies. The program shall be based on expressed and perceived needs, broad-based participation, self and institutional initiatives, and on progressive development. It shall be directed toward outcomes.

EVALUATION PROGRAM

The Department shall establish an evaluation program which will be an inherent part of the personnel development program. The evaluation program shall be guided by professional evaluation standards and by Department of Education criteria for effective teachers and educational officers.

Personnel Development -
Policy (continued)

EDUCATIONAL OFFICERS TRAINING PROGRAMS

The Department shall make available systematic provisions for those employees with leadership and managerial potential to be trained for levels of management in the system. The training programs shall be based on qualifying standards and progressive training.

PROGRAM MANAGEMENT

Consistent administration of Department policies shall be achieved through open and continuous communication and training. Decisions will be made at the most appropriate administrative levels. There shall be compliance monitoring by post-audit to assure quality performance and decision-making based on sound management principles.

Reviewed 9/1/70; Amended 10/74; Amended 6/86; Amended 12/95

PERSONNEL DEVELOPMENT
ADMINISTRATIVE REGULATIONS

CONTINUING EDUCATION

From entry into the Department until retirement, employees are expected to undergo phases of growth and change to meet the obligations of their positions. Correspondingly, the Department shall establish and maintain a program of continuing education for the professional growth of teachers and educational officers to meet the established goals and objectives of the Department.

A. Definition

Continuing education activities may be categorized as out-service training or inservice training activities.

1. Out-service training activities include the following:
 - a. Training activities not sponsored by the Department of Education,
or
 - b. Training activities for which the Department pays registration, tuition, travel, books, per diem or other related training costs.
2. Inservice training activities include the following:
 - a. Professional Self-Directed Activities
 - b. Workshops
 - c. Visitation
 - d. Other Activities

B. Eligibility

All certificated employees, educational assistants, part-time teachers, and substitute teachers of the Department may apply for participation in continuing education activities.

C. Application

1. Applicants must apply for continuing education activities on appropriate forms and by the appropriate deadlines established by the Department.
2. Applicants must complete all parts of the form.

Personnel Development -
Continuing Education (continued)

D. Granting Department "B" Credits

1. "B" credits may be granted to teachers and other Bargaining Unit 05 members, educational assistants, part-time teachers, and substitute teachers when the primary intent of the activity is professional training and on the basis of full participation and successful completion of the training activity.
2. The results of the training activity must be directly related to the applicant's professional duties and responsibilities.
3. "B" credits for workshops are granted in multiples of completed hours:

1/2 credit for 16 hours

1 credit for 32 hours

E. "B" Credits Will Not Be Granted If:

1. College credit or remuneration is received for the training activity.
2. The training activity is part of the approved program for a professional improvement leave.
3. The training activity duplicates a previously completed training activity for credit.
4. The workshop or other inservice training activity is partially completed.

F. Training on Government Time

1. Training sponsored or conducted by the Department may be done on government time and at government expense provided that such training is for the benefit of the Department and approved by the Superintendent.
2. Self-development training shall be taken on the employee's own time and expenses.

G. Periodic Post-Audit of Program Activities

Monitoring of program activities shall be by post-audit. There shall be a scheduled review of accomplishments and efforts, the manner and form

Personnel Development -
Continuing Education (continued)

to be developed by the Department, to gauge the current effectiveness of engaged efforts in terms of achieving the targeted outcomes.

Revised 9/1/70; Amended 10/74; Amended 6/86; Amended 1/97

PROCEDURE: APPLYING FOR CREDIT FOR PROFESSIONAL SELF-DIRECTED ACTIVITIES

REFERENCE: REGULATION #5600

FORMS : PERSONNEL FORM 701 (APPLICATION FOR INSERVICE "B" CREDIT
ACTIVITY)
PERSONNEL FORM 701a (REPORT OF INSERVICE "B" CREDIT ACTIVITY)
PERSONNEL FORM 701b (INSERVICE "B CREDIT" CERTIFICATE)

RESPONSIBILITIES:

1. EMPLOYEE

a. Completes Form 701 and submits it to the principal or supervisor for approval thirty calendar days prior to the beginning of the activity.

(1) Places name of principal or immediate supervisor as sponsor of the training.

(2) Fills in own name as the person participating in the training.

b. Retains a copy of the approved form.

c. Submits to the principal or supervisor evidence of completing the training.

NOTE: No credit is given for partial completion of training.

2. PRINCIPAL/SUPERVISOR

a. Confers with the applicant and appropriately completes the form.

b. If concurs, forwards the form to the Office of Personnel Services.

c. Verifies completion of the training.

d. Completes Form 701a upon verifying completion of the training and follows directions on the form for proper distribution.

e. Completes and issues Form 701b.

f. Files a copy each of Forms 701, 701a, and 701b.

3. OFFICE OF PERSONNEL SERVICES

a. Administers the program.

b. Prescribes special conditions for activities whenever appropriate.

c. Takes appropriate action on Form 701 (approves/disapproves).

d. Distributes approved Form 701 and Form 701a to sponsor of activity.

e. Distributes Form 701b to sponsor of activity upon receipt of Form 701a from sponsor.

- f. Receives and files copy of approved forms.
- g. Conducts periodic post-audit of program.

Revised 9/1/70; Amended 10/74; Amended 6/86; Amended 1/97
(Former Procedure #5600.1)

PROCEDURE: APPLYING FOR SCHOOL INITIATED WORKSHOPS OR OTHER INSERVICE TRAINING ACTIVITIES FOR "B" CREDIT

REFERENCE: REGULATION #5600

FORMS : PERSONNEL FORM 701 (APPLICATION FOR INSERVICE "B" CREDIT ACTIVITY)
PERSONNEL FORM 701a (REPORT OF INSERVICE "B" CREDIT ACTIVITY)
PERSONNEL FORM 701b (INSERVICE "B CREDIT" CERTIFICATE)

RESPONSIBILITIES:

1. PRINCIPAL/SUPERVISOR/INSERVICE TRAINING ACTIVITY SPONSOR
 - a. Completes and submits Form 701 to the Office of Personnel Services at least thirty calendar days prior to the beginning of the activity.
 - b. Communicates inservice activity description and requirements to the participants after receiving approval.
 - c. Conducts the inservice training activity upon approval.
 - d. Completes Form 701a upon completion of training and follows directions on the form for proper distribution.
 - e. Issues Form 701b to eligible participants who have completed the activity requirements.

NOTE: No credit is given for partial completion of workshop or other inservice training activity.

2. OFFICE OF PERSONNEL SERVICES
 - a. Administers the program.
 - b. Takes appropriate action on Form 701 (approves/disapproves).
 - c. Distributes approved Form 701 and Form 701a to sponsor of activity.
 - d. Distributes Form 701b to sponsor of activity upon receipt of Form 701a from sponsor.
 - e. Files original of Forms 701 and 701a.
 - f. Conducts periodic post-audit of the program.

Revised 9/1/70; Amended 10/74; Amended 6/86; Amended 1/97

(Former Procedure #5600.3)

NOTE

There are no pages 5600-13 through 5600-16.

**(Reference: RECIPIENTS OF THE SCHOOL CODE, CERTIFICATED
PERSONNEL POLICIES AND REGULATIONS (5000
SERIES) memo dated February 13, 1997.)**

PERSONNEL DEVELOPMENT
ADMINISTRATIVE REGULATIONS

VISITATION

A. Purpose

The purpose of this program is to provide salaried certificated employees with an opportunity to observe in other schools or sites exemplary educational programs which will enhance their performance.

B. Eligibility

All salaried certificated employees of the Department of Education may participate in the visitation activity.

C. Conditions for Visitation

1. Employees may be granted a visitation provided that arrangements are made for adequate coverage of employees' responsibilities.
2. No more than one visitation per school year will be permitted.
3. The visitation may be for a maximum of one full day. However, if it is less than one full day, the employee shall arrange for appropriate professional activities for the remainder of the day.

D. Application

1. All applicants for visitation must apply on the form designated by the Department.
2. Request for visitation to out-of-state school must be made as an out-of-state travel request.
3. The host school principal must verify completion of visitation on the form designated by the Department.

Adopted 9/1/70; Amended 10/74; Amended 6/86

PROCEDURE: APPLYING FOR A VISITATION

REFERENCE: REGULATION #5601

FORM : PERSONNEL FORM 704 (APPLICATION FOR VISITATION)

RESPONSIBILITIES:

1. EMPLOYEE

- a. Discusses visitation plan with the principal/supervisor.
- b. Completes and submits Form 704 to the principal/supervisor at least 15 calendar days prior to the visitation.
- c. Makes arrangements for adequate coverage of responsibilities.
- d. Presents the principal/supervisor with a copy of Form 704 signed by principal of host school after visitation.
- e. Holds a conference with the principal/supervisor to review the visitation.

2. PRINCIPAL/SUPERVISOR

- a. Discusses the visitation with the interested employee.
- b. Contacts the principal of the host school and arranges the visitation.
- c. Completes the Form 704 and sends it to the district superintendent/assistant superintendent.
- d. Notifies the employee and the host principal upon receipt of approval.
- e. Gives the Form 704 to the employee to present to the host principal for signature verifying visitation.
- f. Takes appropriate action based on educational merit of activity.
- g. Informs the district superintendent/assistant superintendent by form.

3. DISTRICT SUPERINTENDENT/ASSISTANT SUPERINTENDENT

- a. Administers the program.
- b. Conducts periodic post-audit.

Revised 9/1/70; Amended 10/74; Amended 6/86

PERSONNEL DEVELOPMENT
ADMINISTRATIVE REGULATIONS

EVALUATION OF TEACHERS AND EDUCATIONAL OFFICERS

All teachers and educational officers of the Department of Education shall be evaluated as specified by Section 297-46, Hawaii Revised Statutes. Beginning in September 1984, the evaluation program for teachers shall be the Program for Assessing Teaching in Hawaii (PATH). Evaluations of satisfactory tenured teachers shall be conducted in overlapping two-year periods with on-going assessment of performance objectives. Formal evaluation ratings of such teachers shall be based on the two-year evaluation period. All probationary, temporary and less than satisfactory tenured teachers shall be evaluated annually.

All educational officers shall be evaluated annually on a prescribed Department of Education evaluation form. Evaluation shall be for the improvement of leadership performance and shall be based on the Profiles of an Effective School/Educational Administrators.

Adopted 10/74; Amended 2/85; Amended 6/86

PROCEDURE : EVALUATION OF TEACHERS

REFERENCES: REGULATION #5602

PROGRAM FOR ASSESSING TEACHING IN HAWAII (PATH)

FORMS : PERSONNEL FORM 755 (PATH CODING FORM)

PERSONNEL FORM 756 (PATH ADD OBJECTIVES FORM)

PARTICIPANT'S INITIAL SELECTION REPORT

PARTICIPANT'S INDIVIDUAL STATUS REPORT

PARTICIPANT'S FINAL STATUS REPORT

PARTICIPANT'S CONFERENCE RECORD

RESPONSIBILITIES:

1. TEACHER

- a. Reviews PATH manual.
- b. Participates in conferences with the principal or designated evaluator for the selection of performance objectives and the setting of performance expectations, on classroom observations, and on performance evaluations.
- c. Checks accuracy of individual reports generated by the program.
- d. Implements objectives.
- e. Signs appropriate program forms after each conference to acknowledge awareness of such reports.

2. PRINCIPAL OR DESIGNATED EVALUATOR

- a. Provides orientation and inservice training on PATH to faculty.
- b. Establishes/maintains two evaluation groups (Groups A and B) for the two-year evaluation period.

- c. Assigns probationary, temporary, and less than satisfactory tenured teachers to the annually evaluated group (Group C).
- d. Assigns satisfactory tenured teachers new to a school, satisfactory tenured teachers returning from long-term leaves, and newly tenured teachers to the two-year evaluation period (Group A or B) to begin immediately upon entry to the receiving school.
- e. Informs teachers of placement in evaluation groups: A, B, or C.
- f. Conducts evaluation according to procedure:
 - (1) Confers with teacher to select performance objectives and to set performance expectations.
 - (2) Assesses performance using program specified evaluation process(es) for the selected objectives.
 - (3) Submits written record of assessment to teacher at least 24 hours before conference.
 - (4) Holds follow-up conferences as provided in the program.
 - (5) Provides teacher the opportunity to sign program forms (Coding Form and Participants Conference Record) and other agreed-on forms at appropriate times in the procedure.
 - (6) Adjusts procedure to include formal documentation and intensification of evaluation as prelude to movement from Group A or B to Group C.
 - (7) Confers with the teacher on final rating.
 - (8) Submits final rating on performances on form by May 15 of the year that the rating is due.
 - (9) Files a copy of all evaluation forms in the appropriate teacher folder.

g. Adjusts evaluation schedule for less than satisfactory teachers: probationary, temporary and tenured teachers.

(1) Evaluates annually.

(2) Adjusts evaluation procedure to the following time frames:

By January 15, submits initial assessment by form to PATH Processing Center, as appropriate.

By April 15, submits tentative list of less than satisfactory teachers to the District Superintendent.

By May 1, completes evaluation of monitored performances and submits marked reports to PATH Processing Center.

By May 1, discusses all less than satisfactory performance reports with the teacher and the District Superintendent and submits final rating to PATH Processing Center.

By May 1, gives probationary teacher and teacher on Temporary Teaching Assignment Agreement (TTAA) opportunity for a hearing prior to recommendation for non-renewal, if applicable.

On or about May 15, upon receipt of the final rating form from PATH Processing Center, discusses final rating and informs teacher of recommended action. Transmits recommended action to District Superintendent, with copy to teacher.

3. DISTRICT SUPERINTENDENT

a. Establishes district goals to serve as parameters for the use of PATH as a means to monitor performance.

b. Designates a staff person to coordinate PATH in the district.

c. Monitors implementation of PATH by examining and analyzing summary and progress reports.

- d. Discusses with principal all less than satisfactory teacher evaluation reports before May 1.
- e. Recommends appropriate action (continued employment, non-renewal, or termination) for less than satisfactory teachers to the Superintendent with a copy to the principal, employee and the Assistant Superintendent of the Office of Personnel Services on or about May 25.
- f. Extends probationary period when appropriate.

4. SUPERINTENDENT

- a. Establishes state directions to serve as parameters for the use of PATH as a means of quality control.
- b. Designates staff person to coordinate PATH statewide.
- c. Monitors implementation of PATH through summary and progress reports.
- d. Accepts or rejects District Superintendent's recommendation for continued employment or termination or non-renewal of probationary contract or the Temporary Teaching Assignment Agreement (TTAA).
- e. If recommendation for non-renewal or termination is accepted:
 - (1) Notifies teacher in writing of decision.
 - (2) Follows procedure for termination of contract (Procedure #5110.1 "Processing Discharge of Teachers").
- f. If recommendation for continued employment is accepted:
Authorizes the appropriate compensation action.

5. OFFICE OF PERSONNEL SERVICES

- a. Distributes PATH guidelines and program forms to all schools and offices by August 31.
- b. Processes data received from the schools and offices.

- c. Analyzes evaluation data and compiles them into reports to the Superintendent and District Superintendents.
- d. Processes appropriate actions authorized by the Superintendent.

Revised 9/1/70; Amended 8/71; Amended 10/74; Amended 5/85; Reviewed 6/86;
Amended 6/90

PROCEDURE: EVALUATION OF VICE-PRINCIPALS

REFERENCE: REGULATION #5602

FORM : PERSONNEL FORM 752 REVISED (SCHOOL ADMINISTRATOR EVALUATION REPORT)

RESPONSIBILITIES:

1. VICE-PRINCIPAL

- a. Participates in evaluation conferences with the principal.
- b. Signs required copies of Form 752 Revised to indicate awareness of the evaluation report.

2. PRINCIPAL

- a. Annual evaluation of tenured vice-principals.

- (1) For tenured vice-principal rated overall "satisfactory" to "excellent": By May 15, completes evaluation of performance on Form 752 Revised, discusses it with the vice-principal, and submits completed Form 752 Revised to the district superintendent.
- (2) For tenured vice-principal rated overall "marginal" or "unsatisfactory":
 - (a) By January 1, makes an early identification of vice-principal and continues to provide assistance for improvement.
 - (b) By April 1, informs & discusses with vice-principal the overall less than satisfactory rating and continues to provide assistance for improvement.
 - (c) By April 15, informs the district superintendent of less than satisfactory overall rating of the vice-principal.
 - (d) By May 1, principal discusses the final rating with the vice-principal.
 - (e) By May 15, informs the district superintendent of the final rating using completed Form 752 Revised, recommendation(s) and supporting documents.

b. Evaluation of probationary vice-principal for tenure purpose.

- (1) If the end of the probationary period and April 15 are within 90 calendar days of each other, one Form 752 Revised may be completed to cover the two dates, but submitted no later than April 15.
- (2) For probationary vice-principal rated overall "satisfactory" to "excellent":
 - (a) Completes a Form 752 Revised and discusses the evaluation report with the probationary vice-principal by May 15, or at least 45 calendar days (excluding July and August) before the end of the probationary period.
 - (b) Submits the completed Form 752 Revised with supporting documents to the district superintendent by June 1, or at least 30 calendar days before the end of the vice-principal's probationary period.
- (3) For probationary vice-principal rated overall "marginal" or "unsatisfactory":
 - (a) By January 1, or by 120 days before the end of the vice-principal's probation, makes early identification of vice-principal and provides assistance for improvement.
 - (b) By April 1, or by 90 days before the end of the vice principal's probation, principal informs and discusses with the vice principal the less than satisfactory performance and continues to provide assistance for improvement.
 - (c) By April 15, or by 75 days before the end of the vice-principal's probation, informs and discusses with the district superintendent the vice-principal's less than satisfactory overall performance, and continues to provide assistance for improvement.

- (d) By May 1 or at least 60 calendar days (excluding July and August) before the end of the probation period, informs the vice-principal of the final rating using completed Form 752 Revised, recommendation for extension of probation if rated overall "marginal", or non-tenure if rated overall "unsatisfactory", and other supporting documents.
- (e) By May 15 or at least 45 calendar days (excluding July and August) before the end of the probation period, submits the completed forms, recommendation for extension of probation if rated overall "marginal", or non-tenure if rated overall "unsatisfactory", and other supporting documents, to the district superintendent.

NOTE: A Form 752 Revised must be completed for every vice-principal and routed through the respective district superintendent's office.

3. DISTRICT SUPERINTENDENT

a. Annual evaluation of tenured vice-principal.

- (1) For tenured vice-principal rated overall "satisfactory" to "excellent": By June 1, forwards Form 752 Revised to the Office of Personnel Services.
- (2) For tenured vice-principal rated overall "marginal" or "unsatisfactory":
 - (a) By May 15, discusses rating of vice-principal with the principal.
 - (b) By June 1, submits to the Superintendent (with a copy to Office of Personnel Services) the Form 752 Revised, recommendation(s) and supporting documents.

b. Evaluation of probationary vice-principal for tenure purpose.

(1) For vice-principal rated overall "satisfactory" to "excellent":

By June 1 or at least 30 calendar days before the end of the probationary period, reviews completed Form 752 Revised and submits it to the Office of Personnel Services.

(2) For probationary vice-principal rated overall "marginal" or "unsatisfactory":

(a) By April 1, or at least 90 calendar days before the end of the probationary period, discusses the less than satisfactory overall performance with the principal.

(b) Reviews the Form 752 Revised, recommendation for extension of probation if rated overall "marginal", or non-tenure if rated overall "unsatisfactory", and other supporting documents.

(c) By June 1 or at least 15 calendar days before the end of the vice-principal's probationary period, submits to the Superintendent (with a copy to Office of Personnel Services) the completed Form 752 Revised, recommendation for extension of probation if rated overall "marginal", or non-tenure if rated overall "unsatisfactory", and supporting documents.

4. SUPERINTENDENT

Takes appropriate action and informs appropriate personnel.

5. OFFICE OF PERSONNEL SERVICES

a. Administers the evaluation program for school administrators.

b. Takes other appropriate actions as necessary.

Reviewed 9/1/70; Amended 10/74; Amended 12/77; Amended 6/86; Amended 3/90

PROCEDURE: EVALUATION OF PRINCIPALS

REFERENCE: REGULATION #5602

FORM : PERSONNEL FORM 752 REVISED (SCHOOL ADMINISTRATOR EVALUATION REPORT)

RESPONSIBILITIES:

1. PRINCIPAL

- a. Participates in evaluation conferences with the district superintendent.
- b. Signs required copies of the Form 752 Revised to indicate awareness of the evaluation report.

2. DISTRICT SUPERINTENDENT

- a. Annual evaluation of tenured principal.

(1) For tenured principal rated overall "satisfactory" to "excellent":

By May 15, completes a Form 752 Revised and discusses it with the principal and forwards the completed Form 752 Revised with supporting documents to the Office of Personnel Services.

(2) For tenured principal rated overall "marginal" or "unsatisfactory":

(a) By January 1, makes early identification of principal and provides assistance for improvement.

(b) By April 15, informs and discusses with principal the overall "less than satisfactory" rating and recommendation to the Superintendent, and continues to provide assistance for improvement.

(c) By May 15, discusses the final rating with the principal.

(d) By June 1, submits to the Superintendent (with a copy to Office of Personnel Services) the completed Form 752 Revised, recommendation(s) and other supporting documents.

- b. Evaluation of probationary principals for tenure purposes.

(1) If the end of the probationary period and April 15 are within 90 calendar days of each other, one Form 752 Revised may be completed no later than April 15 to cover the two dates.

(2) For probationary principal rated "satisfactory" to "excellent":

By May 15 or 30 calendar days (excluding July and August) before the end of the probationary period, completes a Form 752 Revised and discusses it with the principal, and submits the completed Form 752 Revised to the Office of Personnel Services.

(3) For probationary principal rated overall "marginal" or "unsatisfactory":

(a) By January 1, or by 180 days before the end of the principal's probation, makes early identification of principal and continues to provide assistance for improvement.

(b) By April 15, or by 75 days before the end of the principal's probation, informs and discusses with the principal the less than satisfactory performance, and continues to provide assistance for improvement.

(c) By May 15, or by 45 days before the end of the principal's probation, discusses the final rating with the principal.

(d) By June 1 or at least 30 calendar days before the end of the principal's probationary period, submits to the Superintendent (with a copy to Office of Personnel Services) the Form 752 Revised, recommendation for extension of probation if rated overall "marginal", or non-tenure if rated overall "unsatisfactory", and other supporting documents.

NOTE: A Form 752 Revised must be completed for every principal and routed through the respective district superintendent's office.

3. SUPERINTENDENT

Takes appropriate action and informs appropriate people.

4. OFFICE OF PERSONNEL SERVICES

- a. Administers the School Administrator Evaluation Program.
- b. Takes other appropriate actions as necessary.

Reviewed 9/1/70; Amended 10/74; Amended 12/77; Amended 6/86; Amended 3/90

PROCEDURE: EVALUATION OF EDUCATIONAL OFFICERS, DISTRICT AND STATE OFFICES

REFERENCE: REGULATION #5602

FORM : PERSONNEL FORM 753 (STATE AND DISTRICT EDUCATIONAL OFFICERS
EVALUATION REPORT)

RESPONSIBILITIES:

1. EDUCATIONAL OFFICER

- a. Participates in evaluation conferences with the evaluator.
- b. Signs required copies of Form 753 to indicate awareness of the evaluation report.

2. DISTRICT SUPERINTENDENT/ASSISTANT SUPERINTENDENT AND/OR DESIGNEE

a. Annual evaluation of tenured educational officers.

(1) For educational officer rated overall "satisfactory" to "excellent":

- (a) By July 15, completes a Form 753 and discusses it with the educational officer.
- (b) By July 31, forwards Form 753 with supporting documents to the Office of Personnel Services.

(2) For educational officer rated overall "marginal" or "unsatisfactory":

- (a) By January 1, makes early identification of educational officer and continues to provide assistance for improvement.
- (b) By April 15, informs and discusses with the educational officer the overall less than satisfactory performance and recommendation to the Superintendent, and continues to provide assistance for improvement.
- (c) By July 15, discusses the final rating with educational officer.

(d) By July 31, submits to the Superintendent (with a copy to Office of Personnel Services) the completed Form 753, recommendation(s) and other supporting documents.

b. Evaluation of probationary educational officer.

- (1) If the end of the probationary period and July 1 are within 90 calendar days of each other, one Form 753 may be completed to cover the two dates, but submitted no later than July 1.
- (2) For educational officer rated overall "satisfactory" to "excellent":
 - (a) Completes a Form 753 and discusses it with the educational officer at least 45 calendar days before the end of the probationary period.
 - (b) By July 31, submits the completed Form 753 with supporting documents to the Office of Personnel Services.
- (3) For educational officer rated overall "marginal" or "unsatisfactory":
 - (a) By January 1, makes early identification of educational officer and continues to provide assistance for improvement.
 - (b) By April 15 or at least 75 calendar days before the end of the probationary period, informs and discusses the overall less than satisfactory performance with the educational officer, and continues to provide assistance for improvement.
 - (c) By July 15, discusses the final rating with the educational officer.
 - (d) By July 31 or at least 30 calendar days before the end of the probationary period, submits to the Superintendent (with a copy to Office of Personnel Services) the completed

Form 753, recommendation for extension of probation if rated overall "marginal", or non-tenure if rated overall "unsatisfactory", and other supporting documents.

NOTE: A Form 753 must be completed for every educational officer and routed through the respective superintendent's office.

3. SUPERINTENDENT

Takes appropriate action and informs appropriate people.

4. OFFICE OF PERSONNEL SERVICES

Administers the evaluation program for district and state educational officers.

PROCEDURE: EVALUATION OF TEMPORARY EDUCATIONAL OFFICERS

REFERENCE: REGULATION #5602

FORMS : PERSONNEL FORM 752 REVISED (SCHOOL ADMINISTRATOR EVALUATION FORM)

PERSONNEL FORM 753 (STATE AND DISTRICT EDUCATIONAL OFFICER EVALUATION REPORT)

1. Evaluation for Temporary Educational Officers

- a. An evaluation form must be completed at the end of the appointment period, but no later than May 15 for school educational officers and July 15 for state and district educational officers, by the immediate supervisor for any person who serves for 60 or more continuous calendar days.
- b. Forms to be used:
 - (1) Temporary vice-principal - Personnel Form 752 Revised by principal.
 - (2) Temporary principal - Personnel Form 752 Revised by respective district superintendent.
 - (3) Temporary state and district educational officer - Personnel Form 753 by respective assistant superintendent/district superintendent.
- c. Completed evaluation forms shall be routed to the respective assistant superintendent/district superintendent's office.
- d. All completed evaluation forms are to be submitted to the Office of Personnel Services by June 1 for school educational officers and July 31 for state and district educational officers.

2. Evaluation of Teachers who have Served or are Serving as Temporary Educational Officers

A PATH evaluation must be completed by the principal of the school from which the teacher comes.

Adopted 12/77; Amended 6/86

PERSONNEL DEVELOPMENT
ADMINISTRATIVE REGULATIONS

DEPARTMENT OF EDUCATION ADMINISTRATION TRAINING PROGRAMS

The Department may establish and implement administration training programs to identify, train and develop leaders for the organization. Individuals who exhibit the desired personal attributes and complete the academic and experience requirements of the training programs may be certified as administrators. The training programs are designed to provide essential skills, understanding and knowledge required of effective leaders in the Department.

A. Identification of Potential Leaders

The Department shall create an environment of opportunities to encourage individuals to participate in a wide range of experiences to develop their leadership potential. There shall be a system-wide means to encourage, identify and counsel certificated employees with administrative and managerial potential to participate in administration training programs.

B. Eligibility

The Department shall specify and articulate eligibility requirements for participation in district, state and school administrators training programs. These eligibility requirements shall be appropriate to the demands of the targeted positions. For school administration training, certificated employees of the Department with a Professional Teacher Certificate or Master's degree in Educational Administration and with five years of (acceptable) teaching experience within grades K-12 of which one year must be with the Department are eligible to apply.

C. Program Provisions

Please refer to program guidelines developed and disseminated by the Department.

Revised 9/1/70; Amended 10/74; Amended 6/86

PROCEDURE: APPLYING FOR AND PARTICIPATING IN DEPARTMENT OF EDUCATION
ADMINISTRATION TRAINING PROGRAMS

REFERENCE: REGULATION #5603

FORMS : FORM SAT-1 (APPLICATION FOR SCHOOL ADMINISTRATION TRAINING PROGRAM)

RESPONSIBILITIES:

1. APPLICANT

- a. Discusses program with immediate supervisor.
- b. Completes Form SAT-1 following established procedures.
- c. Submits completed application to principal/supervisor.

2. PRINCIPAL/SUPERVISOR

- a. Informs staff about training program.
- b. Conducts career counseling.
- c. Makes assessments and recommendations.

3. OFFICE OF PERSONNEL SERVICES

- a. Administers administration training programs.
- b. Coordinates all school, district, and state activities related to administration training program.

Revised 9/1/70; Amended 10/74; Amended 6/86



MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII DEPARTMENT OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION

This Memorandum of Understanding is entered into this 10th day of June, 1991, by and between the State of Hawaii, Department of Education, hereinafter referred to as the Employer, and the Hawaii State Teachers Association, hereinafter referred to as the HSTA.

Both parties mutually agree to the following:

1. Teachers participating in the After-School Instructional Program (ASIP) on days when schools are scheduled to be in session, as authorized by the Employer, shall be compensated at daily rates based on approximately 40 minutes per standard ASIP day. Daily rates shall be determined as follows:
 - a. Tutor/Instructors. The appropriate hourly rate (Class I, Class II, or Class III) for Part-Time Temporary Teachers (PTT) times (x) 2/3 of an hour.
 - b. Course Teachers and Tutor Managers. The appropriate hourly rate (Class I, Class II, or Class III) for Part-Time Temporary Teachers (PTT) times (x) 2/3 of an hour times (x) 123 percent.
2. The rates of compensation for the ASIP officially authorized by the Department of Education during the 1989-90 school year are recognized as correctly established and are not affected by this memorandum.

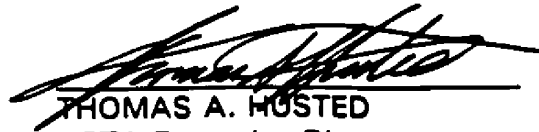
The parties have not agreed on pay rates and conditions of work for teachers (if any) who participate in the ASIP on Saturdays, Sundays, holidays, winter break, spring break, and the period from June 11 to the beginning of the next teacher work year in August.

3. This memorandum of Understanding shall expire on June 30, 1993.
4. In the negotiations for the 1993-95 BU 05 Collective Bargaining Agreement, the HSTA shall bring the topic of the ASIP to the bargaining table.

5. This settlement agreement shall not be used as a precedent in any other or future cases.
6. This Memorandum of Understanding shall satisfactorily resolve the grievance on the ASIP.



CHARLES T. TOGUCHI
Superintendent of Education



THOMAS A. HOSTED
HSTA Exexutive Director



FRANCIS P. KEENO
Deputy Attorney General



SEAN KIM
HSTA Legal Counsel

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(ARTICLE VII - ASSIGNMENTS AND TRANSFERS)

This Memorandum of Agreement is entered into this 15th day of April, 1991 by and between the State of Hawaii, Board of Education, hereinafter referred to as the Board, and the Hawaii State Teachers Association, hereinafter referred to as the Association.

In a shared concern to staff schools at the earliest possible time, the Association and the Board mutually agree to modify Article VII, of the Agreement between the State of Hawaii, Board of Education, and the Hawaii State Teachers Association in effect from July 1, 1989 to June 30, 1993.

Both parties mutually agree to the following:

1. Article VII, Section G., Paragraph 1, Transfer Period of the master Agreement, shall be modified to read, "The voluntary transfer period shall be from February 28 to June 14 of each year."
2. Vacant new positions created by the Legislature and allocated by the Governor, if not posted during the voluntary transfer period, shall be posted during a Special Single one-week posting period on or before June 30th.

If the newly created positions are allocated to the Department after June 30, both parties shall meet to discuss the vacancy posting date, which would end no later than July 31.

Subsequent vacancies created by this Special Single one-week posting shall not be posted.

3. This Memorandum of Agreement shall expire on June 30, 1993.

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING FOR
ARTICLE VII - ASSIGNMENTS AND TRANSFERS

State of Hawaii
Board of Education

Mitoyo Takahama
Its Chairperson

State of Hawaii
Board of Education

Karen McMillen
Its Board Member

State of Hawaii
Board of Education

John C. Hester
Its Board Member

State of Hawaii
Department of Education

Charles J. Fogueli
Its Superintendent

Hawaii State
Teachers Association

Baron C. Mahoe
Its President

Hawaii State
Teachers Association

Thomas A. Hester
Its Executive Director

Hawaii State
Teachers Association

Juan Lee Hester
Its Chief Negotiator

Hawaii State
Teachers Association

Drew E. Ijama
Its Negotiations Specialist

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(EARLY MORNING PREPARATION PERIOD)

This Memorandum of Understanding is entered into this 29th day of August, 1990 by and between the State of Hawaii, Board of Education, hereinafter referred to as the Board, and the Hawaii State Teachers Association, hereinafter referred to as the Association.

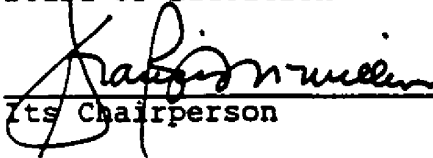
Both parties mutually agree to the following:

1. The Board agrees to continue an Early Morning Preparation Period Pilot Program.
2. Participation in the Early Morning Preparation Period Pilot Program shall be limited to those schools with common preparation periods scheduled at the end of the student day.
3. Beginning with the 1990-1991 school year, all remaining elementary and secondary schools with common preparation periods (in addition to those already participating in the Pilot Program) shall be eligible to participate in the Early Morning Preparation Period Pilot Program. A school's participation in the Pilot Program may be requested by a teacher(s). After assessing the school's program needs or reviewing a teacher's(s') request, if any, the principal may initiate a school's participation by notifying the district superintendent and teachers of his/her decision.
 - a. A teacher's(s') request for a school's participation in the Pilot Program shall not be unreasonably denied. Participation shall begin no later than October 1 for the 1990-1991 school year.
 - b. For each of the remaining years of the BU 05 Collective Bargaining Agreement, the principals of schools continuing in the Pilot Program and the principals initiating a school's participation in the Pilot Program shall follow the above procedure. The principal shall notify the district superintendent and teachers by May 31 of his/her decision to enter into the Pilot Program.

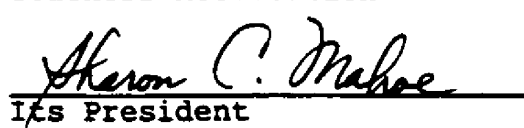
- c. If problems arise in implementing this provision, e.g., repeated tardiness or nonattendance at principal-scheduled afternoon events, meetings and/or inservice training activities, etc., as provided for within the BU 05 Collective Bargaining Agreement, the principal may suspend an individual's or school's participation in the Pilot Program until a mutually satisfactory resolution is reached. If a resolution cannot be reached within twenty (20) working days, the principal may terminate an individual's or school's participation in the Pilot Program for the remainder of that school year.
 - d. In no event shall the percentage of schools participating in the Pilot Program be less than 60% of the schools with common preparation periods scheduled at the end of the student day.
4. Beginning with the 1990-1991 school year, all bargaining unit members in a school with common preparation periods may participate in the Pilot Program.
5. Early morning preparation periods shall not be scheduled on Wednesdays and on days when training or other activities as provided for in the Collective Bargaining Agreement have been scheduled contiguous to the work day.
 - a. The provisions of Article VI, D, 2 (Flexible Work Time) and Section X (Preparation Periods) in the Unit 05 Agreement shall be applicable to bargaining unit members scheduled for early morning preparation periods.
 - b. With reasonable notice (at least two [2] days in advance) afternoon events, meetings and/or inservice training activities, as provided for within the BU 05 Collective Bargaining Agreement, may be scheduled at which time the attendance of all bargaining unit members shall be mandatory. Bargaining unit members assigned an early morning preparation period shall observe an afternoon preparation period and shall attend the scheduled afternoon event, training activity, or meeting.
6. The Employer shall not be required to alter the work schedules of other employees in order to accommodate bargaining unit members scheduled for early morning preparation periods. The Employer shall not be required to hire additional security personnel or make special provisions regarding the access to facilities and equipment.

7. The parties agree to meet no later than March 30 of each year for the purpose of assessing and evaluating the Pilot Program and to modify, expand, or reduce the Pilot Program for the succeeding school year.
8. The parties further agree that the parties may mutually agree to terminate the provision of this Memorandum of Understanding at any time.
9. This Memorandum of Understanding shall be for the period beginning on the day and year first written above, and shall end when the Pilot Program ends or June 30, 1993 whichever occurs first. The parties may mutually agree to extend this Memorandum of Understanding.

State of Hawaii
Board of Education


Its Chairperson

Hawaii State
Teachers Association


Its President

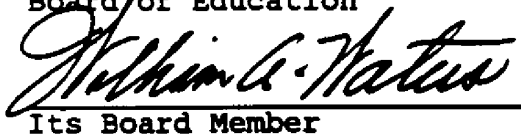
State of Hawaii
Board of Education


Its Board Member

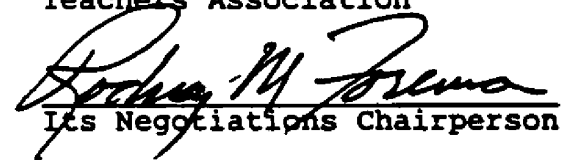
Hawaii State
Teachers Association


Its Executive Director

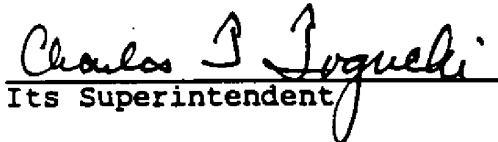
State of Hawaii
Board of Education


Its Board Member

Hawaii State
Teachers Association


Its Negotiations Chairperson

State of Hawaii
Department of Education


Its Superintendent

Hawaii State
Teachers Association


Its Negotiations Specialist

UNDERSTANDING BETWEEN THE DEPARTMENT OF EDUCATION
AND THE HAWAII STATE TEACHERS ASSOCIATION

I. SCOPE. The understanding made clear herein is the identification of in-service training activities which are in two major categories, one in which participation is without compensation, and the other in which participation is with compensation. This understanding is limited to certificated employees in the teacher bargaining unit.

II. THE UNDERSTANDING BY BOTH PARTIES:

A. Definition of Terms

1. Mandated - Directed or ordered by the Superintendent.
2. Voluntary - Not directed or ordered by the Superintendent.

B. In-Service Training Activities

1. In-service training participation without compensation:

- a. When a teacher volunteers to participate in a voluntary in-service training activity.
- b. When a teacher volunteers to use a non-mandated instructional program for which in-service training is either mandated or voluntary.
- c. When a teacher volunteers to use a DOE mandated instructional program not yet available to all teachers in a school, and he voluntarily participates in in-service training activities designed for that mandated program.
- d. When a teacher voluntarily participates in in-service training designed for veteran HEP teachers.

2. In-service training participation with compensation:

When a teacher is mandated by the Superintendent to attend an in-service training activity outside his scheduled work day or work year.

III. The understanding made clear herein supersedes any other directly related understanding between the two parties.

UNDERSTOOD:

Signed: Jack Reynolds Date 3-18-73
Mr. Jack Reynolds
Chief Negotiator, State of Hawaii

Signed: Joan Husted Date March 9, 1973
Miss Joan Husted
Chief Negotiator, HSTA

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement which is separate and apart from any Collective Bargaining Agreement is made and entered into this 29th day of September, 1982, by and between the State of Hawaii and the Board of Education, hereinafter referred to as the Employer, and the Hawaii State Teachers Association, hereinafter referred to as the Employee Organization.

Pursuant to Act 102, Session Laws of Hawaii, 1982, the parties agree that the following nonreligious, nonlabor organization charitable funds, that are exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code, are the exclusive funds from which the employee claiming and qualifying for religious exemption shall select one:

1. American Cancer Society - Hawaii Chapter
2. Hawaii Heart Association
3. Easter Seals Society

The parties also agree that the following shall be the responsibility of the Employee Organization:

1. Establish guidelines for determining bona fide religions, bodies or sects which have historically held conscientious objections to joining or financially supporting employee organizations;
2. Establish guidelines for determining whether an employee is a member of such bona fide religions, bodies or sects;

3. Upon request for religious exemption by an employee, verify that such employee qualifies for such exemptions;
4. Establish and carry out procedures for implementing the requirement that the employee pay sums equal to the dues and initiation fees to a nonreligious, nonlabor organization charitable fund as listed above in lieu of periodic dues and initiation fees.

STATE OF HAWAII

By George R. Ruych
Its Governor

BOARD OF EDUCATION

By William A. K. Steiner

Jane Nakamoto
Males Oraku

HAWAII STATE TEACHERS ASSOCIATION

By Harolden Wakida

John H. Reddy

Jean Lee Hunt

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(SCHOOL/COMMUNITY BASED MANAGEMENT PROGRAM)

This Memorandum of Understanding is entered into this 1st day of March, 1990 by and between the State of Hawaii, Board of Education, hereinafter referred to as the Board, and the Hawaii State Teachers Association, hereinafter referred to as the Association.

The Board and the Association believe that the most effective decisions are those made closest to the point of implementation. It acknowledges that teachers have a right and an obligation to participate actively in open dialogue where issues are presented, defined, discussed and resolved.

To implement this philosophy, the Board and the Association agree to the following:

- A. A School/Community-Based Management (SCBM) system assumes a collaborative, shared decision-making process and shall be established for implementation beginning with the 1989-1990 school year. The SCBM process shall be governed by the current SCBM Guidelines.
 1. The HSTA Liaison shall be selected by the Association from within the school's staff.
 2. The decision-making body may utilize SCBM funds to provide for the hiring of substitute(s) for teacher(s), including the HSTA Liaison, to participate in the SCBM process.
 3. The Employer and the Association may conduct joint training sessions to the degree possible unless otherwise requested by the school.
- B. Prior to the formation of the decision-making body, the principal shall, to the extent possible, notify the HSTA Liaison of meetings of the other segments of the school's community.

- C. After the formation of the decision-making body, the decision-making body will transmit to the HSTA Liaison copies of all SCBM documents and related materials at the same time as other members of that body. The HSTA Liaison may participate in the SCBM proceedings in the same manner as other members of the school community.
- D. A state committee to be called the SCBM Exception Review Committee shall be established to review the requests for exceptions and shall be composed of two (2) representatives appointed by the Association and two (2) representatives appointed by the Board.
 - 1. This Committee shall establish its own rules of operation.
 - 2. This Committee shall review the requests for exceptions to the Collective Bargaining Agreement including matters incorporated by reference from schools which have received approval of their Letter of Intent to participate in the SCBM Program.
- E. Exceptions to the Collective Bargaining Agreement must be approved by both parties.
 - 1. Any exceptions to the Collective Bargaining Agreement shall be granted for not more than two (2) school years and may be renewed by the SCBM Exception Review Committee.
 - 2. The exceptions granted shall be applicable only to the school submitting the exception request.
 - 3. Properly processed requests for exceptions which are granted by this Committee shall not be subject to the Grievance Procedure as provided for in the Agreement for the duration of the period the exceptions have been granted.
- F. Either party may reopen negotiations on the implementation of SCBM under Chapter 89 HRS between August 1, 1991 to August 31, 1991. At the conclusion of those negotiations, if any, the parties may agree to future reopeners during the life of the Agreement.

This Memorandum of Understanding shall be for the period beginning on the day and year first written above, and shall end on June 30, 1993.

State of Hawaii
Board of Education


Its Chairperson

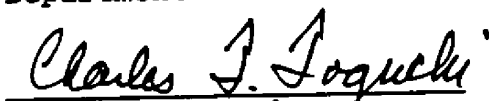
State of Hawaii
Board of Education


Its Representative

State of Hawaii
Board of Education


Its Representative

State of Hawaii
Department of Education


Its Superintendent


State of Hawaii
Department of Education


Its SCBM Director

Hawaii State
Teachers Association


Its President

Hawaii State
Teachers Association


Its Director of Programs

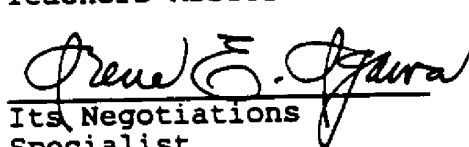
Hawaii State
Teachers Association


Its Negotiations Chair

Hawaii State
Teachers Association


Its SCBM Coordinator

Hawaii State
Teachers Association


Its Negotiations Specialist

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII, BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION

This MEMORANDUM OF UNDERSTANDING is entered into this day of January 6, 1978 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.


Both parties mutually agree that the Staff Reduction Guidelines for Certificated Personnel (Teacher Types) dated January, 1976, as referred to in Article VII, Assignments and Transfers, Section I, paragraph I, is hereby superseded by the Staff Reduction Guidelines for Certificated Personnel (Teacher Types) dated December, 1977.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF UNDERSTANDING the day and year first written above.

STATE OF HAWAII
BOARD OF EDUCATION

HAWAII STATE TEACHERS ASSOCIATION


(REV.) DARROW L. KAKANUI AIONA
Chairman


Executive Director

STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES

STAFF REDUCTION GUIDELINES FOR CERTIFICATED PERSONNEL
(Teacher Types)

I. INTRODUCTION

Staff reduction is the process of reducing the number of active certificated employees assigned to a school. Staff reduction occurs when the number of active certificated employees assigned to the school exceeds the number of certificated positions allocated to that school. Staff reduction may be caused by:

- A. A decrease in enrollment.
- B. A cutback of funds or special positions allocated to the school.
- C. Employees holding school status returning from leaves of absence or temporary duty assignments.
- D. Other administrative actions, such as consolidation of schools, opening of new schools, etc.

(NOTE: H.R.S. 297-11 states: "Teachers may also be dismissed because of decrease in number of pupils or for other causes over which the department has no control. Dismissals due to decrease in number of pupils or for causes over which the department has no control shall begin with those teachers with the least number of years of service...." This provision of the law refers to lay-off in the event that teachers have to be dismissed on a statewide basis.)

II. DEFINITION OF TERMS

A. Types of Teacher Assignment

1. Regular Assignment: Tenured teacher assigned to a permanent unobligated position (clear line) in the school.

A position is obligated* when another teacher has return rights to the position. Return rights may be held by teachers on leave, teachers on temporary duty assignment, etc.

A regular assignment, if available, shall only be granted at the beginning of the school year in September.

2. Limited Term Assignment (LTA): Teacher who does not hold a regular assignment. A limited term assignment usually has a specific termination date and generally does not exceed one school year at a time. Five types of limited term assignments are identified as follows:

- a. LTA-Vicing:

- (1) Tenured teacher temporarily assigned to a permanent but obligated position in the school.

A position is obligated* when another teacher has return rights to the position. Return rights may be held by teachers on leave, teachers on temporary duty assignment, etc. or,

- (2) Tenured teacher assigned after October 1st of the school year to a permanent unobligated position in the school.

The LTA-Vice assignment is necessary in this case because a regular assignment can be granted only at the beginning of the school year in September.

*A position may not necessarily be obligated to any one individual teacher on a one to one basis but rather may be obligated collectively along with other obligated positions to teachers who have return rights to that school.

- b. LTA-Temporary Position: Tenured teacher assigned to a temporary position. Such a teacher may have a special guaranteed right of return to another school or to a district unassigned status.
- c. LTA-Temporary: Tenured teacher on early return from leave.
- d. LTA-Probationary: Teacher serving on probation.
- e. LTA-TTAA: Teacher with a Temporary Teacher's Appointment Agreement.

B. Status of Teacher

- 1. School Status: Teacher holding an assignment to a school to which he/she is entitled and, therefore, holding some form of priority for school placement under staff reduction guidelines.
- 2. Non-school Status: Teacher not assigned to a school and, therefore, not holding any priority for school placement under staff reduction guidelines.

C. Status of Teachers on Leaves of Absence

1. With School Guarantee

A teacher on an original leave of absence holds a school guarantee and retains school status as follows:

- a. A teacher holding a regular assignment prior to going on leave returns to a regular assignment status in the school.
- b. A teacher holding a LTA-Vice assignment prior to going on leave returns to a vicing assignment status in the school and thus assumes the rights of a vicing teacher.

2. Without School Guarantee

- a. A teacher loses school status upon taking a leave of absence without school guarantee. Such a teacher assumes a district unassigned status and no longer belongs to the school from which he/she took leave. In general an extended leave of absence does not carry a school guarantee.

- b. A teacher who holds a district unassigned status or staff reduced status prior to going on leave returns to a district unassigned status.

D. Continuous Service for Seniority Purposes

1. Continuous District Service

- a. Continuous district service is defined as the total amount of continuous active service time in the district starting from the effective date of assignment to the district. This service does not include time as a substitute teacher or other casual type of employment.
- b. A teacher who leaves a district because of resignation, transfer, etc., must reaccumulate service time in that district starting from the effective date of return to that district.

2. Continuous School Service

- a. Continuous school service is defined as the total amount of continuous active service time in the school starting from the effective date of assignment to that school. This service does not include time as a substitute teacher or other casual type of employment.
- b. A teacher who loses his/her school assignment because of a transfer, leave without school guarantee, resignation, etc., must reaccumulate service time from the date of re-assignment to the school.
- c. A teacher on a leave of absence with a school guarantee may retain his/her accumulated service time, and the period of leave shall count as active service time only if the leave itself carries service credit (Leave of Absence Without Pay [LWOP] for professional improvement, sabbatical leave, etc.).

- d. A teacher on a temporary duty assignment with a school guarantee retains continuous service time at his/her guaranteed school during the period of such assignment.
 - e. A teacher on a leave of absence without a school guarantee shall be required to reaccumulate service time if reassigned to the same school (extended LWOP, etc.).
- E. Actual Staff Reduction: Staff reduction action during the school year based on actual staffing conditions existing at the time of reduction.
- F. Projected Staff Reduction: Staff reduction action made on a projected basis and tentatively carried out for a subsequent school year based on tentative position allocations and personnel projections.
- G. September Adjustment Period: The period at the beginning of the school year, from September 1 to the first workday in October. Tentative personnel placements may be corrected during this time period if actual staffing conditions do not coincide with projections.
- Note 1: Regular assignments granted on a projected basis may be corrected during the September Adjustment Period if actual teacher staffing conditions do not coincide with prior projections.
- Note 2: Teachers with non-school status who are assigned to the school on a projected basis do not gain school status until after the September Adjustment Period ends.
- Note 3: Special Rule. Teachers who consummate transfers to advertised projected clear or vicing lines and teachers who consummate permanent exchanges shall gain school status as of September 1. If actual staff reduction becomes necessary, these teachers shall be placed in the appropriate Priority Category for reduction purposes.
- H. Clear Line: Permanent unobligated positions.
- I. Permanent Position: Non-temporary, general-funded position with authorized position count.

III. PROCEDURE FOR GRANTING REGULAR ASSIGNMENTS TO TEACHERS HOLDING LIMITED TERM ASSIGNMENTS

A. Time Limitation

Regular assignments, if available, shall only be granted at the beginning of the school year in September.

B. Priority

1. Qualified vicing teachers in the school shall have the first opportunity to obtain regular assignments. If there are more than one qualified vicing teacher, regular assignments shall be made by seniority. Teachers holding school guarantees while on leave from vicing assignments are also considered vicing teachers; however, such teachers on leave cannot be given regular assignments until they return to active service.

NOTE: Teachers holding LTA-Temporary Position Assignments have no priority for placement into other positions in the school.

2. If there are additional projected clear lines available after all qualified vicing teachers from the school have been accommodated, such lines shall be used in the following priority order:
 - a. To place unassigned teachers.
 - b. To be advertised for transfers.
 - c. To place probationary teachers hired to start during the month of September.

IV. MAINTENANCE OF REGULAR ASSIGNMENTS

Teachers in the school with regular assignments shall retain their regular assignments (designated Code "1" in Block 45 of the SF-5A) until such time that they leave the school or otherwise lose their school status.

V. PRIORITY CATEGORIES AND SENIORITY FOR STAFF REDUCTION PURPOSES

A. Teachers shall be assigned the following priority categories for the purpose of staff reduction:

Priority I: Tenured teachers with Regular Assignments.

Priority II: Tenured teachers with LTA-Vice Assignments.

Priority III: Tenured teachers with LTA-Temporary Assignments during the period of temporary assignment based on ending date indicated on SF-5A i.e., temporary assignments are given to teachers on early return from leave to a school where they have no school placement rights.

Priority IV: Teachers on probation during the current employment period.

Priority V: Teachers with TTAA contracts during the current employment period.

NOTE: This priority list accommodates both actual and projected staff reduction. Teachers holding Priorities III, IV and V do not carry their school status beyond the current school year and, thus, do not participate in projected staff reduction.

SPECIAL NOTE: A teacher with a LTA-Temporary Position Assignment holds a unique status under these staff reduction guidelines. By special exception, such a teacher has no placement rights in the school except to his/her assigned temporary position and, conversely, cannot be reduced from his/her temporary position until such time that the temporary position is terminated. The termination of a temporary position triggers the incumbent teacher's return to his/her guaranteed school.

B. Seniority for Tenured Teachers

In the application of seniority within priority categories, tenured teachers shall be ranked according to the following criteria:

1. The first criterion to be considered is service time in the Department of Education as a teacher (positions in the bargaining unit). This is total creditable service time which includes all DOE teaching service, leaves of absence which carry service credit, and creditable military service time. Examples of experiences which are not acceptable as creditable service time as a teacher are educational officer experiences, Peace Corps teaching, service with other State of Hawaii departments, substitute teaching, and teaching in other school systems.
2. If there is a tie in the application of total DOE service, the second criterion to be considered is continuous service time in the school.
3. If there is a tie in the application of continuous school service time, the third criterion to be considered is continuous service time within the district where the staff reduction is occurring.
4. If there is still a tie, the principal or administrator shall use a neutral method, such as flip of a coin, to break the tie.

C. Seniority for Probationary Teachers

In the application of seniority, probationary teachers shall be ranked by probationary status (P-4, P-3, P-2, P-1, P-0).

VI. SEQUENTIAL PROCESS OF IMPLEMENTING STAFF REDUCTION PROCEDURES

- A. The principal or administrator shall determine the area where the reduction is to be made; i.e., subject matter field in a secondary school and area of specialty in an administrative unit. Elementary teachers are K-6 certificated. DO NOT OVERLOOK this factor.

In the secondary schools, the master schedule and student registration are factors which may determine the area(s) where reduction is necessary. Reduction of administrative unit positions will be considered in the same fashion as subject matter fields in the secondary schools. Specialist areas, such as counselors, librarians, special education, etc., are considered as "subject matter" fields in schools.

- B.**The principal or administrator shall ask for volunteers when staff reduction occurs. In actual staff reduction, no volunteering is permitted if there are TTAA's in the identified area of reduction.
1. Those who volunteer must be from the subject department, specialty area, etc., involved in staff reduction.
 2. If there are more volunteers than the number of teachers to be reduced, priority category and seniority within priority category will be the basis to determine which teacher(s) will be permitted to volunteer to be staff reduced. Teachers in Priority Category I will be permitted to volunteer before teachers in Priority Category II, and teachers in Priority Category II will be permitted to volunteer before teachers in Priority Category III, etc. The more senior teachers in each priority category will be permitted to volunteer before other teachers in the same priority category with less seniority.
- C.**If there are no volunteers, the principal shall determine who must leave the school by first considering teachers with limited term assignments, starting with those holding the lowest priority (Priority V before Priority IV, Priority IV before Priority III, etc.). Teachers with Temporary Teaching Agreements have no seniority for staff reduction purposes.

Reduction of tenured teachers with regular assignments shall be carried out only after it is determined that there is no teacher with a limited term assignment who can be reduced. Reduction of teachers within priority categories shall be carried out through the applicable seniority process specified in Paragraphs V-B and V-C.

- D. A tenured teacher who is staff reduced may choose to realign, at that school, in other areas of certification. However, such a teacher shall not displace another tenured teacher who has higher priority/seniority. A teacher who volunteers to be staff reduced volunteers to be reduced from the school and, therefore, does not have the right to realign in other areas of certification.

****IMPORTANT:** The concept of actual reduction and projected reduction should be applied when implementing paragraphs "B" and "C" above. Priority rights for employees with limited term assignments apply only if such employees hold school status at the time when staff reduction takes effect. Generally, if the reduction is to take effect for a subsequent school year, (projected staff reduction), teachers with temporary contracts and teachers with temporary assignments would not have school status and, therefore, do not participate in the reduction process.

1. A teacher with Temporary Teacher's Appointment Agreement (TTAA) is a temporary teacher and is always the first to be reduced. If necessary such a teacher may be terminated prior to the expiration date of contract.
2. A probationary teacher is also a temporary teacher and is reduced prior to any tenured teacher.
3. A tenured teacher with a temporary assignment (Priority III) holds school status only during the period of such temporary assignment.

VII. SPECIAL PROCEDURES FOR STAFF REDUCTION AS A RESULT OF DEPARTMENT DIRECTED ACTIONS, SUCH AS CONSOLIDATION OF SCHOOLS, REDISTRICTING, MOVEMENT OF CLASSES (ONE OR MORE GRADE LEVELS) FROM ONE SCHOOL TO ANOTHER, AND OPENING OF A NEW SCHOOL

- A. In these situations, because the conditions are the result of department directed actions, a teacher who is involved in the staff reduction:
1. Will be permitted and will have first priority to move with students to the new school or schools that are directly involved, provided vacancies are available. In secondary school movements, subject matter will be considered as in other staff reduction or assignment situations.

If the reduced teacher chooses not to move to any school involved along with the students, the teacher will be placed in the pool of unassigned staff reduced teachers.

2. Will carry the applicable school seniority gained in the former school to the new school that is directly affected by the Department's action.
 3. Will not be able to carry over any school seniority accrued at the former school if the teacher is placed in the pool of unassigned staff reduced teachers.
- B. The following special conditions apply when consolidation of schools occur:
1. Each of the schools involved, if necessary, will go about reducing its respective staffs (if this be the case) based on projected enrollment figures. The remaining faculty members of the involved schools will then be consolidated to form one staff.
 2. If more teachers need to be added to the school immediately after consolidation, those teachers who were reduced from the schools involved will be given first consideration for those positions. The teachers with the most seniority in the Department of Education will have first choice of positions, or they may choose to remain staff reduced. If all of the staff reduced teachers can be accommodated, those teachers who were staff reduced from their respective schools have the choice of being placed at the new school or of remaining as staff reduced teachers.
 3. Once a teacher moves into the new school as a result of consolidation, that teacher will have all applicable school service at the former school counted as service time in the new school.

4. A teacher staff reduced as a result of consolidation will be considered an unassigned teacher in the district and will be treated in the same manner as other unassigned, staff reduced teachers.

VIII. ASSIGNMENT OF STAFF REDUCED AND DISTRICT UNASSIGNED TEACHERS

A. Placement of Staff Reduced Teachers

Whenever there are staff reduced or district unassigned teachers, the district shall confer with them to explain the method of assigning such teachers. All district superintendents are responsible for reassigning staff reduced or district unassigned teachers within their own district. If reassignment within the district is not possible, then these teachers will be considered for placement in other districts.

A teacher who is staff reduced or affected by other administrative action may submit, if he/she so desires, a preferred list of not more than three (3) schools, three (3) geographic areas within his district, and/or districts to his/her district personnel officer within seven (7) calendar days. This teacher shall have priority for a vacant position in his/her area of certification over less senior tenured teachers in similar situations. If preference of placement is in another district, this teacher is to be considered after all unassigned tenured teachers in that district have been placed.

Every reasonable attempt shall be made to place such a displaced teacher in one of his/her preferred areas if vacancies are available, but if the teacher fails to accept any bonafide offer made by the Department by August 1st of any school year, the Department thereafter shall have the right to assign such teacher to an appropriate vacancy.

B. Reassignment to Original School

Staff reduced teachers shall be reassigned to their original school based on priority category and seniority.

1. Any tenured teacher who was staff reduced and assigned during the summer months to another school shall be reassigned to the teacher's original school should a vacancy occur before September 1.
2. If, before September 1, one vacancy appears in a school but two or more teachers have been staff reduced from that school, then the teachers shall be reassigned based on the following priority:
 - a. Non-volunteers who held regular assignments by seniority (teacher with the highest seniority is reassigned first).
 - b. Non-volunteers who held LTA-Vice assignments by seniority.
 - c. Volunteers who held LTA-Vice assignments by inverse seniority (teacher with the least seniority is reassigned first).
 - d. Volunteers who held regular assignments by inverse seniority.

NOTE: At the time of reassignment, teachers who were non-voluntarily staff reduced may then volunteer to be reduced provided that there is a non-voluntarily staff reduced teacher of lessor priority/seniority available for reassignment.

3. School and District Retreat Rights

a. School Retreat Rights

Any tenured teacher who was involuntarily staff reduced and assigned to another school during the summer months may be offered the opportunity to return to his/her former school if an appropriate vacancy should occur on or after September 1 (during the September Adjustment Period). Such offers shall be made based on the following priority:

- 1) Teachers who held regular assignments by seniority.
- 2) Teachers who held LTA-Vice assignments by seniority.

Teachers who volunteer to be staff reduced do not have school retreat rights.

b. District Retreat Rights

Any tenured (district unassigned or staff reduced) teacher who is placed in another district under the provisions of Paragraph VII-A may be offered the opportunity to return to his/her former district if an appropriate vacancy should occur on or after September 1 (during the September Adjustment Period). This district retreat right is subordinate to school retreat rights, and any seniority placement rights held by other staff reduced or district unassigned teachers. Teachers who volunteer to be placed outside the district do not have district retreat rights.

c. Termination of Retreat Rights

School or district retreat rights terminate upon the expiration of the September Adjustment Period.

C. SUMMARY

After a teacher is staff reduced out of a school, the district is responsible for placing the teacher in his/her particular field somewhere in the district based on seniority. If an appropriate position is not available in the district, the teacher will be placed in an appropriate position somewhere in the State. If no such vacancy exists in the State, the least senior teacher in the State in that particular field will be "dismissed" in accordance with H.R.S. 297-11 to make room for the teacher.

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
(SCHOOL/COMMUNITY BASED MANAGEMENT PROGRAM)

This Memorandum of Understanding is entered into this 8th day of November, 1991 by and between the State of Hawaii, Board of Education, hereinafter referred to as the Board, and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO, hereinafter called the Union.

The Board and the Union believe that the most effective decisions are those made closest to the point of implementation. Such decisions acknowledge that school administrators have a right and an obligation to participate actively in open dialogue where issues are presented, defined, discussed and resolved.

To implement this philosophy, the Board and the Union agree to the following:

- A. A School/Community-Based Management (SCBM) system assumes a collaborative, shared decision-making process and was established for implementation beginning with the 1989-1990 school year. The SCBM process shall be governed by the current SCBM Guidelines.
- B. The Union shall be provided two (2) copies of all SCBM documents and related materials for each school.
- C. A state committee to be called the SCBM Exception Review Committee shall be established.
 1. This committee shall be composed of two (2) representatives appointed by the Union and two (2) representatives appointed by the Board.
 2. This Committee shall establish its own rules of operation and procedures.
 3. This Committee shall review and approve schools' exception requests to the Bargaining Unit 06 Agreement, including matters incorporated by reference to the Agreement. These exception requests may be a part of the schools' initial approved Proposal to Implement or may be submitted subsequent to the approval of the Proposal to Implement.

HGEA SCBM Memorandum of Understanding

- D. Exceptions to the Bargaining Unit 06 Agreement shall be approved by both parties.
1. Any exceptions granted to the Bargaining Unit 06 Agreement shall be for not more than two (2) school years and may be renewed by the SCBM Exception Review Committee.
 2. The exceptions granted shall be applicable only to the school submitting the exception request.
 3. Properly processed requests for exceptions which this Committee grants shall not be subject to the Grievance Procedure as provided for in the Bargaining Unit 06 Agreement for the duration of the exceptions.
- E. The parties agree to meet no later than May 30 of each year for the purpose of assessing, evaluating and modifying the procedures to administer requests for exceptions.

This Memorandum of Understanding shall be for the period beginning on the day and year first written above, and shall end June 30, 1993.

State of Hawaii
Board of Education




Its Chairperson

Hawaii Government
Employees Association



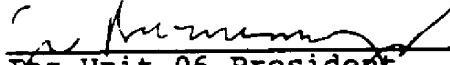
Its Executive Director

State of Hawaii
Board of Education



Its Representative

Hawaii Government
Employees Association



Its Unit 06 President

State of Hawaii
Board of Education



Its Representative

HGEA SCBM Memorandum of Understanding

State of Hawaii
Department of Education

Charles J. Fogueli
Its Superintendent

State of Hawaii
Department of Education

[Signature]
Its SCBM Director

**Memorandum of Understanding Between
the State of Hawaii Board of Education and
the Hawaii State Teachers Association
(Hawaii Department of Defense National Guard Military
Youth Program (Challenge Program))**

This Memorandum of Understanding is entered into this 28th day of July, 1994 by and between the State of Hawaii, Board of Education, hereinafter referred to as the Board, and the Hawaii State Teachers Association, hereinafter referred to as the Association.

The Board and the Association agree that bargaining unit 5 members may participate in the Hawaii Department of Defense National Guard Military Youth Program, hereinafter referred to as the Challenge Program in accordance with the following:

1. Each bargaining unit 5 member selected by the National Guard to participate in the Challenge Program shall enter into a special leave of absence contract with the Department of Education in accordance with the following:
 - a. The bargaining unit 5 member shall be placed on leave with pay for the full school year or portion thereof in the event that a teacher begins participation after the start of the school year. This leave may be extended on a year-to-year basis subject to the approval of the Department.
 - b. The bargaining unit 5 member shall be granted return rights and early return from leave rights in accordance with Departmental procedures.
 - c. The bargaining unit 5 member shall continue to earn and accrue regular salary, health fund benefits, service and retirement credits, and sick leave benefits as if the bargaining unit member were in his or her regular teaching position.
2. In the event that a bargaining unit member does not report to and participate in the Challenge Program as originally agreed to or does not return to the Department of Education upon being released early from the Challenge Program by the National Guard, the teacher may be placed on leave without pay from the date he or she was to report to or was released from the Challenge Program and the bargaining unit member shall be required to reimburse the Department of Education for that period of leave with pay and that leave shall be adjusted to leave without pay.

Memorandum of Understanding
National Guard Military Youth Program (Challenge Program)

3. While participating in the Challenge Program the bargaining unit member shall be under the direction, supervision and control of the Hawaii National Guard which shall have authority over all program requirements and working conditions.
 - a. Other than for the individual bargaining unit member's regular salary, the bargaining unit member participating in the Challenge Program shall not be entitled to any supplementary pay differentials, recall pay, or other compensation, benefits or credits arising from his or her participation in the Challenge Program or due to the Challenge Program's non-traditional work hours, work days, work year, work assignments, working conditions or for other reasons associated with the Challenge Program.
 - b. Bargaining unit members shall direct all questions or concerns regarding Challenge Program activities and working conditions to the National Guard.
4. When filling vacancies of those bargaining unit members selected to participate in the Challenge Program, the Department shall follow established procedures and strive to fill such vacancies with appropriately certified replacements.


The provision of this Memorandum shall not be precedent setting.

This Memorandum of Understanding shall expire on June 30, 1995.

State of Hawaii
Board of Education


Chairperson, Board of Education

Hawaii State Teachers Association


President

State of Hawaii
Board of Education


Member, Board of Education


Negotiations Specialist

Memorandum of Understanding
National Guard Military Youth Program (Challenge Program)

State of Hawaii
Board of Education

Denise Mataunata

Member, Board of Education

Department of Education

Samuel Hui

Superintendent

**MEMORANDUM OF UNDERSTANDING
BETWEEN STATE OF HAWAII BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(Early Transfer Program)**

This Memorandum of Understanding is entered into this 12th day of September, 1994 by and between the State of Hawaii, Board of Education, hereinafter referred to as the Board, and the Hawaii State Teachers Association, hereinafter referred to as the Association.

The Association and the Board agree there is a need to conduct teacher assignment and transfer activities for the 1995-96 school year in early November 1994. Both parties anticipate that a large number of teachers will participate in the provisions of Act 212, SLH 1994 by notifying the Department of Education by October 1, 1994 of their retirement.

Based on a shared concern to fill the large number of anticipated teacher vacancies that will be created with the implementation of a special early retirement incentive bonus program, the parties have agreed to modify the teacher assignment and transfer program on a one-time only basis. Except as herein specifically modified, all provisions of Article VII - Assignments and Transfers and Appendix VI - Memorandum of Understanding (Experimental Transfer Program) shall apply. All transfers consummated under this Early Transfer Program shall be effective August 30, 1995.

Specifically, the parties agree to modify Section G., sub-sections 1., 2., and 3. of Article VII - Assignments and Transfers of the Master Agreement and the provisions of Appendix VI, Memorandum of Understanding (Experimental Transfer Program) as follows.

1. There shall be only two posting announcements. Vacancies resulting from teachers submitting the Department's Form 190 - Separation From Service, indicating retirement on June 30, 1995 and positions occupied by non-tenured teachers holding Temporary Teaching Appointment Agreements will be posted October 31 - November 7, 1994.

Vacancies resulting from the first posting will be posted December 5 - 9, 1994.


2. All probationary teachers will remain in their respective positions unless staff reduced or displaced by a returning incumbent.
3. All tenured teachers and probationary 3 and 4 teachers who will satisfactorily complete their probation at the end of the current school year may submit the Form 101b - Teacher Request For Transfer/Intra-School Reassignment to the Principal/Supervisor of vacancies listed on the posting announcements.
4. Remaining vacancies not filled by transfers will be filled in accordance with the current "Guidelines for Filling Vacant Teacher Positions."
5. The School Pool Transfer period will be from May 1 - 14, 1995. Only tenured teachers may participate in new vacancies known at this time. To participate, tenured teachers need to submit a completed Form 101 - Pool, Teacher Request for School Pool Transfer according to the instructions provided on the form.

**MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF HAWAII
BOARD OF EDUCATION AND HAWAII STATE TEACHERS ASSOCIATION
(Early Transfer Program)**

6. A school pre-screening committee may be formed to review requests for transfer to schools with large numbers of applicants for posted vacancies. Reviews to screen applicants will be based on position/assignment requirements and responsibilities as identified by the principal/supervisor of the vacancies. The school pre-screening committee will recommend an appropriate number of applicants to be interviewed by the principal/supervisor. Schools of "high demand" will be jointly predetermined by the Association and the Office of Personnel Services.
7. Under current statute, teachers may rescind their application for retirement. However, to prevent dislocation of personnel who have filled vacant teacher positions, a teacher who rescinds his/her retirement notice will be returned to the original school if a position is available. If a position is not available, the teacher will gain district unassigned status and will be assigned appropriately to existing vacancies.

This Memorandum of Understanding shall expire on June 30, 1995.

**State of Hawaii
Board of Education**


Chairperson

Board of Education


Board Member

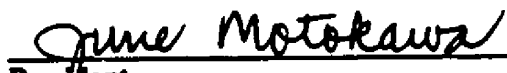
Board of Education



Board Member

Department of Education


Superintendent

Hawaii State Teachers Association


President


Executive Director


Chief Negotiator

Memorandum of Agreement
Between
State of Hawaii Board of Education and
Hawaii Government Employees Association
(Modification of Article 12, Section G)

This Memorandum of Agreement is entered into this 10th day of May, 1994 by and between the State of Hawaii, Board of Education, hereinafter referred to as the Board, and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO, hereinafter referred to as the Union.

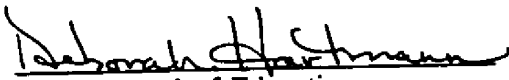
The parties mutually agree to modify Section G. of Article 12 - Tenure, in the bargaining unit 06 1993-95 Contract Agreement. The modifications herein apply to only those understandings relative to Article 12, Section G. and are limited to only ten-month educational officers whose effective date of probational appointment begins on September 1.

It is mutually agreed that the ten-month educational officer whose effective date of probational appointment is September 1 shall be eligible to apply for, request, or be considered for voluntary movement to another ten-month educational officer position prior to September 1 of the new school year, provided that the educational officer:

1. Completes the current school year; and
2. Receives an overall satisfactory or better performance rating for that current school year by May 1.

This Memorandum of Agreement shall be for the period beginning the day and year first written above, and shall end June 30, 1995.

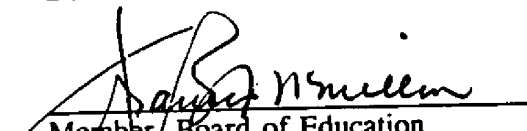
State of Hawaii
Board of Education



Chair, Board of Education

Board of Education


Member, Board of Education

Board of Education


Member Board of Education
Department of Education


Superintendent

Hawaii Government Employees
Association, AFSCME, Local 152,
AFL-CIO


Executive Director



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STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P.O. BOX 2360
HONOLULU, HAWAII 96804

AFFIDAVIT FOR DRIVER EDUCATION CERTIFICATE

I, _____, whose residence
address is _____
and teaches at _____ (School) _____ (District)

certify that I have a driving record free from repeated (two or more) accident experiences and
repeated traffic law violations (parking violations excluded) within the past five (5) years.

I have a valid Hawaii driver's license: _____

The above statements made by me are true, complete and correct to the best of my knowledge
and belief and are made in good faith.

**SPECIMEN
Form 202
Affidavit for Driver
Education Certificate**

Signature

Subscribed and sworn to before me
_____ day of _____,
19_____

Notary Public, _____
Judicial Circuit, State of Hawaii

My commission expires:



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P. O. BOX 2360
HONOLULU, HAWAII 96804

AGREEMENT FOR EXCHANGE

AGREEMENT BETWEEN THE DEPARTMENT OF EDUCATION AND _____ FOR AN EXCHANGE

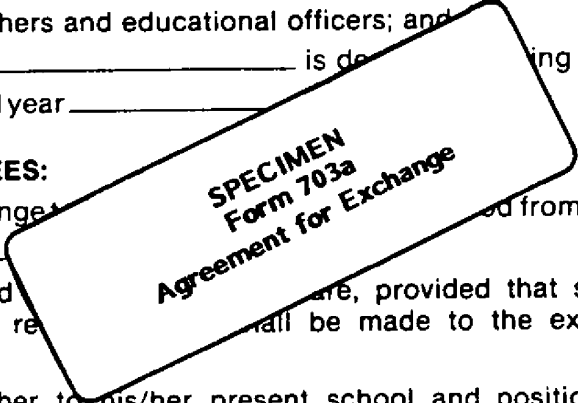
This agreement entered into this _____ day of _____, 19____, by and between the Department of Education, State of Hawaii, by _____, Superintendent, Department of Education, hereinafter referred to as "Department", and _____.

WITNESSETH:

WHEREAS, the Department of Education is authorized to establish conditions for the exchange of teachers and educational officers; and
WHEREAS, _____ is desiring to be granted an exchange position for the school year _____

DEPARTMENT AGREES:

1. To grant the exchange to _____ from _____ to _____
2. To pay one round-trip fare, provided that such budgeted funds are available and reimbursement will be made to the exchangee as soon as possible.
3. To reassign him/her to his/her present school and position at the end of the exchange period, provided that the exchangee qualifies for such a guarantee.



EMPLOYEE AGREES:

1. To complete the requirements of the exchange program within the active dates of the exchange period even though transportation fare is not available from the State.
2. To keep the Department of Education informed about his/her plans for the subsequent school year following the exchange.

The parties to this agreement do affix their signatures as of the day and year first above written.

DATED: _____, HAWAII, _____, 19____

STATE OF HAWAII

Superintendent, Department of Education _____

Employee _____



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P. O. BOX 2360
HONOLULU, HAWAII 96804

AGREEMENT FOR EXCHANGE

THIS AGREEMENT, made and entered this _____ day of _____, 19____, by and between the Department of Education, State of Hawaii (hereinafter "Hawaii DOE") and _____

WITNESSES THAT:

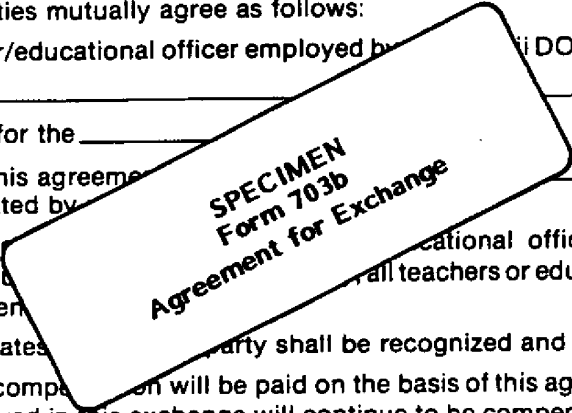
WHEREAS, the Hawaii DOE is authorized to contract for the exchange of teachers and educational officers, and

WHEREAS, _____ is authorized to contract for the exchange of teachers and educational officers, and

WHEREAS, both parties desire to enter into an exchange agreement for the school year _____,

NOW, THEREFORE, the parties mutually agree as follows:

1. **Exchange:** A teacher/educational officer employed by _____ Hawaii DOE and a teacher/educational officer employed by _____ will exchange duties for the _____
2. **Term:** The term of this agreement _____, to August 31, 19____, unless earlier terminated by _____
3. **Qualifications:** The _____ educational officers exchanged under this agreement shall be equal to _____, all teachers or educational officers exchanged shall be certificated teachers _____
4. **Certificates:** Certificates _____ party shall be recognized and honored by the other party.
5. **Compensation:** No compensation will be paid on the basis of this agreement. Teachers and educational officers involved in this exchange will continue to be compensated by the party by whom the teacher or educational officer was previously compensated, i.e. the home school system. Compensation includes but is not limited to salaries, social security, unemployment contributions, worker's compensation, temporary disability insurance, taxes, travel, retirement or other benefits. On or before June 30, 19____, each party shall present a bill of costs to the other party for the hiring of substitutes when the exchange teacher or educational officer is absent.
6. **Supervision and Evaluation:** Each party shall supervise the exchange teacher or educational officer under the rules and regulations applicable to teachers or educational officers of the school to which assigned. Each party shall evaluate the performance of the exchange teacher or educational officer and shall submit a report to the other party on or before June 30, 19____.
7. **Cooperation:** Each party shall immediately inform the other of any difficulties that may arise under this agreement. The parties shall mutually and cooperatively attempt to resolve such difficulties.



Superintendent
Department of Education
State of Hawaii

Superintendent

School District

City/County, State

STATE OF HAWAII
DEPARTMENT OF EDUCATION

APPLICATION FORM FOR EXTRA COMPENSATION FOR INTRAMURAL SUPERVISORS

School _____ School Year _____

District _____

State Fund Accounting Code _____

School Fund Accounting Code _____

(See Allocation Advice for Accounting Codes)

If school employs ONE supervisor:

<u>NAME</u>	<u>SOCIAL SECURITY NO.</u>	<u>STATE FUND</u>	<u>SCHOOL FUND</u>
_____	_____	\$41.00	_____

Months to be paid _____

If school employs TWO

<u>NAME</u>	<u>SOCIAL SECURITY NO.</u>	<u>STATE FUND</u>	<u>SCHOOL FUND</u>
_____	_____	\$36.00	_____
_____	_____	\$36.00	_____

Months to be paid _____

APPROVED:

PRINCIPAL DATE

DISTRICT SUPERINTENDENT DATE

OFFICE OF PERSONNEL SERVICES DATE

NOTE: Instructions on Reverse Side

DISTRIBUTION (6 Copies): (1) Payroll Office; (2) Personnel Office; (3) District Office;
(4) State Comptroller; (5) School; (6) Office of Instructional Services, Athletics

STATE OF HAWAII
DEPARTMENT OF EDUCATION

INTRAMURAL PROGRAM

PROGRAM REQUIREMENTS:

1. Regulation #5204

(a) "Extra compensation is limited to high schools and other schools with enrollment of at least 100 (September enrollment) in grade 7 and above which conduct year-round intramural programs at least twice a week after regular school hours." The compensation for the supervisor per month is:

1) If school employs ONE supervisor -- \$41 minimum (State Funds only)
-- \$71 maximum (\$41 State Funds + School Funds).

2) If school employs TWO supervisors -- \$36 each, minimum (State Funds only)
-- \$61 each, maximum (\$36 State Funds + Schools Funds).

(b) An individual MAY NOT receive a high school coach allotment AND an intramural supervisor allotment concurrently.

2. Requirements of Title IX Education Amendment prohibiting sex discrimination in intramurals must be adhered to.

(a) The regulation prohibits sex discrimination in the hiring of the intramural supervisor.

(b) The intramural activities must meet the interests of both sexes and provide them with access to sports in which they display an interest. Students may not be excluded on the basis of sex from participation in the intramural activities.

3. Application for Extra Compensation for Intramural

To be made out in sextuplicate. Please complete information and submit ALL copies to the District Superintendent by September 15. The District Office will forward ALL copies to Personnel Office for approval and distribution.

Type the FULL NAME of the supervisor to receive compensation in the space provided. Changes in supervisor CANNOT be made during the year without prior approval from the District Superintendent. Use Form 435B for changes.

4. Follow-Up Report Form

Submit a written report using Form PE-1/78 in June on activities conducted, number of participants by activities, problems encountered and positive occurrences to the District Office for submittal to Physical Education, Office of Instructional Services.

The follow-up report will be distributed to schools in April.

STATE OF HAWAII
DEPARTMENT OF EDUCATION
APPLICATION FOR HIGH SCHOOL COACHING ALLOTMENTS

School _____ Code _____ Payroll No. EC-3 School Year _____
Funding Code G027E Date _____

Deadlines: September 15, to District Office
September 30, to Office of Personnel Services

Distribution (6 Copies): (1) Payroll Office
(2) Personnel Office
(3) District Office

(4) State Comptroller
(5) School
(6) Office of Instructional Services, Athletics

Notes: (1) Only one person can be entered on one line. Please be sure that the names and social security numbers are correct.
(2) Two Head Coach positions are the maximum for a regular teacher.

SPECIMEN
Form 435
Application for High School
Coaching Allotments

SPORT	Line/Position Title	RATE	NAME OF COACH		SOC NO	SEC NO	SUB	FUNC	PROJ	NON-TCHR	REG TCHR AT ANOTHER SCHOOL
			Last	First							
VOLLEYBALL:											
1	Senior Head, Boys	597						U46	230		
2	Senior Assistant, Boys	497						U46	230		
3	Senior Head, Girls	597						U47	230		
4	Senior Assistant, Girls	497						U47	230		
5	Senior Head, Boys/Girls	697						U48	230		
6	Junior Head, Boys	497						U46	230		
7	Junior Assistant, Boys	357						U46	230		
8	Junior Head, Girls	497						U47	230		
9	Junior Assistant, Girls	357						U47	230		
ATHLETIC DIRECTOR (1,200):											
10a	Director (First Quarter)	300						U00	240		
10b	Director (Second Quarter)	300						U00	240		
10c	Director (Third Quarter)	300						U00	240		
10d	Director (Fourth Quarter)	300						U00	240		
11	Assistant Director	800						U00	240		
BOWLING:											
12	Senior Head, Boys	597						U07	230		
13	Senior Head, Girls	597						U08	230		
14	Senior Head, Boys/Girls	697						U09	230		



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P. O. BOX 2360
HONOLULU, HAWAII 96804

APPLICATION FOR IN-SERVICE "B" CREDIT ACTIVITY

(Submit Thirty Working Days Before Beginning of Activity)

DATE: _____

Title of Activity (Title should be descriptive. A plan* or syllabus MUST be attached): _____

Name and Title of Leader/Sponsor/Director (Must be DOE employee) _____

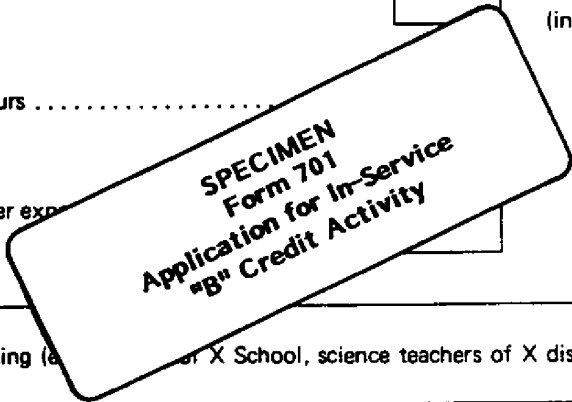
Name and Title of Instructor(s): _____

Dates of Activity: _____

Number of "B" credits requested 16-hour activity = 1/2 "B" credit
32-hour activity = 1 "B" credit
(in multiples of 16 hours.)

Total number of hours

Approximate number expected



Place of activity: _____

Name of group or person participating (a group of X School, science teachers of X district, or employee in a self-directed activity): _____

Anticipated cost of activity: to be paid by State funds: _____ Federal funds: _____ Total: _____

Recommend Approval

Recommend Disapproval

District Superintendent, District Coordinator
for Continuing Education or Assistant Superintendent Date

Approved

Disapproved

Superintendent Date

Total Number of "B" Credits Approved:
(No Credit for Partial Completion of Activities)

*The attached plan must include the following: (1) Purpose; (2) Specific objectives; (3) Activities to achieve objectives; (4) Time schedule, dates and hours; (5) Evaluation technique to ascertain success of this activity.



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P. O. BOX 2360
HONOLULU, HAWAII 96804

APPLICATION FOR IN-SERVICE "B" CREDIT FOR EDUCATIONAL TRAVEL

NAME: _____
Last First

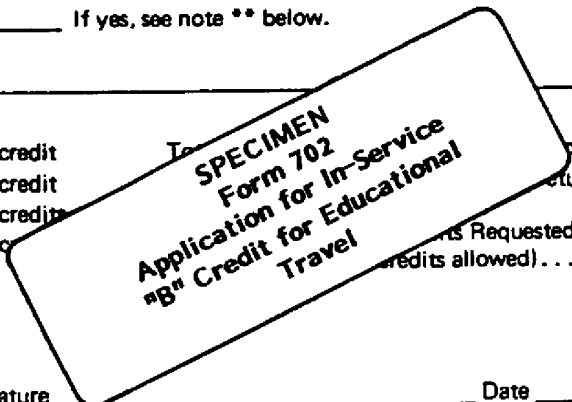
SCHOOL: _____ SUBJECT: _____ GRADE: _____

Places to be visited (Must be outside the State of Hawaii) - (Plans must be attached*):

Is this a University travel tour? _____ If yes, see note ** below.

Dates of Travel: From _____ To _____

- 8 to 20 days - 1/2 "B" credit
- 21 to 30 days - 1 "B" credit
- 31 to 40 days - 1 1/2 "B" credits
- Over 40 days - 2 "B" credits



Educational Travel: _____
(return date)

Credits Requested: _____
(credits allowed)

Applicant's signature _____ Date _____

Recommend:

Approval Disapproval

Principal _____ Date _____

Approval Disapproval

District Superintendent _____ Date _____

Approved Disapproved

Superintendent _____ Date _____

Total Number of "B" Credits Approved:

*Plans must include the following: (1) Purpose of travel; (2) Specific objectives related to job; (3) Educational activities planned to achieve the specific objectives; (4) Number of days for each educational activity; (5) Itinerary—dates and places in sequence.

**If an applicant enrolls in a University travel tour and receives University credits, he is NOT eligible for Department "B" credits.

APPLICATION FOR LEAVE OF ABSENCE



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P. O. BOX 2360
HONOLULU, HAWAII 96804

Soc. Sec. No.

Sch. or Sub-Div. Code

Type of Leave Code

Bargaining Unit Code

USE BALL POINT PEN OR TYPEWRITER. INSURE THAT INFORMATION IS CLEAR ON ALL COPIES.

SECTION I. EMPLOYEE INFORMATION

1. Name _____ 2. Mailing Address _____
Last, First Middle Initial Number Street
3. Home Telephone No. _____ City State Zip Code

SECTION II. LEAVE REQUEST AND APPROVAL ACTION (Complete appropriate subsection below)

1. I hereby request LEAVE WITH PAY charged to _____ Type of Leave
for the calendar period as follows:

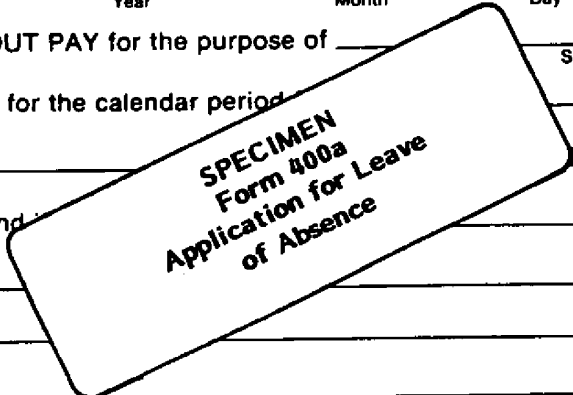
From _____ to _____
Month Day Year Month Day Year No. of Working Days

2. I hereby request LEAVE WITHOUT PAY for the purpose of _____ State Type of Leave

for _____ working days/months for the calendar period _____ Day Year

to _____ leave? Yes _____ No _____
Month Day

State reason(s) for leave (Append _____



Signed: _____ Employee Date School of Office

Recommend: Approval Disapproval Approved Disapproved

Signed: _____ Principal/Immediate Supervisor Signed: _____ District Superintendent

Date: _____ Date: _____

SECTION III. DOCTOR'S STATEMENT (Complete when requesting leave for health reasons)

_____ is under my care. I recommend that he/she be excused from duty
Name of Employee

for _____ days/months. _____ 19_____
Date Examined Physician's Signature

INSTRUCTIONS:

- All leave requests should state reasons and pertinent details must be clearly stated.
- The Doctor's Statement (above) must be completed when requesting leave without pay for health reasons.
- If leave is asked because of serious illness or death in the immediate family, the name, residence, and the exact relationship must be given and in addition (if for serious illness in the immediate family), a statement clearly setting forth the imperative need of the teacher's presence at the bedside must accompany the leave request.

ROUTING:

- Employee submits all copies and verifying attachment(s) to principal or immediate supervisor.
- Principal or immediate supervisor after approval recommendation submits all copies and verifying attachment(s) to District Superintendent.
- District Superintendent after approval action distributes as follows:
WHITE with verifying document(s) to Office of Personnel Services; PINK to District; GOLDENROD to School; BLUE to Employee; and CANARY to school for submittal to Payroll. 5800-17

GENERAL INFORMATION

The following are provided as general information:

Employees are advised to review the specific regulations and procedures in the School Code to understand the terms, conditions, and employee responsibilities that apply to their leave situations.

A. Responsibility While on Leave

1. Keeps the Department informed of intent to return by submitting a Form 101 when requested or by writing directly to the Department (school principal or district personnel officer) at least 90 days prior to the expiration date of his/her leave.
2. Keeps the Department informed of current leave address to insure that he/she receives all correspondence sent to him/her by the Department.
3. Initiates direct monthly payment(s) to maintain Health Fund Benefits as required during leaves of absence without pay.

B. Requesting Early Return From Leave (Reference: Regulation #5400)

Employee must submit written request to the Office of Personnel Services specifying the following information:

1. Date of availability.
2. Acceptable locations.
3. Present period of leave (beginning and ending date).
4. School from which leave was taken.
5. Teaching specialty (elementary, secondary, English, etc.).
6. Present telephone number and address.

Additionally, if requesting early return from leave without pay for health reasons, submits medical examination (Form 132, Physical Examination of Employee).

C. Failure to Return to Duty

Unless additional leave is granted, an employee who fails to return to service upon expiration of his/her leave will be terminated. All guarantee rights are forfeited upon termination.

APPLICATION FOR LEAVE OF ABSENCE

DEPARTMENT OF EDUCATION
Form DOE. G-1 (Rev. 8/84) RS 84-6743 (Rev. of TAC 77-3558)

Soc. Sec. No.

Sch. or Sub-Div. Code

Type of Leave Code

Bargaining Unit Code

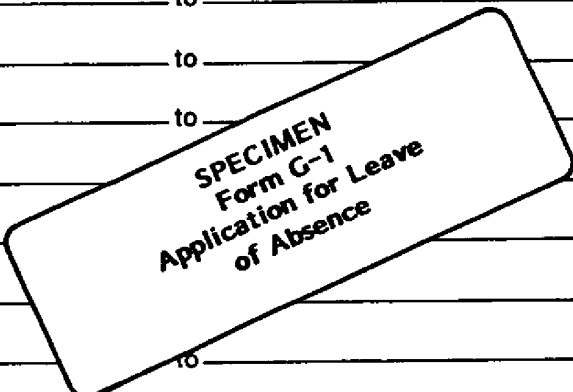
Date _____

I, _____ of _____
NAME: Last, First, Middle Initial Position/Title School/Office

apply for a leave of absence as follows:

A. WITH PAY, charged to _____ for the calendar period:
Type of Leave _____

Month	Day	Year	Month	Day	Year	No. of Hours	Approval Initial
From _____		to _____					
From _____		to _____					
From _____		to _____					
From _____		to _____					
From _____		to _____					
From _____		to _____					
From _____		to _____					
From _____		to _____					



B. WITHOUT PAY, for the purpose of _____ for _____
Type of Leave _____

hours for the calendar period from _____ to _____
Month Day Year Month Day Year

Work Week Code

Doctor's certificate attached for sick leave or leave without pay for illness of 5 or more days.

- Approved (Vacation/sick leave only)
- Recommend Approval (other paid leaves or LWOP)
- Disapproved (All Leaves)

- Approved (Paid leave/LWOP-30 days or less)
- Recommend Approval (LWOP-more than 30 days)
- Disapproved (All Leaves)

- Approved
- Disapproved

Signature of Employee

Date

Principal/Supervisor

Date

Assistant/District Superintendent

Date

Superintendent or Designee

TYPES OF LEAVE

Codes	Description
SICK LEAVE	
10	Worker's Compensation
12	Illness (Regular Sick Leave)
14	Extra Sick Leave - Temporary Disability Insurance
15	Extra Sick Leave - Authorized by Department Head
16	Personal Leave - Charged to Sick Leave
VACATION LEAVE	
20	Vacation Leave
21	Workers' Compensation - Charged to Vacation Leave
22	Personal Leave - Charged to Vacation Leave
29	Forfeiture
OTHER LEAVES WITH PAY	
30	Funeral Leave (3 days)
31	Military Leave
32	Pre-Induction Leave
33	Administrative Leave
34	Disaster Leave
35	Quarantine Leave
36	Symphony Leave
38	Activities Sponsored by Department
39	Jury or Witness Duty
40	Death is Imminent Leave (Certificated Only - 3 days)
41	Funeral Leave for Relative - Not Immediate Family (Certificated Only - 1 day)
50	Compensatory Time Off
70	Release Time
80	Other - Specify
LEAVE WITHOUT PAY (CLASSIFIED)	
90	Leave Without Pay:
	Union Business
	Pursue Course of Instruction
	Research
	Improving Ability and Increasing Fitness
	Extended Vacation for Travel, Rest or Recreation
	Delay Planned Layoff
	Loan to Another Government
	Entering U.S. EOA Service
	Illness
	Death in Family
	Industrial Injury
	Seeking Political Office
	Personal Business of Emergency Nature
	Employment at State Legislature
	Pre-Natal Care, Child Care, Child Adoption
	U.S. Military Service
	Witness (Outside Employment or Personal Business)
	Funeral or Death Outside the State
	Temporary Cessation of Normal Operations
	Temporary Intergovernmental Assignment

HOW TO COMPLETE WORK WEEK CODE*

For all Leave Without Pay actions, enter a three-digit alphameric code to identify the employee's scheduled days off for each work week in the affected pay period. Use the following steps to determine the applicable code:

1. Determine the pay period (**first-half** is the first day of the month to the fifteenth day of the month; and **second-half** is the sixteenth day of the month to the last day of the month) in which the action being taken becomes effective.
2. The first digit of the three digit code signifies the scheduled days off for the first full work week in the affected pay period. Thus, the second digit is the following week and the third digit is the third week:

EXAMPLE:

1st week in pay period	1	A	7
2nd week in pay period	_____		
3rd week in pay period	_____		

NOTE: When the first day of the pay period does not fall on the first day of the work week, report the scheduled days off for the entire week (Sunday through Saturday).

Use combinations of the following work week codes:

Code	Scheduled Days Off
1	Saturday - Sunday
2	Sunday - Monday
3	Monday - Tuesday
4	Tuesday - Wednesday
5	Wednesday - Thursday
6	Thursday - Friday
7	Friday - Saturday
A	Monday - Wednesday
B	Monday - Thursday
C	Monday - Friday
D	Monday - Saturday
E	Tuesday - Thursday
F	Tuesday - Friday
G	Tuesday - Saturday
H	Tuesday - Sunday
I	Wednesday - Friday
J	Wednesday - Saturday
K	Wednesday - Sunday
L	Thursday - Saturday
M	Thursday - Sunday
N	Friday - Sunday

ROUTING INSTRUCTIONS

- Employee**
Submit two (2) copies to immediate supervisor
- Principal/Supervisor**
 1. *Vacation and sick leave* - approves/disapproves (as authorized).
If approved, sends original to Payroll Section and retains copy for files.
 2. *Other leaves with or without pay* - recommends approval or disapproves.
If approval recommended, forwards two copies to the District or Assistant Superintendent.
- District/Assistant Superintendent**
 1. *Paid leaves* - approves/disapproves.
If approved, returns both copies to originating office.
 2. *Leaves without pay for 30 days or less* - approves/disapproves.
If approved, sends original to Classified Personnel Section and returns copy to the originating office for files.
 3. *Leaves without pay for more than 30 days* - recommends approval or disapproves.
If approval recommended, sends two copies to the Classified Personnel Section.
- Superintendent (or Authorized Representative)**
Leaves without pay for more than 30 days - approves/disapproves.
If approved, returns both copies to the Office of Personnel Services.



STATE OF HAWAII
DEPARTMENT OF EDUCATION

APPLICATION FOR PLACEMENT ON THE DISTRICT
SUBSTITUTE TEACHERS' LIST
(Please type or print)

AN EQUAL OPPORTUNITY EMPLOYER

PERSONAL INFORMATION

Last Name		First Name		Middle Name		Social Security Number	
Mailing Address				City and State		Zip Code	
Telephone Number							

EDUCATIONAL AND PROFESSIONAL TRAINING

Please list, in order of attendance, all educational institutions attended. The information should be complete and official college and/or university transcripts should be submitted. Transcript submittal is important to verify your proper classification and certification status inasmuch as this may affect your assigned pay rate and priority for day-to-day employment.

School	Location	From	To	Semester Hours	Degree	Date	Major Subject	Minor Subject

STUDENT TEACHING AND/OR INTERN TEACHING

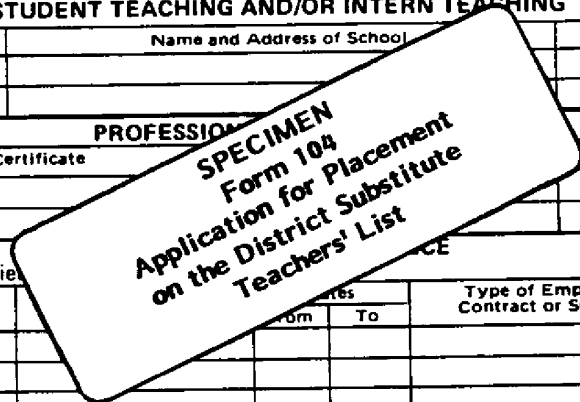
From	To	Subject or Grade Level	Name and Address of School	Name of Cooperating Teacher	Sem. Hr.

PROFESSIONAL

Type of Teaching Certificate

Date Expected or Granted

Expiration Date



Please list your most recent teaching experience

Name of School	Location City and State	From	To	Type of Employment Contract or Substitute	Reason for Leaving

GENERAL INFORMATION

Grade levels you are qualified to teach (Number according to preference)

SPECIALTY AREAS:

- Qualified School Librarian
- Qualified School Counselor

() Primary (K-3) () Upper Elem. (4-6) () Intermediate (7-9) () High (10-12)

Other: _____

Elementary or secondary subjects you are qualified to teach (according to preference)

(1) _____ (2) _____ (3) _____

Grade levels and subject areas you want to teach (do not repeat above indicated information). Please list: _____

HOME DISTRICT: I am designating my home district as: _____ Name of District

I wish to be considered only for the following areas/schools in my home district (list): _____
(Limited availability may be a reason for non-selection) * For Oahu indicate choice(s) of geographical availability area:

- | | | |
|--|-----------|----------|
| 1. Are you an active (registered) applicant for a regular DOE teaching position? | Yes _____ | No _____ |
| 2. Have you formally applied for a DOE teaching certificate? | Yes _____ | No _____ |
| 3. Are you currently a regular DOE teacher on leave? | Yes _____ | No _____ |
| 4. Were you previously employed by the DOE as a regular teacher (full or half-time)? | Yes _____ | No _____ |
| 5. Were you previously employed by the DOE as a substitute teacher? | Yes _____ | No _____ |
| 6. Are you currently registered as a substitute teacher in another District? | Yes _____ | No _____ |

CERTIFICATE OF APPLICANT

I hereby certify that the above statements are true, complete and correct to the best of my knowledge and belief.
I agree that any willful omission or falsification of material facts in this application which would ordinarily be used as a basis for not hiring me will constitute sufficient reason for immediate dismissal. I understand that unless this application is completed in detail that it will not be considered.

Date

Legal Signature of Applicant

District 5800-21

DISTRICT OFFICE ADDRESSES AND TELEPHONE NUMBERS

HONOLULU	4967 Kilauea Avenue Honolulu, Hawaii 96816	Telephone 732-1428
CENTRAL OAHU	1136 California Avenue Wahiawa, Hawaii 96786	Telephone 622-1669
LEEWARD OAHU	94-366 Pupupani Street Waipahu, Hawaii 96797	Telephone 671-3927
WINDWARD OAHU	45-955 Kamehameha Highway Kaneohe, Hawaii 96744	Telephone 247-3382 235-3031
HAWAII	75 Aupuni Street Hilo, Hawaii 96720	Telephone 961-7414
MAUI	54 High Street Wailuku, Hawaii 96793	Telephone 244-4222
KAUAI	3060 Eiwa Street Lihue, Hawaii 96766	Telephone 245-4493

GEOGRAPHICAL AVAILABILITY AREAS ON OAHU

Each of the four school districts on Oahu is subdivided into two availability areas. Substitute teachers on Oahu may choose to limit their availability to only one area in their home district or they may choose to be available in both areas in their home district.

(H1)	Honolulu District	Area 1	Punahou Street to Hawaii Kai
(H2)	Honolulu District	Area 2	Kalihi to Punahou Street
(C1)	Central District	Area 1	Moanalua/Pearl Harbor/Aiea-Waimalu
(C2)	Central District	Area 2	Mililani/Wahiawa/Waialua
(L1)	Leeward District	Area 1	Pearl City/Waipahu/Campbell Complex
(L2)	Leeward District	Area 2	Nanaikapono to Makaha
(W1)	Windward District	Area 1	Waimanalo to Waiahole
(W2)	Windward District	Area 2	Kaaawa to Kahuku

CHECK LIST FOR OFFICIAL USE ONLY

- ___ 1. Tuberculosis clearance certificate?
- ___ 2. Medical examination satisfactory?
- ___ 3. Official transcripts? Complete set?
- ___ 4. Preemployment Forms
 - ___ a. Certification of Social Security Number.
 - ___ b. State and Federal Employee's Withholding Forms W-4, HW-4?
 - ___ c. "Designation of Beneficiary" (Form 1-A)? Notary required.

PROFESSIONAL EXPERIENCE

PLEASE LIST FULL-TIME TEACHING AND ADMINISTRATIVE EXPERIENCE STARTING WITH YOUR PRESENT OR MOST RECENT POSITION. IF ADDITIONAL SPACE IS REQUIRED, PLEASE FOLLOW THE SAME FORMAT. IMPORTANT ARRANGEMENTS SHOULD BE MADE TO OBTAIN STATEMENTS VERIFYING THE

PERIOD OF EMPLOYMENT, SALARY AND JOB DESCRIPTION (INCLUDING MINIMUM QUALIFICATIONS). HAWAII DEPARTMENT OF EDUCATION EMPLOYEES ARE NOT REQUIRED TO DESCRIBE THEIR TEACHING DUTIES AND NEED TO INCLUDE ONLY THEIR PRESENT SALARIES.

EMPLOYER	STARTING DATE (Month, Day, Year)
ADDRESS	ENDING DATE
SUPERVISOR'S NAME AND TITLE	TOTAL YEARS & MONTHS
YOUR TITLE	MONTHLY SALARY
DUTIES	CIVIL SERVICE CLASSIFICATION (Range & Step)
REASON FOR WANTING TO LEAVE	

EMPLOYER	STARTING DATE (Month, Day, Year)
ADDRESS	ENDING DATE
SUPERVISOR'S NAME AND TITLE	TOTAL YEARS & MONTHS
YOUR TITLE	MONTHLY SALARY
DUTIES	CIVIL SERVICE CLASSIFICATION (Range & Step)
REASON FOR LEAVING	

EMPLOYER	STARTING DATE (Month, Day, Year)
ADDRESS	ENDING DATE
SUPERVISOR'S NAME AND TITLE	TOTAL YEARS & MONTHS
YOUR TITLE	MONTHLY SALARY
DUTIES	CIVIL SERVICE CLASSIFICATION (Range & Step)
REASON FOR LEAVING	

EMPLOYER	STARTING DATE (Month, Day, Year)
ADDRESS	ENDING DATE
SUPERVISOR'S NAME AND TITLE	TOTAL YEARS & MONTHS
YOUR TITLE	MONTHLY SALARY
DUTIES	CIVIL SERVICE CLASSIFICATION (Range & Step)
REASON FOR LEAVING	

EMPLOYER	STARTING DATE (Month, Day, Year)
ADDRESS	ENDING DATE
SUPERVISOR'S NAME AND TITLE	TOTAL YEARS & MONTHS
YOUR TITLE	MONTHLY SALARY
DUTIES	CIVIL SERVICE CLASSIFICATION (Range & Step)
REASON FOR LEAVING	

**SPECIMEN
Form 103
Application for
Professional Administrator's
Position (cont'd)**

OTHER WORK EXPERIENCE

FROM	TO	FIRM OR INSTITUTION	ADDRESS	NATURE OF WORK

PERSONAL STATEMENT

IN YOUR OWN HANDWRITING STATE WHAT YOU CAN CONTRIBUTE TO THIS SPECIFIC POSITION.

**SPECIMEN
Form 103
Application for
Professional Administrator's
Position (cont'd)**

USE THIS SPACE TO EXPLAIN OR ANSWER ANY OF THE PRECEDING QUESTIONS.

**SPECIMEN
Form 103
Application for
Professional Administrator's
Position (cont'd)**

When Will You be Available for Employment?	Most Convenient Day and Time for an Interview	Most Inconvenient Day and Time
--	---	--------------------------------

CERTIFICATE OF APPLICANT

Please read the following carefully before signing. Unless currently an employee of the Hawaii State Department of Education, an applicant is required to have the application notarized.

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT TERMS OF THE CONTRACT ARE SUBJECT TO CHANGE SHOULD THE INFORMATION PROVIDED BE INACCURATE OR CANNOT BE OFFICIALLY VERIFIED.

I HEREBY AUTHORIZE THE HAWAII STATE DEPARTMENT OF EDUCATION, OFFICE OF PERSONNEL SERVICES, TO OBTAIN INFORMATION FROM MY CURRENT AND PAST EMPLOYERS OR FROM ANY INDIVIDUAL LISTED ON THIS APPLICATION FORM AND ATTACHMENTS AND WAIVE THE RIGHT TO HOLD LIABLE THOSE PERSONS FOR PROVIDING ANY REQUESTED INFORMATION. IT IS UNDERSTOOD THAT SUCH INFORMATION IS TO BE ABSOLUTELY PRIVILEGED, CONFIDENTIAL AND USED ONLY IN DETERMINING MY QUALIFICATIONS FOR EMPLOYMENT AND ASSIGNMENT.

I AGREE THAT ANY WILLFUL OMISSION OR FALSIFICATION OF MATERIAL FACTS IN THIS APPLICATION WHICH WOULD ORDINARILY BE USED AS A BASIS FOR NOT HIRING ME WILL CONSTITUTE SUFFICIENT REASON FOR IMMEDIATE DISMISSAL. I UNDERSTAND THAT UNLESS THIS APPLICATION IS COMPLETED IN DETAIL THAT IT WILL NOT BE CONSIDERED.

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF _____

LEGAL SIGNATURE OF APPLICANT

_____, 198__

NOTARY PUBLIC _____
JUDICIAL COURT, STATE OF HAWAII

MY COMMISSION EXPIRES _____



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
 P O BOX 2360
 HONOLULU, HAWAII 96804

APPLICATION FOR PROFESSIONAL TEACHING AND/OR SUPPORT POSITION

(Please type or print)

AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

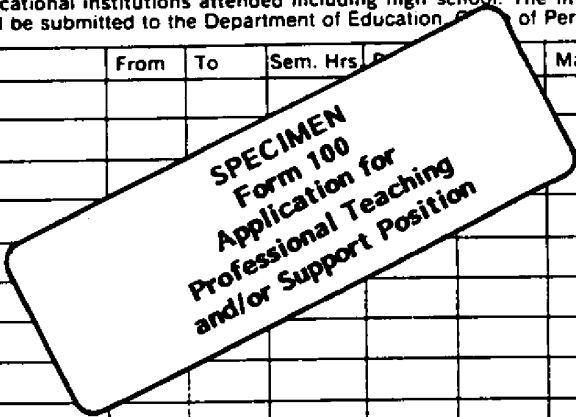
PERSONAL INFORMATION

First Name*	Middle Name*	Last Name*	Social Security Number		
Current Mailing Address Until		City and State	Zip Code	Area Code	Residence Phone No.
				Area Code	Business Phone No.
Permanent Address		City and State	Zip Code	Area Code	Residence Phone No.
				Area Code	Business Phone No.

EDUCATIONAL AND PROFESSIONAL TRAINING

Please list, in order of attendance, all educational institutions attended including high school. The information should be complete and official college and/or university transcripts should be submitted to the Department of Education and Personnel Services.

Institution	Location	From	To	Sem. Hrs.	Major Subject	Minor Subject
High School						
College or University						



STUDENT TEACHING AND/OR PRACTICUM

From	To	Subject or Grade Level	Name and Address of School	Name of Cooperating Teacher	Sem. Hrs.

PROFESSIONAL CERTIFICATION

Type of Teaching Certificate	State	Date Expected or Granted	Expiration Date

GENERAL INFORMATION

Grade levels you prefer to teach (number according to preference)

() Primary (K-3) () Upper Elem. (4-6) () Intermediate (7-9) () High (10-12)

When will you be available for employment?

Elementary or secondary subjects you are qualified to teach (according to preference)

(1) _____ (2) _____ (3) _____

Island assignment you will definitely accept (number according to preference)

() Any Island () Hawaii () Kauai () Lanai () Maui () Molokai () Oahu () Central Oahu () Leeward Oahu () Windward Oahu

Are you available for half-time (50%) employment? Yes No

PROFESSIONAL EXPERIENCE

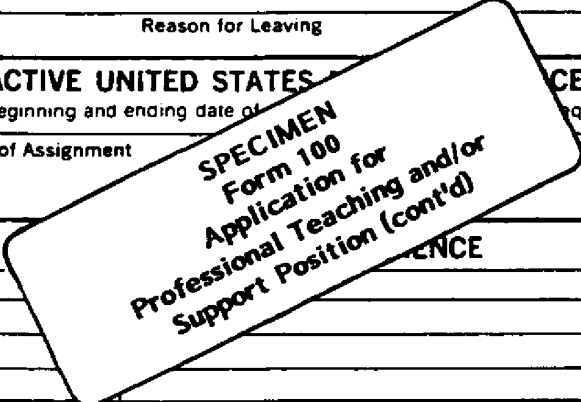
Please list only teaching and educational administrative experience. Start with your present or most recent position. Use an attachment with the same format if necessary. Verification of employment and reference letters should be submitted to the Department of Education, Office of Personnel Services.

District	School	Service Dates (Month, Day, Year) From _____ To _____
District Address	Principal	Number of Years of Service
Grade and/or Subject	Reason for Leaving	Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Substitute <input type="checkbox"/>
District	School	Service Dates (Month, Day, Year) From _____ To _____
District Address	Principal	Number of Years of Service
Grade and/or Subject	Reason for Leaving	Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Substitute <input type="checkbox"/>
District	School	Service Dates (Month, Day, Year) From _____ To _____
District Address	Principal	Number of Years of Service
Grade and/or Subject	Reason for Leaving	Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Substitute <input type="checkbox"/>
District	School	Service Dates (Month, Day, Year) From _____ To _____
District Address	Principal	Number of Years of Service
Grade and/or Subject	Reason for Leaving	Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Substitute <input type="checkbox"/>

ACTIVE UNITED STATES SERVICE

A copy of your certificate indicating the beginning and ending date of _____ requesting service credit.

Period of Active Duty	Nature of Assignment
From _____ To _____ Month, Year Month, Year	



From	To	Firm or Institution	Nature of Work

PROFESSIONAL REFERENCES

Please list supervisors and administrators who have observed your classroom performance other than those listed above.

Name	Official Position	Address

PROFESSIONAL AND COMMUNITY ORGANIZATION ACTIVITIES

From	To	Organization	From	To	Organization

INTERESTS, HOBBIES AND TRAVEL

CERTIFICATE OF APPLICANT

I hereby certify that the above statements are true, complete and correct to the best of my knowledge and belief. I understand that terms of the contract are subject to change should the information provided be inaccurate or cannot be officially verified.

I hereby authorize the Hawaii State Department of Education, Office of Personnel Services, to obtain information from my current and past employers or from any individual listed on this application form and attachments and waive the right to hold liable those persons for providing any requested information. It is understood that such information is to be absolutely privileged, confidential and used only in determining my qualifications for employment and assignment.

I agree that any willful omission or falsification of material facts in this application which would ordinarily be used as a basis for not hiring me will constitute sufficient reason for immediate dismissal. I understand that unless this application is completed in detail that it will not be considered.

Date	Legal Signature of Applicant
------	------------------------------

PROFESSIONAL EXPERIENCE

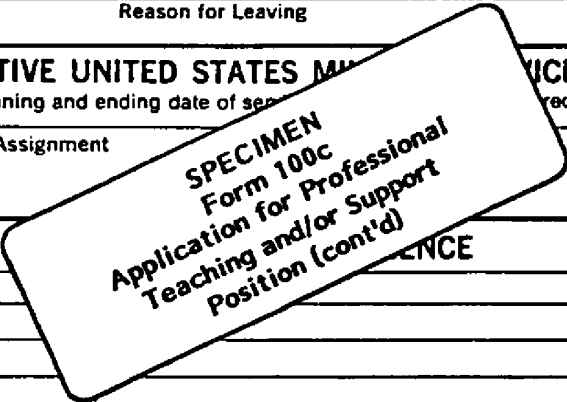
Please list only teaching and educational administrative experience. Start with your present or most recent position. Use an attachment with the same format if necessary. Verification of employment and reference letters should be submitted to the Department of Education, Office of Personnel Services.

District	School	Service Dates (Month, Day, Year) From _____ To _____
District Address	Principal	Number of Years of Service
Grade and/or Subject	Reason for Leaving	Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Substitute <input type="checkbox"/>
District	School	Service Dates (Month, Day, Year) From _____ To _____
District Address	Principal	Number of Years of Service
Grade and/or Subject	Reason for Leaving	Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Substitute <input type="checkbox"/>
District	School	Service Dates (Month, Day, Year) From _____ To _____
District Address	Principal	Number of Years of Service
Grade and/or Subject	Reason for Leaving	Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Substitute <input type="checkbox"/>
District	School	Service Dates (Month, Day, Year) From _____ To _____
District Address	Principal	Number of Years of Service
Grade and/or Subject	Reason for Leaving	Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Substitute <input type="checkbox"/>

ACTIVE UNITED STATES MILITARY SERVICE

Attach a copy of your certificate indicating the beginning and ending date of service and attach a letter from your commanding officer requesting service credit.

Period of Active Duty	Nature of Assignment
From _____ To _____ Month, Year Month, Year	



From	To	Firm or Institution	Nature of Work

PROFESSIONAL REFERENCES

Please list supervisors and administrators who have observed your classroom performance other than those listed above.

Name	Official Position	Address

PROFESSIONAL AND COMMUNITY ORGANIZATION ACTIVITIES

From	To	Organization	From	To	Organization

INTERESTS, HOBBIES AND TRAVEL

CERTIFICATE OF APPLICANT

I hereby certify that the above statements are true, complete and correct to the best of my knowledge and belief. I understand that terms of contract are subject to change should the information provided be inaccurate or cannot be officially verified.

I hereby authorize the Hawaii State Department of Education, Office of Personnel Services, to obtain information from my current and past employers or from any individual listed on this application form and attachments and waive the right to hold liable those persons for providing any requested information. It is understood that such information is to be absolutely privileged, confidential and used only in determining my qualifications for employment and assignment.

I agree that any willful omission or falsification of material facts in this application which would ordinarily be used as a basis for not hiring me will constitute sufficient reason for immediate dismissal. I understand that unless this application is completed in detail that it will not be considered.

Date _____ State _____ Legal Signature of Applicant _____



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P.O. Box 2360
Honolulu, Hawaii 96804

**APPLICATION FOR SABBATICAL LEAVE,
PROFESSIONAL IMPROVEMENT LEAVE WITH PAY
OR PROFESSIONAL IMPROVEMENT LEAVE
WITHOUT PAY**

Check One

A. Sabbatical Leave

B. Professional Improvement Leave
With Pay (Educational Officers Only)

C. Professional Improvement Leave
Without Pay

NAME _____ SCHOOL _____
(Last, First, Middle)

ADDRESS _____ PHONE NO. _____

MAILING ADDRESS WHILE ON LEAVE _____

1. Leave request for school year _____. Check One: Semester I Semester II One Year

2. Number of years of service in the DOE as of the beginning date of this leave (Years, Months) _____

3. Indicate current teaching assignment; subject/grade or assignment prior to going on leave and other duties

4. List professional improvement and sabbatical leaves previously taken:

Type of Leave	Date	Type of Leave	Date

5. Proposed Program of Study. Check One:

Accepted in a College
Program

Applied for go
in a Colle

Completing a DOE
Approved Program of
Study

a. I plan to complete _____ at _____
(No. Semest (Degree) (Accredited College/University)

b. Attach to this application a complete _____ proposed program of study indicating: (1) the purpose of this leave;
(2) the specific objectives to be achieved; (3) the methods to be used to achieve objectives; (4) a listing of college courses by number, title,
and description (including alternate courses if appropriate); (5) evaluation of leave and how training will be used upon return
to job assignment. A research/special project submitted as a proposed program of study must (a) be approved by the depart-
ment, (b) indicate a DOE supervisor and (c) substantiate spending at least the equivalent of one-half of the leave period to
complete the project.

.....
Travel requirements (Professional Improvement Leave Without Pay Only): Seventeen weeks of travel are required for a one
year leave and eight -and-one-half weeks of travel for a one semester leave. This leave proposal must indicate dates and
places to be visited and how students will benefit from your participation in this leave.
.....

In the event that this leave is granted, I understand that the requirements must be completed during the leave period and agree to
abide by the Department Procedures and Regulations #5401, #5406, #5407.

SIGNATURE OF APPLICANT _____ DATE _____

To Be Completed By the School Principal/Immediate Supervisor

Supporting Comments:

Recommends Approval (Principal/Immediate Supervisor) _____ DATE _____

Recommends Approval (District/Assistant Superintendent) _____ DATE _____

Approved (Superintendent) _____ DATE _____

SUBMIT ONE COPY

CRITERIA FOR SELECTION

A. BENEFIT TO DEPARTMENT

The degree to which the proposed program of study is of value to the Department.

B. RELATIONSHIP

Relationship is defined as the degree of relevancy of the proposed program of study to the applicant's job assignment/ career goals in education.

C. INVOLVEMENT

Involvement is the degree to which the applicant is committed to a proposed program of study.

D. SENIORITY

Years of Service in the Department shall be counted.

IMPORTANT

Applicants are to obtain the Criteria/Rating Scale from the school principal. A review of the applicable regulations and consultation with appropriate people (e.g. principal, educational specialist, college professor, etc.) who will assist the applicant in the preparation of the proposed program of study. Applications submitted shall adhere to the deadline as established.

**GENERAL PROVISIONS UNDER THE LAW COVERING THE OPERATION OF THE
EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF HAWAII RELATIVE TO
RETIREMENT BENEFITS**

A member of the System may retire on written application to the Board of Trustees provided he (or she) has attained age 55 with at least 5 years of creditable service or has completed twenty-five (25) years of creditable service.

All applications for retirement must be in the office of the Employees' Retirement System not less than thirty (30) days and not more than ninety (90) days prior to the effective retirement date.

A choice of method of retirement should be made before the retirement allowance is officially approved, advisedly at the time of making application for retirement.

METHODS OF RETIREMENT:

- | | |
|--------------------------|---|
| Maximum Allowance | The maximum allowance payable during life, and in the event of death, the difference between the value of the member's accumulated contributions at the time of retirement and the retirement allowance payable prior to death, will be paid to the designated beneficiary. |
| Option One | A lesser allowance payable during life, and in the event of death the difference between the initial reserve and the total payments made to pensioner and the final payment of pension will be paid to the designated beneficiary. |
| Option Two | A retirement allowance payable during life, and in the event of death the same allowance will be continued to the designated beneficiary during his or her lifetime. Should the designated beneficiary predecease the pensioner, another beneficiary cannot be named. |
| Option Three | A retirement allowance payable during life, and in the event of death one-half of the allowance will be paid to the designated beneficiary during his or her lifetime. Should the designated beneficiary predecease the pensioner, another beneficiary cannot be named. |
| Option Four | Some other benefit or benefits shall be paid to the member or to such person or persons as he shall nominate, provided such other benefit or benefits, together with the lesser retirement allowance, shall be certified by the actuary to be of equivalent actuarial value to his retirement allowance and shall be approved by the Board of Trustees. However, an Option Four plan which you may wish to consider is a combination of the Option One and Option Five plans. Rather than withdrawal of your entire contributions and leaving no survivor's benefit as under Option Five, you may wish to consider withdrawal of up to one-half of your contributions and receive a monthly benefit for life (less than under Option One) and provide a survivor's benefit similar to that provided by the initial insurance reserve under Option One, whereby the reserve would be reduced to the extent only of the amount of the withdrawal. This plan limiting withdrawal to not greater than 50% of your accumulated contributions has been approved by the actuary and the Board of Trustees. |
| Option Five | A lump sum payment of accumulated contributions and a monthly allowance consisting of the pension provided by government contributions. In the event of death there will be no further benefits payable to the designated beneficiary except the final payment of pension which is that portion due from the first of the month to the date of death. This method is restricted to those members with at least ten years of creditable service. |

**GENERAL PROVISION REGARDING SURVIVOR BENEFITS PAYABLE AS IF DEATH OCCURS
PRIOR TO RETIREMENT**

These benefits consist of (a) the return of the contributions of the member, and (b) payment of an amount equal to 50% of the compensation earnable by the member during the year immediately prior to retirement if he has one to 10 years of creditable service; and if he has more than 10 years of such service, an increase of 5% for each year in excess of 10 years to a maximum of 100% of such compensation.

If the member had at least one year of service at the time of death, the total amount payable to the beneficiary shall in no event be less than the equivalent of 100% of the compensation earnable during the 12 months' period immediately before death. In lieu of such payments, the surviving spouse (if designated as beneficiary) may elect to receive the allowance which would have been payable if the member had retired and had elected to receive his retirement allowance under Option Three as described above.



STATE OF HAWAII
 DEPARTMENT OF EDUCATION
 OFFICE OF PERSONNEL SERVICES
 Personnel Certification and Development Section
 P.O. Box 2360
 Honolulu, Hawaii 96804

**APPLICATION FOR TEACHER/SPECIALIST
 STATE CERTIFICATION**

(Please type or print)

AN EQUAL OPPORTUNITY EMPLOYER

APPLICATION FOR CERTIFICATION IN THE FOLLOWING:

Check appropriate block(s)

- Elementary (K-6)
- Kindergarten to Grade 12:
 - Art
 - Music
 - Physical Education
 - Reading
- School Counselor
- School Librarian
- Media Specialist

Secondary (7-12) _____ Major(s)

Special Education _____ Area(s)

PERSONAL INFORMATION

Last Name	First Name	Middle Name	Social Security Number
Mailing Address	City and State	Zip Code	Area Code/Telephone No.

SPECIMEN
 Form 200
 Application for
 Teacher/Specialist State
 Certification

List, in order of attendance, all educational institutions attended. Transcripts should be submitted. All entries should be complete and official college and/or university transcripts should be submitted.

College/University	Location	Course	Date	Major Subject	Minor Subject

STUDENT TEACHING/INTERN TEACHING/FIELDWORK/PRACTICUM

From	To	Subject or Grade Level	Name and Address of School	Name of Cooperating Teacher	Sem. Hrs.

TEACHING CREDENTIALS

Type	State	Date Granted	Expiration Date

REMARKS:

- Official transcript(s) will be sent directly from the institution(s) attended.
- Official transcript(s) is/are attached.
- INSTITUTIONAL RECOMMENDATION form has been sent to the degree granting institution(s) for completion and direct forwarding to this office.

I hereby certify that the above statements are true, complete and correct to the best of my knowledge and belief. Any willful omission or falsification of material facts in this application which would ordinarily be used for certification will constitute sufficient reason for non-issuance of certificate or revocation of the certificate.

Date _____

Legal Signature of Applicant _____

STATE OF HAWAII

APPLICATION FOR TRANSFER OF VACATION AND SICK LEAVE CREDIT OR PAYMENT IN LIEU OF VACATION

BU

FORM NO. DEPARTMENT EFFECTIVE DATE OF ACTION EMPLOYEE S.S. NO. POSITION NUMBER EMPLOYEE NAME LAST FIRST MIDDLE INITIAL PAYROLL NUMBER

SECTION A

(CHECK ONE BOX ONLY)

REPORTED BY: [] DAYS [] HOURS

Table with columns: VACATION, SICK. Rows for accumulative balance, leave earned, leave taken, balance remaining, maximum accumulation, and earned vacation in excess of maximum.

- 1 ACCUMULATIVE BALANCE REMAINING AS OF DECEMBER 31, 19...
2 LEAVE CREDITS EARNED FROM JANUARY 1, 19... TO EFFECTIVE DATE OF ACTION
3 LEAVE TAKEN FROM JANUARY 1, 19... TO EFFECTIVE DATE OF ACTION
4 BALANCE REMAINING AT EFFECTIVE DATE OF ACTION
5 MAXIMUM ACCUMULATION ALLOWED AT DECEMBER 31, 19...
6 EARNED VACATION IN EXCESS OF MAXIMUM ALLOWED.

THE ABOVE RECORD OF VACATION AND SICK LEAVE.

SPECIMEN Form G-2 Application for Transfer of Vacation and Sick Leave Credit or Payment in Lieu of Vacation

SECTION B

PAYMENT FOR VACATION EARNED... TRANSFER OF VACATION AND SICK LEAVE... TO DEPARTMENT OR COUNTY TITLE FROM UNIFORM ACCOUNTING CODE TO UNIFORM ACCOUNTING CODE

I HEREBY CERTIFY THAT I WILL MAKE NO FURTHER CLAIM FOR VACATION AND SICK LEAVE CREDITS AGAINST THE DEPARTMENT FROM WHICH I AM BEING TRANSFERRED OR AGAINST THE STATE GOVERNMENT FROM WHICH I AM BEING TERMINATED.

APPROVED SIGNATURE OF DEPARTMENT HEAD SIGNATURE OF APPLICANT OR AUTHORIZED AGENT DATE DATE

SECTION C

PAYMENT FOR VACATION IN EXCESS OF MAXIMUM.

I HEREBY CERTIFY IN ACCORDANCE WITH ACT 142, S.L. 1943, THAT DUE TO EMERGENCY CONDITIONS EXISTING DURING THE PRECEDING CALENDAR YEAR, IT WAS IMPRACTICABLE TO ALLOW THE ABOVE NAMED EMPLOYEE TO BE GRANTED ACCUMULATED VACATION LAPSED AND FORFEITED AT DECEMBER 31, 19 BY REASON OF SUCH CONDITIONS; AND THAT NO VACATION LEAVE IN ADDITION TO THE AMOUNT REPORTED HEREON HAS BEEN ALLOWED OR TAKEN BY HIM ON ACCOUNT OF SUCH ACCUMULATED VACATION.

I HEREBY CERTIFY THAT I WILL MAKE NO FURTHER CLAIM FOR THE ABOVE VACATION ALLOWANCE, IN EXCESS OF THE MAXIMUM, FOR WHICH I AM BEING PAID:

DEPARTMENT HEAD SIGNATURE OF APPLICANT OR AUTHORIZED AGENT DATE DATE

INSTRUCTIONS: FURNISH SIGNED AND APPROVED COPIES OF FORM G-2, STATE DPS FORM 7(FOR LATEST FIVE (5) YEARS), AND SUMMARY WARRANT VOUCHERS (IF APPLICABLE) TO THE STATE COMPTROLLER(CENTRAL PAYROLL) 5800-37



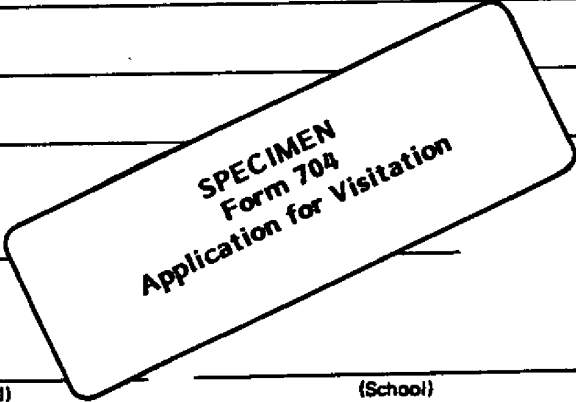
STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P. O. BOX 2360
HONOLULU, HAWAII 96804

APPLICATION FOR VISITATION

TO THE DISTRICT SUPERINTENDENT:

In accordance with the provisions of the applicable regulation of the School Code, Department of Education,
I wish to apply for permission to visit for one day, _____, at
_____ School.

The purpose of this visit is _____



Recommended: _____ (Principal) _____ (School) _____ (Date)

Approved: _____ (District Superintendent) _____ (Date)

This is to certify that _____ visited
_____ School on _____ from
_____ to _____

_____ (Signature of Principal of School Visited) _____ (Date)



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P. O. BOX 2360
HONOLULU, HAWAII 96804

**APPLICATION FOR WORK-STUDY
LEAVE FOR DISTRICT/STATE
OFFICE PROFESSIONAL STAFF**

Submit 2 copies

I hereby request WORK-STUDY leave (plans must be attached**) for _____ days months,
from _____ to _____, (both dates inclusive)
(month) (day) (year) (month) (day) (year)

_____	Date	_____	District/State Office	_____	Applicant
_____	Date	Approval _____	is, is not	recomm.	_____
_____	Date	Approval _____	is,	Pay _____	_____
					District/Assistant Superintendent
					Superintendent .

**SPECIMEN
Form 401
Application for Work-Study
Leave for District/State
Office Professional Staff**

****PLANS MUST INCLUDE THE FOLLOWING:**

- (1) The schedule and name of course(s) to be taken;
- (2) Description of how applicant's work will continue in applicant's absence; and
- (3) Description of how course(s) taken shall improve applicant's professional performance.

DISTRIBUTION:

White - Office of Personnel Services
Blue - Employee

DEPARTMENT OF EDUCATION
STATE OF HAWAII

APPOINTMENT AGREEMENT

This agreement is subject to the laws of the State and the rules and regulations of the Department. Terms of employment (including salary) are tentative and subject to adjustment until all credentials have been submitted and approved. Any amendment or corrections to the terms of this Agreement will be made on Standard Form 5A, Notification of Personnel Action. The Department reserves the right not to re-employ any appointee beyond the termination date specified herein.

The following individual is hereby appointed in the public school system of Hawaii and assigned as indicated below.

NAME		SOCIAL SECURITY NO.	DATE
POSITION		STATE, DISTRICT OR SCHOOL	
TO EFFECTIVE DATES	\$	MONTHLY SALARY	SALARY RANGE STEP
SPECIAL ASSIGNMENT			

SPECIMEN
Appointment Agreement

- 1 - REGULAR ASSIGNMENT: TYPE OF ASSIGNMENT GIVEN TO EMPLOYEES WHO QUALIFY FOR SUCH PLACEMENT
- 2 - LIMITED TERM ASSIGNMENT (TEMPORARY): TYPE OF ASSIGNMENT GIVEN TO EMPLOYEES WHO QUALIFY FOR SUCH PLACEMENT TO TEMPORARY POSITIONS OR TO POSITIONS GUARANTEED TO OTHERS (VICING), TO EMPLOYEES ASSIGNED TO TEMPORARY POSITIONS.
- 3 - LIMITED TERM ASSIGNMENT (PROBATIONARY): TYPE OF ASSIGNMENT GIVEN TO NEWLY APPOINTED EDUCATIONAL OFFICERS: SCHOOL EDUCATIONAL OFFICERS FOR THE FIRST TWO YEARS OF THEIR SERVICE IN POSITIONS WHICH THEY HAVE NOT PREVIOUSLY OCCUPIED
- 4 - LIMITED TERM ASSIGNMENT (PROBATIONARY): TYPE OF ASSIGNMENT GIVEN TO EMPLOYEES ON PROBATION
- 5 - LIMITED TERM ASSIGNMENT (TEMPORARY): TYPE OF ASSIGNMENT GIVEN TO EMPLOYEES WHO DO NOT MEET THE MINIMUM CERTIFICATION REQUIREMENTS FOR THE POSITIONS THEY OCCUPY. SERVICE UNDER THIS ASSIGNMENT DOES NOT COUNT TOWARDS THE FULFILLMENT OF ANY PROBATIONARY PERIOD
- 6 - SPECIAL ASSIGNMENT:

With the exception of items 5 and 6 above, all new teachers, vice-principals and principals will serve on probation.

Except for 12-month employees, salary for each of the vacation months of July and August will be one-tenth of the gross earnings from September to June inclusive.

All limited term assignments are effective only for the period indicated herein. There is no guarantee of assignment continuance beyond the expiration date indicated above.

By signing below the appointee accepts the position, agrees to discharge the duties thereof, and to report for duty not later than the beginning date indicated above. All employees receiving a NEW or DIFFERENT ASSIGNMENT are to contact the place of employment indicated above (State, District or School) not later than one week prior to the effective date of this assignment. Acceptance cancels any current leave of absence or previous appointment. **This agreement is valid when signed and received by the Department of Education within seven working days after receipt.**

Signature of Appointee

Dated _____, 19____ SUPERINTENDENT

WC-3 CARRIER'S CASE REPORT

(NOTE: DO NOT WRITE IN SHADED BLOCKS)

CLAIMANT NAME AND ADDRESS

Case No.
Date Received
Mo. / Day / Yr.
Carrier Case No.
Carrier I.D.

SOC. SEC. NO. _____

DATE OF INJURY/ILLNESS _____

EMPLOYER _____

CARRIER _____

ADJUSTER _____

ADDRESS _____

INDIVIDUAL TO CONTACT _____

TELEPHONE NO. _____

CHECK ONE:

1. DATE OF FIRST INCOME REPLACEMENT PAYMENT: MO. / DAY / YR.
2. REOPEN CASE
3. HEARING REQUESTED
4. NO LOST TIME/MEDICAL ONLY - PAYMENT DATE MO. / DAY / YR.
5. FINAL PAYMENT TO PREVIOUSLY ENDED CASE
6. YEAR END REPORT FOR 19
7. FINAL PAYMENT TO EMPLOYEE)

SPECIMEN
Form WC-3
Carrier's Case Report

IF CHECKED, PAYMENT BLOCK MUST BE FILLED IN.

BENEFIT PAYMENTS	Days	Amounts	Prior Years Payments	Total Payments Made to Date
1. Temporary Total *		\$	\$	\$
2. Temporary Partial *		\$	\$	\$
3. Permanent Total		\$	\$	\$
4. Permanent Partial		\$	\$	\$
5. Death		\$	\$	\$
6. Disfigurement		\$	\$	\$
7. Medical/Other Costs		\$	\$	\$
8. Services of Attendant		\$	\$	\$
9. Rehabilitation		\$	\$	\$

Carrier's Comments: _____

Date(s) of Disability in Carrier's Comments Section.

I hereby certify the accuracy of all of the above statements.

NOTICE TO EMPLOYEE: With the final payment of compensation (as indicated hereon) on your industrial injury of / / , month day year

identified as Case No. _____, the case shall be closed. This determination shall not constitute a bar to your reopening rights as provided by Section 386-89, HRS, nor to future medical benefits.

SIGNATURE _____

POSITION _____

DATE _____ 5800-47



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P.O. Box 2360
Honolulu, Hawaii 96804

CERTIFICATION AND REPORT OF COMPLETION OF EDUCATIONAL TRAVEL

NAME: _____
Last First

SCHOOL: _____ SUBJECT: _____ GRADE: _____

OBJECTIVES: Restate as approved.	ACTIVITIES: Correlate with objectives and days traveled.	No. of Days On Ed. Travel	PRODUCT/OUTCOMES: Teaching units, aids, lessons, understandings, etc.
	<div style="border: 2px solid black; padding: 10px; transform: rotate(-15deg); display: inline-block;"> <p style="margin: 0;">SPECIMEN Form 702a Certification and Report of Completion of Educational Travel</p> </div>	<p>Total:</p> <hr style="width: 50%; margin: 0 auto;"/>	

I certify that I have completed the educational travel as applied for on Form 702 and as reported on this Form 702a.

Signed _____
Applicant Date

VERIFICATION: To be completed by Principal.

No. of days spent on educational travel: _____
 No. of credits applied for on Form 702: _____
 No. of credits granted on Form 701b: _____

Important: Principal verifies and accepts this Certification and Report of Completion of Educational Travel then prepares and issues 701b, the "B" credit certificate. The number of "B" credits issued on Form 701b must be the same number approved on Form 702. No "B" credit will be issued for *PARTIAL COMPLETION* of activity.

Accepted _____
Principal Date

CLAIM FOR DISABILITY BENEFITS

INSTRUCTIONS: To avoid unnecessary delay, present your claim form to your employer under step 2, below, no later than 30 days after you are unable to perform the duties of your job. If you file beyond 30 days, attach a statement explaining why you were unable to file earlier. After you file your claim, your employer or his insurance carrier will notify you if you are eligible for benefits. Follow the 3 steps below:

- Step 1. Answer all questions in Part A, Claimant's Statement. Make sure you sign your name, or if you are unable to, have a responsible person sign for you.
- Step 2. Have your employer complete and sign Part B, Employer's Statement.
- Step 3. Have your doctor complete and sign Part C, Doctor's Statement. Have your doctor mail this form to the insurance carrier listed above unless otherwise directed by your employer in Part A (24) as your agent for service.

PART A - CLAIMANT'S STATEMENT

1. My name is: (First, middle, last) Type or print	2. Social Security No.	3. Birth Date
4. Address (Street, City or Town, State, Zip Code)	5. Tel. No.	6. <input type="checkbox"/> Male <input type="checkbox"/> Female
		7. <input type="checkbox"/> Single <input type="checkbox"/> Married

DISABILITY INFORMATION

8. My disability was caused by: <input type="checkbox"/> sickness <input type="checkbox"/> accident Describe (if accident, give date, place and circumstances):		
9. The first day I was unable to perform the duties of my job:		10. Was this disability caused by your job?
(month)	(day)	(year)
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
11. I <input type="checkbox"/> have not <input type="checkbox"/> have recovered from my disability.		have returned to work.
Date recovered _____		

EMPLOYMENT INFORMATION

13. My present employer is: (or last employer)			(City)	(State)	(Zip Code)	
15. Prior to my disability, I worked for:		17. I earned:				
From	(Mo.)	(Day)	(Year)	Hours per week	\$ _____ per week	
18. Occupation: _____ <input type="checkbox"/> No Name of Union: _____						
20. Other Hawaii employers I worked for in past 15 months:			Period of Employment		Weekly	
Employer name and address			From	To	Hours	Wage:
			Mo.	Day	Yr.	Mo.
a.						
b.						
c.						
d.						

SPECIMEN
Form TDI-45
Claim for Disability Benefits

- 21. Does your employer have a TDI printed notice posted and maintained conspicuously in your employment area? Yes No
- Did your employer give you a certificate of insurance informing you of your entitlement to TDI benefits? Yes No
- Did your employer provide you this claim form when you first requested it for this disability? Yes No

OTHER BENEFITS

22. In addition to TDI benefits, I am receiving or claiming benefits from the following:	
<input type="checkbox"/> Federal Disability Insurance Benefits	<input type="checkbox"/> Unemployment Insurance Benefits
<input type="checkbox"/> Workers' Compensation Benefits	<input type="checkbox"/> Damages for Personal Injury
<input type="checkbox"/> Employer's Sick Leave Plan	<input type="checkbox"/> Other (Health & Welfare Fund; Union Plan, etc.)
23. During the year (52 weeks) before my disability began, I have received TDI benefits for other periods of disability.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, from whom _____ From _____ to _____	
24. Mail the doctor's statement to the insurance carrier unless otherwise indicated here:	

I hereby claim Temporary Disability Benefits and certify that the foregoing statements including any accompanying statements are true and complete to the best of my knowledge.

Claimant's signature	Date	
Representative's signature, if claimant unable to sign	Print his name	Relationship

PART B – EMPLOYER'S STATEMENT

IMPORTANT: To enable your disabled employee to receive TDI benefits within 10 days as required by law, it is imperative that you complete the following information for prompt submittal to your insurance carrier.

1. Claimant's name		2. Claimant's occupation		3. Employer DOL No.																																																																							
4. TDI Policy No.		5. Firm or trade name		6. Business address																																																																							
7. In reporting wage information below, use gross wages, which include wages and all other remuneration such as commissions, bonuses, tips and the cash value of meals, lodging, etc. Answer either A, B or C. A. If claimant was paid on a salary basis, enter his weekly or monthly salary earned in the last week or month prior to the date his disability began: Week \$ _____ Month \$ _____ B. If paid on an hourly basis, give rate per hour \$ _____ Enter the weekly earnings for the past 8 weeks prior to the date disability began, including the last date worked. (Include reported tips)				8. Worked: <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time Date hired: _____ (month) _____ (day) _____ (year) Date last worked prior to disability: _____ (month) _____ (day) _____ (year) If returned to work, give date: _____ (month) _____ (day) _____ (year)																																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Week No.</th> <th colspan="3">Week Ending</th> <th rowspan="2">No. Days Worked</th> <th rowspan="2">Gross Amount</th> </tr> <tr> <th>Month</th> <th>Day</th> <th>Year</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>TOTAL</td> <td>XXXX</td> <td>XXXX</td> <td>XXXX</td> <td></td> <td></td> </tr> </tbody> </table>				Week No.	Week Ending			No. Days Worked	Gross Amount	Month	Day	Year	1						2						3						4						5						6						7						8						TOTAL	XXXX	XXXX	XXXX			9. Check days normally worked <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Sun</td><td>Mon</td><td>Tue</td><td>Wed</td><td>Thu</td><td>Fri</td><td>Sat</td> </tr> </table> If on rotation, give number of days worked per week: _____		Sun	Mon	Tue	Wed	Thu	Fri	Sat
Week No.	Week Ending				No. Days Worked	Gross Amount																																																																					
	Month	Day	Year																																																																								
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TOTAL	XXXX	XXXX	XXXX																																																																								
Sun	Mon	Tue	Wed	Thu	Fri	Sat																																																																					
10. Enter the following for each completed calendar quarter prior to date disability began:				<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Calendar Quarter Ending</th> <th>Number of Weeks Worked</th> <th>No. of Hours Worked per Wk.</th> <th>Total Wages Earned</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Calendar Quarter Ending	Number of Weeks Worked	No. of Hours Worked per Wk.	Total Wages Earned																																																																		
Calendar Quarter Ending	Number of Weeks Worked	No. of Hours Worked per Wk.	Total Wages Earned																																																																								
C. If claimant received any or all of his earnings on a commission or piecework basis, enter these earnings for the last 52 weeks prior to the date his disability began: This covers the dates: From _____ mo./day/year through _____ mo./day/year \$ _____				11. Do you _____ as caused by the claimant's job? <input type="checkbox"/> Yes <input type="checkbox"/> No Industrial Injury WC-1 filed? <input type="checkbox"/> Yes <input type="checkbox"/> No Workers' Compensation carrier below: _____																																																																							
12. Re: the doctor's statement to:				_____ receive wages, salary, sick leave, vacation or any portion of the period of disability covered: _____ <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, show period: _____ _____ mo./day/year through _____ mo./day/year _____ and Amount: \$ _____																																																																							
I hereby certify that the above information is true and complete to the best of my knowledge.																																																																											
Signature of employer or his representative		Title		Tel. No.	Date																																																																						

**SPECIMEN
Form TDI-45
Claim for Disability Benefits
(cont'd)**

PART C – DOCTOR'S STATEMENT

IMPORTANT: Please complete and mail within 7 working days after examination to the insurance carrier listed above unless otherwise directed in Part A (23), or claimant's agent for service.

1. Claimant's name		2. Age	3. Sex
4. Physical requirements of claimant's occupation as related by claimant:			
5. Diagnosis			
6. If pregnancy, advise EDC _____. If disability is pregnancy with complications, advise complications above.			
7. Was claimant's disability caused by his employment? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, was Physician's Report WC-2 filed? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, filed with _____			
8. Was claimant hospitalized? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, from _____ to _____ Surgery indicated? <input type="checkbox"/> Yes <input type="checkbox"/> No Type _____			
9. Complete the following			
Date of your first treatment of this disability		Month	Day
(See 4 above) First date claimant unable to perform the duties of employment			
Date of your most recent treatment of this disability		Month	Day
Date claimant will be able to perform usual work (estimate) (undetermined or unknown unsatisfactory) (See 4 above):			
10. Are you referring claimant to another physician <input type="checkbox"/> or was claimant referred to you <input type="checkbox"/> If yes, give name: _____			
I hereby certify that the above information is true and complete to the best of my knowledge.			
Doctor's name (Please print)		Office address	
Doctor's signature		Telephone no.	Date

DEPARTMENT OF EDUCATION
STATE OF HAWAII
HONOLULU

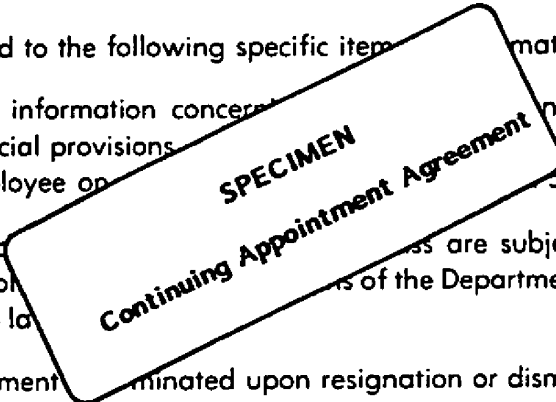
CONTINUING APPOINTMENT AGREEMENT

NAME _____ SOCIAL SECURITY NO _____ DATE OF NOTICE _____

is hereby appointed as a tenured teacher in the public school system of Hawaii, beginning _____ and such appointment shall continue until revoked. EFFECTIVE DATE _____

Attention is called to the following specific items of information:

1. Additional information concerning appointment, school or district status, special provisions, and salary shall be provided on an annual basis to every employee on a Continuing Appointment Agreement (CAA).
2. Position, salary, and benefits are subject to changes pursuant to policies of the Department of Education, not contrary to law.
3. This agreement is terminated upon resignation or dismissal in accordance with law.



This agreement shall be continued from year to year, subject to the provisions of Chapters 297-9, 297-10, 297-11, 297-12, and 297-13, Hawaii Revised Statutes, (probation, tenure, demotion, dismissal), subsequent relevant laws, and rules and regulations of the Department of Education, not contrary to said laws.

By signing below the appointee accepts the conditions of this agreement, agrees to discharge the duties thereof, and to report for duty not later than the beginning date indicated above. **This agreement is valid when signed and received by the Department of Education within seven working days after receipt.**

Signature of Appointee

Dated _____, 19____

SUPERINTENDENT

Please Sign White (Original) Copy and Return Promptly to the Office of Personnel Services



STATE OF HAWAII
DEPARTMENT OF EDUCATION
Office of Personnel Services
P.O. Box 2360
Honolulu, Hawaii 96804

CONTRACT FOR PROFESSIONAL IMPROVEMENT LEAVE WITH PAY

CONTRACT BETWEEN THE DEPARTMENT OF EDUCATION AND

_____ FOR PROFESSIONAL IMPROVEMENT LEAVE WITH PAY
Pursuant to Article XVII, Paragraph B, of the Agreement between the Board of Education and the Hawaii Government Employees' Association.

This contract entered into this _____ day of _____ 19 _____, by and between the Department of Education, State of Hawaii, by the Superintendent of Education, hereinafter referred to as "Department" and _____.

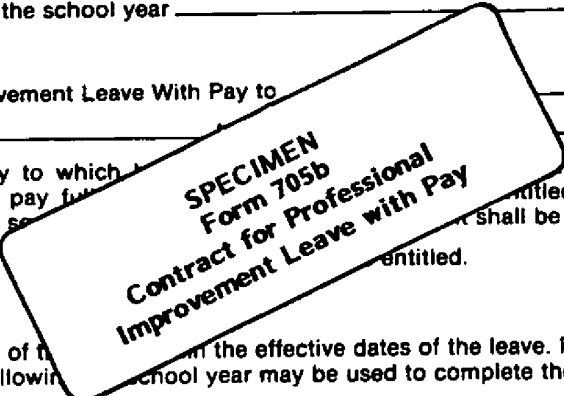
WITNESSETH:

WHEREAS, the Department of Education, pursuant to Article XVII, Paragraph B, of the Agreement between the Board of Education and the Hawaii Government Employees' Association, is authorized to establish conditions for Professional Improvement Leave With Pay; and

WHEREAS, _____ is desirous of being granted a Professional Improvement Leave With Pay for the school year _____; now, therefore,

DEPARTMENT AGREES:

- To grant a Professional Improvement Leave With Pay to _____ for the period from _____
- To pay one-half of the salary to which _____ is entitled if the leave is for a period of one (1) year or to pay full salary if the leave is for a period of one (1) semester. Payment shall be made in regular installments.
- To reassign the employee to a position to which he/she is entitled.



EMPLOYEE AGREES:

- To complete the requirements of the leave during the effective dates of the leave. For leaves of one (1) semester or six (6) months, the summer following the school year may be used to complete the requirements.
- To return to work upon termination of such leave or any other leave which may be granted by the Board immediately following such leave. If the educational officer fails to report for work upon termination of this leave and if no subsequent authorized leave is granted, he/she shall be considered to have resigned and shall refund all monies received while on such leave.
- To work for a period of one (1) continuous year. If the educational officer fails to do so, he/she shall refund all monies received from the Board while on this leave.
- That upon failure to comply with any of the above terms, he/she shall refund to the Department of Education all monies received while on Professional Improvement Leave With Pay; that upon failure to refund all monies received while on Professional Improvement Leave With Pay, his/her Hawaii Certificate(s) shall be cancelled by the Department of Education.
- That he/she further agrees to pay all costs incurred by the Department in enforcing the conditions of item 4 above.

IN WITNESS WHEREOF, the parties to this contract have affixed their signatures as of the day and year first above written.

DATED: _____, Hawaii, _____, 19 _____
STATE OF HAWAII

Superintendent, Department of Education _____

Employee _____



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P. O. BOX 2360
HONOLULU, HAWAII 96804

CONTRACT FOR SABBATICAL LEAVE

CONTRACT BETWEEN THE DEPARTMENT OF EDUCATION AND _____

FOR SABBATICAL LEAVE

Pursuant to Section 297-22 through Section 297-24, Hawaii Revised Statutes.

This contract entered into this _____ day of _____ 19____, by and between the Department of Education, State of Hawaii, by the Superintendent of Education, hereinafter referred to as "Department" and _____.

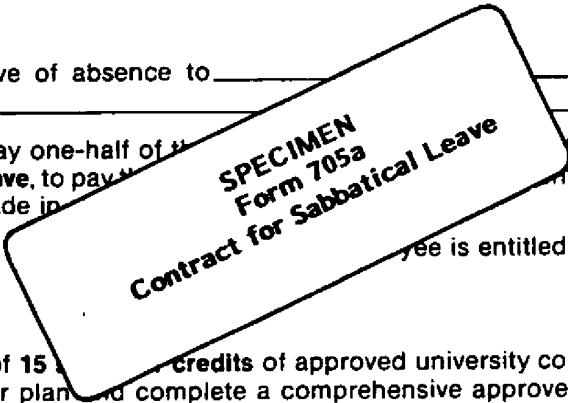
WITNESSETH:

WHEREAS, the Department of Education, pursuant to Section 297-24, Hawaii Revised Statutes, is authorized to establish conditions for sabbatical leave of absence; and

WHEREAS, _____ is desirous of being granted a sabbatical leave of absence for the school year _____; now, therefore,

DEPARTMENT AGREES:

- To grant a sabbatical leave of absence to _____ for the period from _____ to _____.
- For a **one year leave**, to pay one-half of _____ salary. For a **semester leave**, to pay _____ salary. _____ shall be entitled if regularly reappointed. For a **semester leave**, to pay _____ salary. _____ shall be entitled if regularly reappointed. Such payment shall be made in _____.
- To reassign the employee _____ if the employee is entitled.



EMPLOYEE AGREES:

- To complete a minimum of 15 _____ credits of approved university course work (8 semester credits for one semester leave) or plan and complete a comprehensive approved research project under the direct supervision of an accredited university or an individual recommended by the Department of Education.
- To return to active service with the Department of Education, the University of Hawaii, or a community college for at least two years and to begin this active service no later than one year after termination of the sabbatical leave.
- To complete the requirements of the leave of absence within the active dates of the leave.
- That upon failure to comply with any of the above terms, he/she shall refund to the Department of Education all moneys received while on sabbatical leave; that upon failure to refund all moneys received while on sabbatical leave, his/her Hawaii Teaching Certificate shall be cancelled by the Department of Education.
- That he/she further agrees to pay all costs incurred by the Department in enforcing the conditions of item 4 above.

IN WITNESS WHEREOF, the parties to this contract have affixed their signatures as of the day and year first above written.

DATED: _____, Hawaii, _____, 19____.

STATE OF HAWAII

Superintendent, Department of Education _____

Employee _____

DENIAL OF CLAIM FOR DISABILITY BENEFITS

TDI-46
(Rev. 9/75)

(This form is prescribed for use by employers and insurance carriers for the denial of a claim for disability benefits. This notice is to be mailed to the claimant in triplicate to give the claimant the opportunity of filing an appeal with the Department of Labor and Industrial Relations if he does not agree with the determination.)

Claimant	Social Security No.	Date Notice Sent:	To Dept. To Claimant
Claimant's Address	Claim or File No.	Claimed First Day of Disability	Date Claim Filed
Employer	Address		DOL Acct. No.
Insurance Carrier	Address		

You are hereby notified that your claim for Disability Benefits is denied under the provisions of the Hawaii Temporary Disability Insurance Law for reason(s) checked below. (Check each item on which claim is being denied.)

- 1. You do not meet the eligibility requirements. During the four completed calendar quarters immediately preceding the first day of disability you were not in the employment of a covered Hawaii employer for at least 14 weeks during each of which you must have worked at least 20 hours and earned \$400.
- 2. You were not in current employment; i.e., you did not perform regular service in employment immediately or not longer than two weeks prior to onset of the sickness or accident causing disability, or prior to becoming totally disabled because of pregnancy.
- 3. You were not disabled beyond the 7 consecutive-day period for which temporary benefits commence on the 8th day of disability.
- 4. You have received 26 weeks of benefits within the 52-week period.
- 5. Your claim was filed on _____ after commencement of disability. A claim must be filed within 30 days after commencement of disability, or more than 14 days prior to the date of termination of employment, if possible. Benefits need not be paid for any period more than 14 days prior to the date of termination of employment, unless good cause can be shown for the late filing. No benefits shall be payable if a claim is not filed within 30 days after commencement of disability, unless good cause can be shown for the late filing.
 - No benefits are payable.
 - Payments will commence _____ 14 days prior to date claim was filed.
- 6. You have indicated that you are entitled to receive benefits under the Hawaii Workers' Compensation Law.
- 7. Medical records indicate you were able to perform regular work on _____. Payment of benefits is denied after _____.
- 8. The medical certification does not establish that you were unable to perform your regular work due to a disability.
- 9. You were not under the care of a physician, dentist, chiropractor, osteopath, naturopath, or equivalent during the period _____ to _____.
 - No benefits are payable.
 - Payments will commence _____.
- 10. You are entitled to benefits under your union contract.
- 11. We are not the insurance carrier for the employer listed above. Your claim is returned. (For correct insurance carrier, call the TDI Office, Ph. 548-7821.)
- 12. Other reason(s) for denial: _____

**SPECIMEN
Form TDI-46
Denial of Claim for
Disability Benefits**

Authorized Signature	Title
Firm Name	Tel. No.

TO CLAIMANT: If you do not agree with this denial of your claim, you must file an appeal within 20 days from the date of receipt of this notice by you. Use reverse side of this form to file your appeal. 5800-63

INSTRUCTIONS TO CLAIMANT

1. Give specific reasons for appealing for each item of denial checked on the face of this form.
2. Attach any medical evidence and/or employment records that will support your appeal.
3. Complete all copies of this form received from your employer or insurance company.
4. Mail two copies promptly to: Department of Labor and Industrial Relations
Disability Compensation Division
P. O. Box 3769
Honolulu, Hawaii 96812
5. Retain one copy for your own record.
6. The Notice of Appeal must be filed within 20 days after the date of the receipt of this notice by you.

My claim for Disability Benefits has been denied for the following reason(s). (Answer only with respect to items of denial checked on the face of this form.)

CLAIMANT'S SIGNATURE
SPECIMEN
Form TDI-46
Denial of Claim for
Disability Benefits (cont'd)

Date Notice of Denial of Claim for Disability Benefits received by Claimant: _____

Claimant's Signature: _____ Date: _____
5800-64

STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DISABILITY COMPENSATION DIVISION

FORM WC-5
(REV. 10/79)

EMPLOYEE'S CLAIM FOR WORKERS' COMPENSATION BENEFITS

INJURED PERSON Name _____
Address _____
Occupation _____
Phone No. _____ Social Security No. _____

EMPLOYER Name _____
Address _____ Phone No. _____
Nature of Business _____

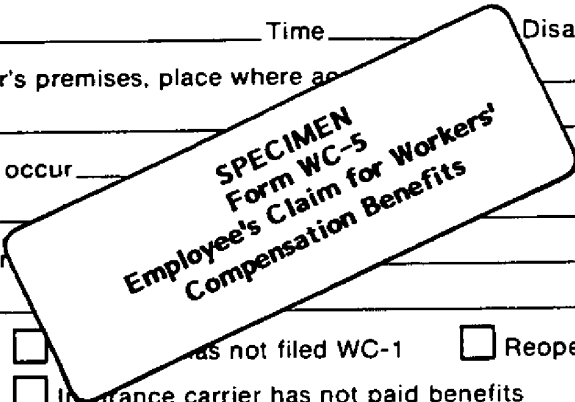
INSURANCE CARRIER Name _____
Address _____

INJURY Date of Accident _____ Time _____ Disability Began _____
If not on employer's premises, place where accident occurred _____

How did accident occur _____

Describe injury/illness _____

Reason for filing: Claimant has not filed WC-1 Reopening of old claim
 Insurance carrier has not paid benefits
 Others. Specify: _____



WITNESS Name _____
Address _____

NOTICE Did you give employer notice of injury? Yes No
If so, when: _____ How: Oral Written
To whom: _____

ATTENDING PHYSICIAN Name _____
Address _____

I hereby present my claim for compensation for disability resulting from the foregoing injury arising out of and in the course of my employment and not caused by my intoxication nor by my willful intention to injure myself or another.

I hereby authorize any physician and/or hospital to release any information related to any treatment rendered me.

Represented by _____ SIGNATURE OF CLAIMANT

Address _____ Date _____

Every work injury to an employee causing absence for one day or more or which requires medical services other than first aid treatment must be reported within 7 working days after the injury. Failure to report promptly is a misdemeanor punishable by \$100 fine or imprisonment for 90 days. (Sec. 886-95, H.R.S. NOTIFY THE DIVISION IMMEDIATELY IF INJURY RESULTS IN DEATH.) EVERY QUESTION MUST BE ANSWERED FULLY TO AVOID FURTHER CORRESPONDENCE.

The law requires the employer to furnish the injured employee a copy of this report

WC-1 EMPLOYER'S REPORT OF INDUSTRIAL INJURY

CASE NUMBER

(NOTE: DO NOT WRITE IN SHADED BLOCKS)

IDENTIFICATION SECTION		EMPLOYEE NAME - LAST		FIRST	M.I.	SOC SEC NO	DATE OF BIRTH	SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	MARITAL STATUS MARRIED <input type="checkbox"/> SINGLE <input type="checkbox"/>	DATE RECEIVED
ADDRESS		ADDITIONAL ADDRESS INFORMATION				CITY	STATE	ZIP CODE		
PHONE	OCCUPATION	HOW LONG EMPLOYED BY YOU AT THIS OCCUPATION?	YRS EMP'D CODE	DEPARTMENT		PAYROLL COMP CLASS CODE	OCC CODE			
EMPLOYER NAME		ADDRESS				CITY	STATE	ZIP CODE		
PHONE	NATURE OF BUSINESS	DATE INJURY/ILLNESS REPORTED	DATE OF INJURY/ILLNESS	PREFAB		DOL NUMBER	AKA			
		MO / DAY / YR	MO / DAY / YR	<input type="checkbox"/> WC-2 <input type="checkbox"/> WC-5						

DETAILS OF INJURY/ILLNESS

TIME OF INJURY/ILLNESS	TIME OF INJ CODE	PLACE OF INJ IF DIFFERENT FROM EMPLOYER'S MAILING ADDRESS	CITY	STATE	ON EMPLOYER'S PREMISES <input type="checkbox"/> YES <input type="checkbox"/> NO	SIC	UNEMPLOYMENT CODE
AM	PM	HOW DID THIS ACCIDENT OCCUR? (Please describe fully the events that resulted in injury or occupational disease. Tell what happened. Please use separate sheet if necessary.)		SOURCE OF INJURY		ACCIDENT TYPE	
WHAT WAS EMPLOYEE DOING WHEN INJURED? (Please be specific. Identify tools, equipment, etc.)				TASK	ACTIVITY	ACCIDENT FACTOR	
OBJECT OR SUBSTANCE THAT DIRECTLY INJURED EMPLOYEE (e.g. the machine employee struck, or which struck him, the vapor or object inhaled or swallowed, the chemical that irritated his skin. In case of strains, the thing he was lifting, pulling, etc.)							
DESCRIBE IN DETAIL THE NATURE OF THE INJURY/ILLNESS AND PART OF THE BODY AFFECTED				DISFIGUREMENT	YES <input type="checkbox"/> NO <input type="checkbox"/>	NATURE OF INJURY	PART OF BODY
				BURNS	YES <input type="checkbox"/> NO <input type="checkbox"/>		

SPECIMEN Form WC-1 Employer's Report of Industrial Injury

TIME LOST INFORMATION

DATE DISABILITY BEGAN	WAS EMPLOYEE FURNISHED MEALS OR LODGING?	AVG Wkly WAGE	IF EMPLOYEE IS BACK TO WORK GIVE DATE	WAS EMPLOYEE PAID IN FULL FOR DAY OF INJURY/ILLNESS?	IF EMPLOYEE DIED GIVE DATE	HOURLY WAGE	MONTHLY SALARY	HRS WKED PER WK	WEIGHING FACTOR
MO / DAY / YR	<input type="checkbox"/> YES <input type="checkbox"/> NO		MO / DAY / YR	<input type="checkbox"/> YES <input type="checkbox"/> NO	MO / DAY / YR				
GIVE NAME AND ADDRESS OF SURVIVORS ON BACK									

TREATMENT

OBTAIN NAME OF TREATING PHYSICIAN FROM EMPLOYEE

NAME OF PHYSICIAN	ADDRESS	PHYSICIAN I.D. CODE
NAME OF HOSPITAL (if hospitalized)	ADDRESS	

INSURANCE

NAME OF WC INSURANCE COMPANY	NAME OF INSURANCE AGENCY	IF LIABILITY DENIED - WHY?	IS LIABILITY DENIED? <input type="checkbox"/> YES <input type="checkbox"/> NO
POLICY NO	POLICY PERIOD	AGENT CODE	

SIGNATURE

SIGNATURE	TITLE	DATE
		MO / DAY / YR

E1 88004

HAWAII PUBLIC EMPLOYEES HEALTH FUND ENROLLMENT APPLICATION

PART A
Applicant complete this part in print or type.

01. Your Soc. Sec. No. _____ 02. Name (Last) (First) (Middle Initial) _____

03. Address (Number & Street) _____ 04. City and State _____ 05. Zip Code _____

06. Date of Birth (Use numbers) ____/____/____ 07. Sex: 1 Male 2 Female 08. Are you now married? 1 Yes 2 No

PART B
Complete items in this part to report CHANGES which have occurred since your most recent enrollment application.

List the names and birthdates of your spouse and any unmarried child under the age of 19 (including an adopted child, stepchild, foster child or recognized natural child who lives with you in a regular parent-child relationship). Indicate relationship code (R.C.): 1, spouse; 2, son; 3, daughter; 6, twins; and 9, disabled child. (To delete a family member, enter name, birthdate and relationship code.)

NAMES OF FAMILY MEMBERS				Birthdate			R.C.	NAMES OF FAMILY MEMBERS				Birthdate			R.C.
FIRST	INITIAL	LAST (If Different)		Mo.	Day	Yr.		FIRST	INITIAL	LAST (If Different)		Mo.	Day	Yr.	
09.				10.			11.	09.				10.			11.
09.				10.			11.	09.				10.			11.
09.				10.			11.	09.				10.			11.

12. Your spouse's Social Security Number
 State, County Employee or Retiree
 Other — Private, Federal, etc.

13. Your former name if different than your present name on Health Fund records.
 LAST FIRST INITIAL

PART C
Indicate only ONE enrollment action in EACH benefit plan. Place an "x" in items B, C or D if applicable.

ENROLLMENT ACTION REQUESTED

A. Enroll me in or change my present enrollment to (Plan). _____

B. Cancel my present enrollment. _____

C. I elect not to enroll or am ineligible at this time. _____

D. Do not change my enrollment. _____

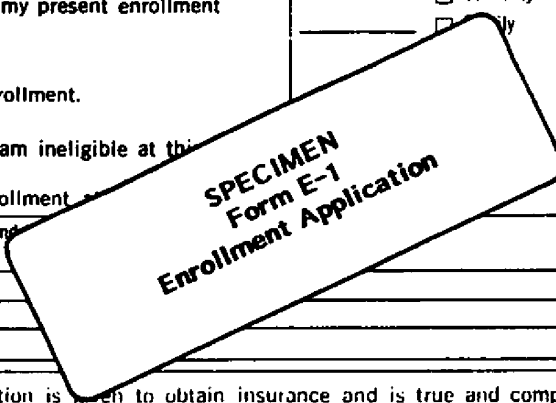
MEDICAL PLAN
 Self Only
 Family

DENTAL PLAN
 Children Only

LIFE INSURANCE PLAN

D
Complete only if you select the HEALTH FUND LIFE INSURANCE PLAN.

The beneficiaries of my Health Fund Life Insurance are:
 Primary beneficiary _____
 Secondary beneficiary _____



PART E
Applicant must sign this part.

Information in this application is given to obtain insurance and is true and complete to the best of my knowledge and belief. I authorize my employer or finance officer to set my effective dates of coverage and to deduct my monthly employee contribution for each Health Fund benefit plan from my salary, wages, or other compensation including any contribution increase, decrease, adjustment or cancellation as required by the Health Fund under applicable laws, rules or regulations.

Applicant's Signature _____ Business Tel. No. _____ Date _____

FOR EMPLOYING AGENCY USE ONLY

1. Enroll applicant in HEALTH FUND Plan Code. 14. [] 18. [] 22. []

2. Effective coverage date requested (MM/DD-YY). 15. ____/____/____ 19. ____/____/____ 23. ____/____/____

3. Event Code which permits above enrollment. 16. [] 20. [] 24. []

4. Date of event (MM-DD-YY). 17. ____/____/____ 21. ____/____/____ 25. ____/____/____

Agency Dept. Div. B.U.
 26. [] 27. [] 28. [] 29. []

Use applicable block

	MM	DD	YY

I certify that the applicant is an eligible employee/beneficiary as defined in Chapter 87, HRS.

Authorized Signature _____ Date _____

CHECK ATTACHED

No. _____ DATE RECEIVED IN EMPLOYING AGENCY 30.

Date ____/____/____ DATE EMPLOYED 31.

Amt. \$ _____ TRANSFER IN DATE 32.

DATE RETURNED FROM LEAVE 33.

E-5 00693

HAWAII PUBLIC EMPLOYEES HEALTH FUND
ENROLLMENT APPLICATION — MEDICARE SUPPLEMENTAL PLAN

PART A
Please provide the following information from your Medicare Card(s).

01. Your Soc. Sec. No.	02. Name (Last)		(First)	(Middle Initial)
50. Your Claim No.	51. Hospital insurance eff. date	52. Medical insurance eff. date		
53. Your spouse's Claim No.	54. Hospital insurance eff. date	55. Medical insurance eff. date		

PART B
Applicant and/or spouse must sign this part.

Information in this application is given to obtain insurance and is true and complete to the best of my knowledge and belief. I (we) understand that the effective dates of coverage shall be set by the Health Fund in accordance with its rules and regulations.

I (we) hereby authorize the Social Security Administration to release all information in its possession relating to my eligibility for benefits under Title XVIII of the Social Security Act to the Hawaii Public Employee Health Fund. A photocopy of this authorization shall be valid as the original.

X _____
Applicant's Signature _____ Signature _____ Date _____

SPECIMEN
Form E-5
Enrollment Application -
Medicare Supplemental Plan

FOR EMPLOYING AGENCY USE ONLY

AGENCY-DEPARTMENT NAME _____

28. Div.	29. B.U.

MEDICARE REIMBURSEMENT INFORMATION FOR RETIREES ONLY

I certify that the applicant is an eligible employee-beneficiary as defined in Chapter 87, HRS.

	MONTHLY PAYMENT	LUMP SUM RETROACTIVE PAYMENT	ELIGIBLE DATE
Applicant 56.	\$ _____	\$ _____	____/____/____
Spouse 57.	\$ _____	\$ _____	____/____/____
TOTAL	\$ _____	\$ _____	

REMARKS: _____
Authorized Signature _____ Date _____

STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES

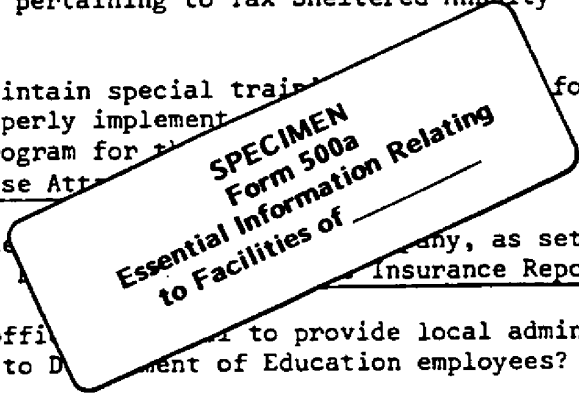
Essential Information Relating to Facilities of

(Name of Insurance Company)

which are pertinent to qualification as an insurer implementing the Tax Sheltered Annuity Program for employees of the Hawaii Department of Education.

(Yes or No)

- A. Is your company licensed to do Life Insurance business in the State of Hawaii? _____
- B. Does your company provide a special series of policies which conform to, and provide all the advantages of, the applicable laws and regulations pertaining to Tax Sheltered Annuity Purchases? _____
- C. Does your company maintain special training forms, and supplies, to properly implement Sheltered Annuity Program for Department of Education? (Please Attach _____)
- D. Please attach the "Report of Insurance Company, as set forth in the current _____ Insurance Reports. _____
- E. Do you maintain an office to provide local administration and service to Department of Education employees? _____
- F. Do you maintain agents licensed and officed in Hawaii to provide Department of Education employees with advice and service regarding their Tax Sheltered Annuities? _____



Certified at the Home Office by: _____ (Date)

Title: _____

Home Office Address: _____

Certified by the Local General Agent: _____ (Date)

Title: _____

Local Office Address: _____



STATE OF HAWAII
 DEPARTMENT OF EDUCATION
 OFFICE OF PERSONNEL SERVICES
 P.O. Box 2360
 Honolulu, Hawaii 96804

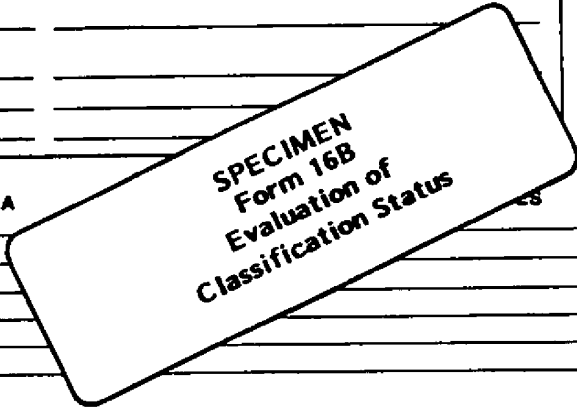
EVALUATION OF CLASSIFICATION STATUS

Name _____ Initial Evaluation Date _____
 Social Security Number _____ Beginning Date of Service _____
 School _____ () Date of Reemployment _____

Class I=T01 Class II=T03 Class III=T05 Class IV=T06 Class V=T07 Class VI=T08 Class VII=T09

An asterisk(*) indicates completion of only the academic credit requirement for the indicated class.
REMINDER: Teachers must submit Form 201 (Teacher's Request Form) for reclassification.
 After verification of the service requirement (see below), a FORM SF-5A, NOTIFICATION OF PERSONNEL ACTION, will be processed for a classification change. Since this document authorizes payment, please note that IT IS YOUR RESPONSIBILITY TO CHECK THIS FORM FOR PROPER SALARY CLASSIFICATION.
ANY CLAIMS FOR SALARY ERROR OR FOR CHANGE IN SALARY OWING TO RECLASSIFICATION MUST BE MADE IN WRITING TO THE DEPARTMENT WITHIN THE SCHOOL YEAR IN WHICH THE ERROR OR CHANGE IN STATUS IS CLAIMED.

DEGREE	MAJOR	DATE	INSTITUTION	OUT-OF-STATE CREDENTIALS
Bachelor	_____	_____	_____	_____
5-Year/Prof. Dipl.	_____	_____	_____	_____
Master	_____	_____	_____	_____
Doctorate	_____	_____	_____	_____



BASIC	MAJOR AREA	CLEAR DATE
<input type="checkbox"/> Elementary (K-6)	_____	_____
<input type="checkbox"/> Secondary (7-12)	_____	_____
<input type="checkbox"/> Kindergarten - 12	_____	_____
<input type="checkbox"/> Special Education	_____	_____
<input type="checkbox"/> Specialist	_____	_____
<input type="checkbox"/> Endorsement	_____	_____
PROFESSIONAL		
<input type="checkbox"/> Elementary (K-6)	_____	_____
<input type="checkbox"/> Secondary (7-12)	_____	_____
<input type="checkbox"/> Kindergarten - 12	_____	_____
<input type="checkbox"/> Special Education	_____	_____
<input type="checkbox"/> Specialist	_____	_____
<input type="checkbox"/> Endorsement	_____	_____
OTHER		
<input type="checkbox"/> Temporary	_____	_____
<input type="checkbox"/> Driver Education	_____	_____

CLASSIFICATION BASED ON SEMESTER HOURS AFTER: #1 Bachelor #2 Master #3 5-Year/PD #4 Professional Certificate

CLASSIFICATION	#1	#2	#3	#4
Class II=T03	0	--	--	--
Class III=T05	30	0	0	0
Class IV=T06	45	15	15	15
+ Class V=T07	60	30	30	30
+ Class VI=T08	75	45	45	45
Class VII=T09	Doctorate Degree & Teaching Subjects in or Related to Doctoral Major			

NOTES:

- Service Requirement — One year or two semesters must be served in Class III, IV, and V before moving to the next higher class.
- The Professional Certificate is required before moving to Classes V and VI.
- A majority (more than one-half) of the total applicable credits used for reclassification must be credits from an accredited institution. The remainder may be Department approved inservice "B" credits.

Personnel Form 701 b
TAC 75-0204

DEPARTMENT OF EDUCATION
STATE OF HAWAII

IN-SERVICE "B CREDIT" CERTIFICATE

Last Name First School
has successfully completed with _____ B credit(s).
Title of Activity _____

Date Activity Ended

**SPECIMEN
Form 701b
In-Service "B Credit" Certificate**

Distribute copies as follows: one to participant; one to principal; one to school; one to Department of Education. Retain this certificate for verification of credits granted.

USE TYPEWRITER OR PRINT WITH BALL POINT PEN WITH HEAVY PRESSURE

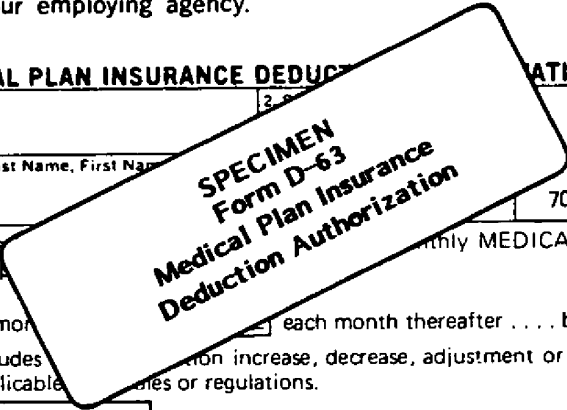
INSTRUCTIONS:

1. Read entire form . . . contact your employing agency if you need additional information or assistance.
2. Complete Item Nos. 1, 2, 4, 5, 11 or 12, 13, and 14.
3. Return form to your employing agency.

STATE OF HAWAII MEDICAL PLAN INSURANCE DEDUCTION AUTHORIZATION

1. Department _____ 2. _____

3. Form No. PKI	4. Social Security No.	5. Last Name, First Name	6. Agent 701	8. Plan	9. I.D. No.	10. Dept.
--------------------	------------------------	--------------------------	-----------------	---------	-------------	-----------



11. I hereby AUTHORIZE the _____ my monthly MEDICAL PLAN contribution from my compensation each payroll _____

\$ _____ the first month _____ each month thereafter . . . beginning _____

My authorization also includes _____ increase, decrease, adjustment or cancellation as required by the HEALTH FUND under applicable _____ or regulations.

12. I hereby CANCEL, as of _____, my previous authorization.

HAWAII PUBLIC EMPLOYEES HEALTH FUND

13. Date	14. Employee's Signature	15. Date	16. Authorization Signature
----------	--------------------------	----------	-----------------------------

STATE COMPTROLLER _____

STATE ACCOUNTING FORM D-63
MARCH 1, 1977

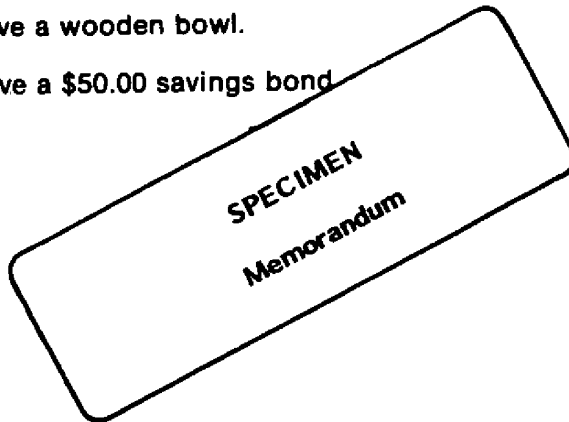
Social Security Number _____ _____ _____	Name (Last) (First) (Middle Initial)		
School/Office	Home Address (No. & Street)	City & State	Zip Code

TO THE OFFICE OF PERSONNEL SERVICES:

In accordance with the provisions of the applicable regulation of the School Code, Department of Education, I have indicated my choice of a retirement memento below.

CHECK ONE:

- I wish to have a wooden bowl.
- I wish to have a \$50.00 savings bond



Applicant's Signature _____ Date _____

(To insure your receipt of a retirement memento - if we do not hear from you within 15 days of the above date, we shall submit an order for a wooden bowl on your behalf.)



STATE OF HAWAII
Department of Personnel Services
NOMINATION FORM

FISCAL
YEAR _____

- () PERFORMANCE
- () SPECIAL ACT/SERVICE
- () OTHER

Name		Position		Position No.
Department		Division		Branch or Office
Nominee's Phone:	Island:	No. of Yrs. with State Government	Nominator's Name/Title:	Nominator's Phone No.:

WORK UNIT OBJECTIVES:

GENERAL FUNCTIONS OF THE POSITION:

REASONS FOR NOMINATION

SPECIMEN
Form DPS 515 ISAP-1
Nomination Form



STATE OF HAWAII
DEPARTMENT OF EDUCATION
Office of Personnel Services
P.O. Box 2360
Honolulu, Hawaii 96804

NOTIFICATION AND ELECTION OF COMPENSATION FOR INDUSTRIAL INJURY

Name of Employee: _____
Social Security No.: _____ School/Office: _____
Position No.: _____ Barg. Unit Code: _____
Position Title: _____ Apprn. Code: _____
Payroll No.: _____ W/C Case No.: _____
Date of Injury: _____ Mo. Salary at Time of Injury: _____

I understand that workers' compensation benefits will not be paid for the first three days of disability.

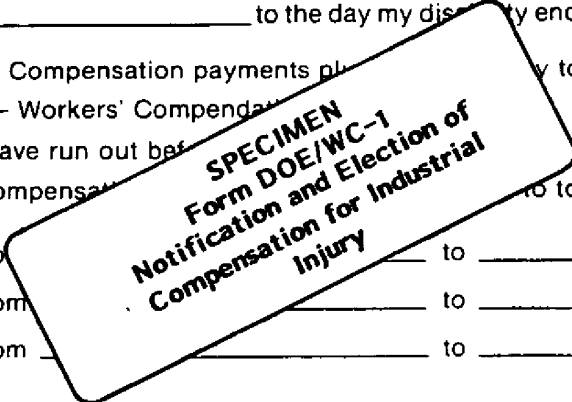
From _____ to the day my disability ends, my coverage will be as follows:

- *SICK LEAVE — Workers' Compensation payments plus _____ to total my regular pay.
- LEAVE WITHOUT PAY — Workers' Compensation _____

*Should my accumulated sick leave run out before my disability ends, I shall go on:

- VACATION — Workers' Compensation _____ to total my regular pay.

Sick Leave: from _____ to _____
 Vacation Leave: from _____ to _____
 Leave Without Pay: from _____ to _____



I understand that NO DEDUCTIONS will be made from workers' compensation payments. Where the total salary from my accumulated leaves is not enough to cover all deductions, I shall make direct payment to my respective payees except that:

- I elect to have retirement system contributions deducted from my workers' compensation payments. A SA Form D-60 is attached.

Date Signature of Injured Employee Date Signature of Supervisor

..... FOR PERSONNEL OFFICE USE ONLY

I certify that the above injured employee of this department is eligible for workers' compensation from _____ to _____ at \$ _____ per week; \$ _____ per day.

Number of Weeks _____ and days _____ Total Amount of Award: \$ _____

Date Departmental Personnel Officer

cc: Payroll Office
Personnel Office
Injured Employee
School/Office

DEPARTMENT OF EDUCATION
CERTIFICATED EMPLOYEE
NOTIFICATION OF PERSONNEL ACTION

STANDARD FORM 5A REV. 2/84
STATE OF HAWAII
185
S 84-6669 (Rev. of RS 84-5683)
-PART

1. SOCIAL SECURITY NO.		2. NAME (CAPS) LAST - FIRST - MIDDLE				MR. - MRS. - MISS		3. ADDRESS STREET CITY						
4. DATE OF BIRTH	5. SERVICE COMPUTATION DATE	6. SEA	7. U.S. CITIZEN	8. HAWAII RESIDENCE 3 YR.	9. VETS PREFERENCE	10. MARITAL STATUS	11. PHYSICAL HANDICAP	12. TAX EXEMPTIONS FED	STATE	13. PAYROLL NUMBER	DIST. CODE	14. RETIREMENT STATUS GROUP CLASS RESERVED		
15. NATURE OF ACTION						CODE	16. EFFECTIVE DATE	PARTIAL DAY FACTOR	17. ENDING DATE					
18. FROM: POSITION TITLE						25. TO: POSITION TITLE								
19. POSITION NO	20. OCC GRP CODE	21. SALARY RANGE STEP	22. HOURLY RATE	PAY RATE MONTHLY RATE		23. ISLAND	26. POSITION NO	27. OCC GRP CODE	28. SALARY RANGE STEP	29. HOURLY RATE	PAY RATE MONTHLY RATE		30. ISLAND	
24. NAME OF EMPLOYING AGENCY						CODE	31. NAME OF EMPLOYING AGENCY						CODE	
DEPT. DIVISION BRANCH-OFFICE SECTION UNIT						DEPT. DIVISION								
32. DIFFERENTIAL						DIFFERENTIAL		CODE	AMOUNT					
34. INCREMENT DUE	35. POSITION CONTROL	36. POSITION CATEGORY	37. TIME AUTHORITY FTE %		39. DATE OF APPL AFFIDAVIT (ACCESSION ONLY)				40. DATE OF PERSONAL HISTORY DECLARATION (ACCESSION ONLY)					
UNIFORM ACCOUNTING CODE												TYPES OF ASSIGNMENT		
41. TB	F	VR	APPEN	D	SUB	OBJECT	FUNCTION	LOC.	PROJ.	PERCENT			1. <u>REGULAR</u> - ASSIGNED TO AN UNOBLIGATED "PERMANENT" POSITION AND QUALIFIED FOR SUCH PLACEMENT. 2. <u>LTA (VICE)</u> - ASSIGNED TO A POSITION OBLIGATED (GUARANTEED) TO ANOTHER EMPLOYEE BECAUSE OF NON-PROBATIONARY RELATED REASONS (LWOP GUARANTEE, ETC.) 3. <u>LTA (PROBATIONARY VICE)</u> - ASSIGNED TEMPORARILY TO A POSITION OBLIGATED TO ANOTHER BECAUSE OF PROBATIONARY GUARANTEE OR CHAIN REACTION PROBATIONARY GUARANTEE. 4. <u>LTA (PROBATION)</u> - PROBATIONARY ASSIGNMENT. 5. <u>LTA (NOT QUALIFIED)</u> - DOES NOT MEET THE REQUIRED MINIMUM CERTIFICATION AND OR POSITION QUALIFICATIONS. SERVICE UNDER THIS ASSIGNMENT DOES NOT COUNT TOWARDS THE FULFILLMENT OF ANY PROBATIONARY PERIOD. 6. <u>LTA (TEMPORARY POSITION)</u> - ASSIGNED TO A TEMPORARY POSITION. 7. <u>LTA (TEMPORARY)</u> - ON EARLY RETURN FROM LEAVE TO A NON-GUARANTEED POSITION, ON ACTING APPOINTMENT, OR ON TEMPORARY ASSIGNMENT (REFER TO ARTICLE XVI, AGREEMENT BETWEEN B.O.E. AND H.G.E.A.) 8. <u>CASUAL</u> - CERTIFICATED EMPLOYEE - EMPLOYED ON A NON-SALARIED BASIS IN ACCORDANCE WITH REGULATION 5111. 9. <u>SPECIAL</u> - SPECIAL ASSIGNMENT AS INDICATED IN "REMARKS". NOTE FOR CLARIFICATION OF E.O. ASSIGNMENTS REFER TO ADMINISTRATIVE GUIDELINES TYPES OF EDUCATIONAL OFFICER APPOINTMENTS.	
43. BARGAINING UNIT CODE	44. ETHNIC CATEGORY		45. SEMI-MONTHLY RATE		46. TYPE OF ASSIGNMENT CODE									
51. REMARKS (CHANGES TO ANY OF THE ABOVE ITEMS ARE CIRCLED)														

SPECIMEN Form SF-5A Notification of Personnel Action

The information concerning assignment, length of employment period and salary stated herein is subject to applicable laws and regulations, and may be corrected or changed as deemed necessary by the department.
For 12 month employees, salary for each of the vacation months of July and August will be one tenth of the gross earnings from September to June inclusive.
Claims for salary error or for change in salary owing to reclassification must be made in writing to the Department within the school year in which the error or change in status is claimed (Regulation 520) N)

David M. Nakanishi
Superintendent

*EXPLANATION OF THE SF-5A APPLICABLE TO CERTIFICATED PERSONNEL

Standard Form 5A "Notification of Personnel Action" serves as a notification and record of official personnel transactions for the purposes of personnel administration, payroll administration, financial accounting, benefits administration, and personnel records administration. Standard Form 5A is issued to record and report initial employment information and subsequent changes resulting from personnel transactions and changes to an employee's personal status.

A block-by-block explanation of informational items on the SF-5A is provided as follows:

- 1 Social Security Number - Self-explanatory
- 2 Name - Self-explanatory.
- 3 Address - Self-explanatory
- 4 Date of Birth - Self-explanatory.
- 5 Service Computation Date - This date is used to determine service time with the State Government in terms of years and months of service. This is used for the administration of service awards. The date is not necessarily the beginning date of service.
- 6 Sex - F for Female, M for Male.
- 7 Citizenship - Y for Yes, N for No.
- 8 Hawaii Residence - Y for Yes (resident), N for No (non-resident).
- 9 Veteran's Preference - Not maintained.
- 10 Marital Status - S for Single, M for Married, D for Divorced, W for Widowed.
- 11 Physical Handicap - Not maintained.
- 12 Tax Exemptions - Not maintained.
- 13 Payroll - The information in this block reflects codes for payroll administration
- 14 Retirement Status - Codes reflect membership status with the Employees Retirement System.
2A - Member of Employees' Retirement System and FICA (Social Security).
2B - Member of Employees' Retirement System only.
Not Eligible - Not a member of Employees' Retirement System.
- 15 Nature of Action - Short description of the personnel action being reported
- 16 Effective Date - Effective date of personnel action. For separations, this date indicates last day of employment with DOE.
Partial Day Factor - Used to make partial day adjustments to pay rate. Reflects the percentage of the pay to which the nature of action is applicable
- 17 Ending Date - Ending date of personnel action.

PART A

- 18 From Position Title - Present title of an employee's job
- 19 Position Number - A number which identifies the certificated position that the employee holds.
- 20 Occupational Group Code - A coded version of the Position Title
- 21 Salary Range Step - Abbreviated indication of the employee's placement on the salary schedule. Example: T08-L1 indicates that the employee is on the Teachers Salary Schedule (T) at salary range eight (08) and on step longevity one (L1)
- 22 Monthly Rate - The appropriate monthly salary rate for the indicated salary range and step (annual salary: 12)
- 23 Island Code
- 24 Name of Employing Agency - Reflects the organizational location to which the Employee is assigned (DOE school or office).

PART B

- 25-31 Repeat of 18-24 - Reflects identical kinds of information as explained in Part A. Part B is generally used to identify TC position (the position to which a transfer is made) when applicable. Part B is also used for new employees.
- 32-33 Differential - Identifies authorized differential payment, if any. Examples: High Level Chancellor, School Librarian, Registrar, etc.
- 34 Increment Due - This is the date the employee is normally scheduled to receive the next annual or longevity increment. This date is subject to the provisions of Act 154, S.L.H. 1975. Normal annual increment or longevity increase to employees will be deferred in any fiscal year that an increase in the salary schedule is effected and no part of such fiscal year shall be counted as service creditable for any future increment or longevity pay increase.
- 35 Position Control - Indicates the budgetary status of the position.
Code 1 - Permanent (Non-Temporary) Position.
Code 2 - Temporary Position (Supplementary Funds or Replacement Position).
Code 3 - Casual Position (Substitute Teachers, Hourly Employees, etc.)
- 36 Position Category.
Code 3 - Code for Teachers, Principals, Vice-Principals, District Superintendents, Assistant Superintendents, and Deputy Superintendent.
Code 5 - State and District Educational Officers not engaged in instructional work.
- 37 Time Authorized F.T.E.% (full-time equivalency) - Part-time or full-time employment status expressed as a percentage. Examples: A full-time employee would have an F.T.E. of 100.000%. A half-time employee would have an F.T.E. of 50.000%.
- 38 Health Benefit Plan Carrier - Not used.
- 39 Date of Appointment Affidavit - Approximate date when Oath of Loyalty is signed by employee.
- 40 Date of Personal History Declaration - Not used.
- 41 Uniform Accounting Code - This informational block designates codes to identify the specific budgetary allocations from which the position is funded. This information is mostly used for financial accounting of payroll costs and would not normally be of major significance to the individual employee.
- 42 Not used
- 43 Bargaining Unit Code - Indicates the bargaining unit to which the employee is assigned.
Teachers Incl. 05 Excl. 55
Educational Officers Incl. 06 Excl. 56
Supt. Superordinates Excl. 96
- 44 Ethnic Category
- 45 Semimonthly Rate - This block indicates the normal semimonthly gross salary amount including differentials if any.
- 46 Type of Assignment Code - This block indicates the type of assignment held by the employee (i.e. probationary, temporary, limited-term vice, etc.)
- 51 Remarks - Reflects explanatory remarks preprinted or individualized that apply to the reported transaction.

Blocks 18 through 31 are divided into two parts: 18-24 is Part A and 25-31 is Part B. Both parts provide the same informational items. Most types of personnel actions will use only Part A. Part B is used primarily to reflect personnel transfer actions in which case Part A would be used to reflect the position from which the transfer is being made (old position) and Part B would be used to reflect the position to which transfer is made (new position). Part B is also used for new employees.

*SF-5As for Substitute Teachers are somewhat modified to reflect informational items peculiar to substitute teaching such as a daily rate of pay, telephone number, etc.



STATE OF HAWAII
DEPARTMENT OF EDUCATION
Office of Personnel Services
P.O. Box 2360
Honolulu, Hawaii 96804

Form 756 PATH ADD OBJECTIVES FORM

Check One: Group: A B C School _____

Participant's Social Security Number: - - - - District _____

Please Print or Type Name:

Participant: Last _____ First _____ M.I. _____ Evaluator: Last _____ First _____ M.I. _____
Check One:
 Principal
 Vice-Principal
 Others

PLEASE ADD THE FOLLOWING OBJECTIVES:

Objective
Number

Objective Statements

Performance Expectations

SPECIMEN
Form 756
PATH ADD OBJECTIVES FORM

Date: _____ Signed: _____ Participant's Signature _____ Evaluator's Signature _____



STATE OF HAWAII
DEPARTMENT OF EDUCATION
Office of Personnel Services
P.O. Box 2360
Honolulu, Hawaii 96804

Form 755 PATH CODING FORM

Check One: Group: A B C School: _____

Participant's Social Security Number: - - District: _____

Please Print or Type Name:

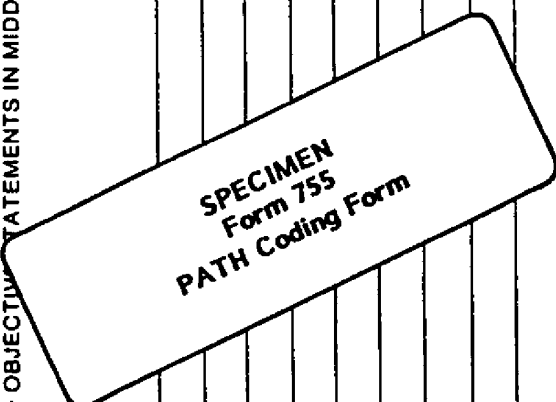
Participant: Last _____ First _____ M.I. _____ Evaluator: Last _____ First _____ M.I. _____
Check One: Principal Vice-Principal Others

PLACE OBJECTIVE NUMBER IN THE LEFT-HAND COLUMN, RECORD OBJECTIVE STATEMENTS IN MIDDLE COLUMN, PERFORMANCE EXPECTATIONS FOR EACH OBJECTIVE SHOULD BE IN FINAL COLUMN.

Objective Number

Objective Statements

Performance Expectations



Date: _____ Signed: _____ Participant's Signature _____ Evaluator's Signature _____

DEPARTMENT OF EDUCATION - PATH
REPORT ID: EGERIC-D
REPORT DATE:

PARTICIPANT'S EVALUATION
CONFERENCE RECORD
GROUP C

DISTRICT:
SCHOOL:
EVALUATOR:

*** TEACHER'S COPY ***

NAME:

RATING:

STATUS:

EVALUATOR'S SIGNATURE

I AGREE THAT THE ATTACHED PATH EVALUATIONS
AND COMMENTS ARE ACCEPTABLE FOR FILING.

PARTICIPANT'S SIGNATURE

CONFERENCE DATE:

I REQUEST A CONFERENCE FOR FURTHER REVIEW:

PARTICIPANT'S SIGNATURE

DISPOSITION:

DECIDING ADMINISTRATOR'S SIGNATURE

CONFERENCE DATE:



DEPARTMENT OF EDUCATION - PATH
 REPORT ID: ECERIC-C
 REPORT DATE:

PARTICIPANT'S INDIVIDUAL
 FINAL STATUS REPORT
 GROUP C

DISTRICT:
 SCHOOL:
 EVALUATOR:

*** TEACHER'S COPY ***

RATING:	STATUS:	REASON/ACTION	EVALUATION	
			PROCESS	IMPLEMENTED
OBJECTIVE NO.	DESCRIPTION		PARTIALLY IMPLEMENTED	NOT IMPLEMENTED
MANDATORY:				
0001	COMPLY WITH THE PROVISIONS OF THE CODE/CONTRACT			
SELECTED:				

SPECIMEN
 Participant's Individual
 Final Status Report

DEPARTMENT OF EDUCATION - PATH
 REPORT ID: ECEBIA-B
 REPORT DATE:

PARTICIPANT'S INDIVIDUAL
 STATUS REPORT
 GROUP A

DISTRICT:
 SCHOOL:
 EVALUATOR:

*** PLEASE COMPLETE THIS FORM AND RETURN ***

RATING (ENTER ONLY WHEN FINAL): DATE / / EVALUATED BY: (PLEASE PRINT)

SATISFACTORY -----
 UNSATISFACTORY -----
 MARGINAL -----

NO RATING POSSIBLE (ALL OBJECTIVES WILL BE ERASED)

REASON NO LONGER AT SCHOOL:

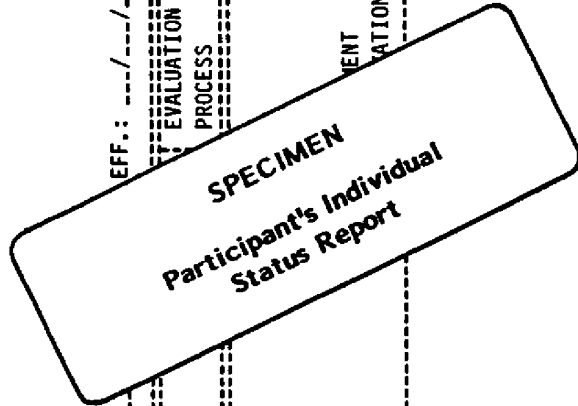
OBJECTIVE NO.

DESCRIPTION

MANDATORY:

0001 COMPLY WITH THE PROVISIONS OF THE CODE/CONTRACT

SELECTED:



** USE KEY IF PARTIALLY
 OR NOT IMPLEMENTED. LEAVE
 BLANK IF NOT EVALUATED.

KEY: 1 - DELETE OBJECTIVE
 2 - UNVERIFIED
 3 - INSUFFICIENT TIME
 4 - IN-SERVICE NEEDED
 5 - NOTIFIED

OBJECTIVE NO.	DESCRIPTION	REASON NO LONGER AT SCHOOL:	EFF.: / /	EVALUATION	IMPLEMENTED	IMPLEMENTED	NOT IMPLEMENTED
0001	COMPLY WITH THE PROVISIONS OF THE CODE/CONTRACT						

DEPARTMENT OF EDUCATION - PATH
 REPORT ID: ECERIC-A
 REPORT DATE:

PARTICIPANT'S INITIAL
 SELECTION REPORT
 GROUP C

DISTRICT:
 SCHOOL:
 EVALUATOR:

*** TEACHER'S COPY ***

RATING (ENTER ONLY AT END OF EVALUATION PERIOD)

SATISFACTORY -----
 UNSATISFACTORY -----
 MARGINAL -----

DATE: --/--/-- EVALUATED BY: ----- (PLEASE PRINT)

NO RATING POSSIBLE ----- (ALL OBJECTIVES WILL BE ERASED)

REASON NO LONGER AT SCHOOL: -----

EFF.: --/--/--

OBJECTIVE NO.	DESCRIPTION	EVALUATION PROCESS	FULLY IMPLEMENTED	PARTIALLY IMPLEMENTED	NOT IMPLEMENTED
0001	MANDATORY: COMPLY WITH THE PROVISIONS OF THE CODE/CONTRACT				
	SELECTED:				

SPECIMEN
 Participant's Initial
 Selection Report

** USE KEY IF PARTIALLY OR NOT IMPLEMENTED. LEAVE BLANK IF NOT EVALUATED.

KEY: 1 - DELETE OBJECTIVE
 2 - UNVERIFIED
 3 - INSUFFICIENT TIME
 4 - IN-SERVICE NEEDED
 5 - NOTIFIED

DEPARTMENT OF HEALTH
AND
DEPARTMENT OF EDUCATION
State of Hawaii

PHYSICAL EXAMINATION OF TEACHERS

Name _____ School _____
 Age _____ Birthplace _____
 Pertinent family history _____
 Pertinent personal history _____
 Height _____ Weight _____ Temperature _____ Pulse rate _____
 Blood pressure, systolic _____ diastolic _____
 Vision Snellon type at 20 feet—Right _____
 Hearing, whisper at 20 feet _____ R: _____ Left _____
 Patellar reflex _____ Iris reflex to light _____
 Location of cardiac apical impulse _____
 Rhythm of pulse _____
 Lungs—abnormalities of resonance _____
 Abnormalities on auscultation _____
 Abnormalities of motion of thorax _____
 Abdomen—liver edge _____ spleen _____ masses _____
 _____ rigidities _____ tenderness _____
 Deformities of bones or joints _____
 Limitation of motion of joints _____
 Teeth—caries _____ gingivitis _____
 Throat _____
 Cervical glands _____ axillary _____ inguinal _____
 Haemorrhoids _____ Hernia _____
 Urine—albumin _____ Sugar _____ pus _____ casts _____ blood _____
 Any significant abnormality should be followed up thoroughly. This applies especially to the lungs, heart, kidneys and skin.
 Additional or explanatory remarks _____

SPECIMEN
Form 132
Physical Examination of Teachers

I certify that the information above was obtained by me by physical examination made this day and that the above report is true to the best of my knowledge. In my opinion this teacher (is) _____ (is not) _____ fit to teach school.

WC-2 PHYSICIAN'S REPORT

(NOTE: DO NOT WRITE IN SHADED BLOCKS)

1 FIRST	2 FIRST & FINAL	3 FINAL	4 INTERIM	5 CONSULTING	6 RATING
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CASE NUMBER
DATE THIS REPORT RECEIVED
MO. / DAY / YR.

EMPLOYER NAME AND ADDRESS

CARRIER'S NAME AND ADDRESS

PATIENT NAME AND ADDRESS

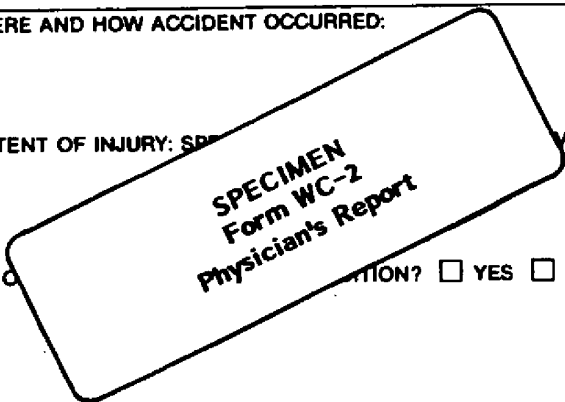
YOUR NAME, ADDRESS AND TELEPHONE

- | | | |
|--|--------------------------|--------------------------|
| | YES | NO |
| 1. ARE YOU THE ATTENDING PHYSICIAN? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. HAS THE PATIENT BEEN BURNED? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. IS THERE A POSSIBILITY OF OTHER DISFIGUREMENT? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. DO YOU THINK PHYSICAL REHABILITATION WILL BE NECESSARY? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. DO YOU THINK MEDICAL REHABILITATION WILL BE NECESSARY? | <input type="checkbox"/> | <input type="checkbox"/> |

PATIENT SOCIAL SECURITY NO.	DATE FIRST TREATMENT	DATE OF INJURY/ILLNESS	PHYSICIAN'S I.D.	IF PATIENT DIED, GIVE DATE
	MO. / DAY / YR.	MO. / DAY / YR.		MO. / DAY / YR.

STATE IN PATIENT'S OWN WORDS WHERE AND HOW ACCIDENT OCCURRED:

GIVE ACCURATE DESCRIPTION AND EXTENT OF INJURY: SPECIALLY DESCRIBE INJURY AND STATE OBJECTIVE FINDINGS.



IS ACCIDENT MENTIONED ABOVE THE OCCASION? YES NO; STATE CONTRIBUTING CAUSES.

WHO ENGAGED YOUR SERVICES?

IS FURTHER TREATMENT REQUIRED? NO YES; HOW LONG?
 WERE X-RAYS TAKEN? NO YES BY WHOM? DATE(S)
 X-RAY DIAGNOSIS:

WAS PATIENT TREATED BY ANYONE ELSE? NO YES. BY WHOM? DATE(S)
 WAS PATIENT HOSPITALIZED? NO YES DATE OF ADMISSION: DATE OF DISCHARGE:
 NAME AND ADDRESS OF HOSPITAL:

DESCRIBE SUBSEQUENT TREATMENT BY YOU:

DID ACCIDENT RESULT IN DISABILITY FOR WORK? YES NO DATE DISABILITY BEGAN:
 PATIENT WAS WILL BE ABLE TO RESUME LIGHT WORK REGULAR WORK ON:

PATIENT STOPPED TREATMENT WITHOUT ORDERS ON PATIENT DISCHARGED AS CURED ON:

DESCRIBE ANY PERMANENT DEFECT OR DISFIGUREMENT (INCLUDE SCARS, DISCOLORATIONS, DEFORMITIES, ETC.) NONE

FINAL DIAGNOSIS: 5800-103

 PHYSICIAN SIGNATURE DATE



STATE OF HAWAII
DEPARTMENT OF EDUCATION
Office of Personnel Services
P.O. Box 2360
Honolulu, Hawaii 96804

**RECOMMENDATION FOR
EDUCATIONAL OFFICER APPOINTMENT**
(With Specified Appointment Terms and Conditions
and Other Pertinent Information)

1. Name: _____

2. Position Title: _____

3. Effective Date: _____ Ending Date: _____ (If Applicable)

4. New Salary: _____ Bargaining Unit Status: **Included** _____
Excluded _____

5. Type of Appointment: _____

6. Certification for Position: _____

7. Present Position: _____

8. Interview Committee: (_____

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

**SPECIMEN
Form 103a
Recommendation for
Educational Officer Appointment**

Applicants	Non E.O.	E.O. Transfers		TOTAL	Did Not Meet MQ'S	# Applicants Interviewed
		Lateral/Demotions	Promotions			
9. Female						
Male						
Total						

10. Remarks: _____

11. Approval Recommended: _____ Date: _____
Superintendent

12. Date of Board Approval: _____

DISTRIBUTION:
ORIGINAL (White) Office of Personnel Services; (Green) District Office; (Canary) Offer Letter Copy; (Pink) Employee; (Goldenrod) Pending File Copy

DEPARTMENT OF PERSONNEL SERVICES
REQUEST FOR APPROVAL OF OUT-SERVICE TRAINING

SEE REVERSE SIDE FOR DIRECTIONS

(Prepare 8 Copies; Submit 7)

Department: EDUCATION

Date _____

PART I: REQUEST (To Be Filled In by Requesting Authority)

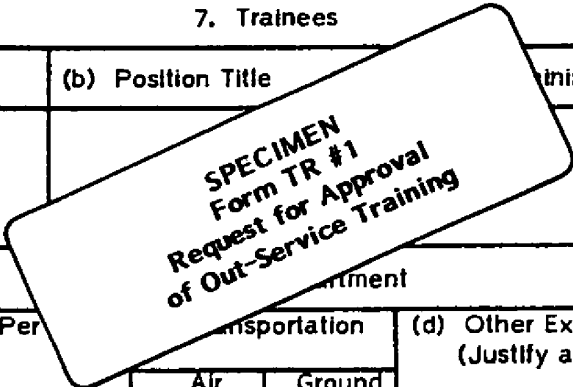
1. (a) Name of Training Sponsor	(b) Training Site (City, State, Location)	2. Accredited Training: <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------------	---	---

3. Title of Activity:

4. Length of Activity (Hours)	5. Number of Hours of Training on Government Time	6. Date Training Scheduled To Begin: _____ To End : _____
-------------------------------	---	---

7. Trainees

(a) Name & Approximate Number	(b) Position Title	(c) Training Unit	(d) Section or Unit
(List May Be Attached)			



	(a) Program Cost (Regs. Fee, Tuition, etc.)	(b) Per	Transportation		(d) Other Expenses (Justify and List)	(e) Total of a <u>to d</u> by Source	
			Air	Ground		State	Federal
Per Trainee							
Total							

9. Course Content: Attach three copies of course description, registration information, itinerary of trainee(s), names and titles of instructors. **NOTE:** Attach separate sheet if further explanation of entries is necessary.

10. Justification: State reason(s) why it is essential for trainee(s) to participate in the above program.

Signature of Requesting Authority

Signature of Dept. Head or Authorized Representative

PART II: DEPARTMENT OF PERSONNEL SERVICES

This request is hereby approved for _____ person(s). Date: _____

Disapproved Approved with changes

COMMENTS:

INSTRUCTIONS TO COMPLETE REQUEST FOR APPROVAL OF OUT-SERVICE TRAINING

An approved Out-service Training Request (OSTR) is the authorization for processing payment for training costs. Each time funds are used for direct training costs per person, seven (7) copies of this request must be submitted 30 calendar days before the event. Submitted copies should bear the signature of the requesting authority who is the district or assistant superintendent or designee.

PLEASE COMPLETE EACH ITEM AS INSTRUCTED

The numbered items (1 - 10) correspond to the items on the form.

1. a. Specify the sponsor or provider of the training activity, such as the University of Hawaii, Northwest Regional Learning Center, Department of Education.
b. Indicate training site.
2. Check YES box only if activity results in college credit or DOE "B" credit.
3. Enter complete title.
4. Specify number of hours planned for the training activity.
5. Record number of hours that training will be occurring during work-time.
6. Indicate start and end dates of training activity.
7. Trainees
 - Identify by name, if known, and/or indicate the approximate number of individuals to be trained.
 - Indicate trainees by types - teachers, educational officers, counselors, custodians, etc.
 - Identify trainee's bargaining unit.
 - Note the office, district, or school for each trainee.
8. Cost to Department
 - Enter program costs. Attachments should indicate fee charges.
 - Per diem allowance should comply with Mileage Reimbursement and Travel Allowance Schedule.
 - Ground transportation is limited to public conveyances or taxis. Car rentals are considered for approval only with written justification.
 - Indicate related costs, such as books, workshop materials, lab fees, etc.
 - Indicate source of funds.
9. Attach three (3) copies of the course description/registration-tuition information to the set of seven (7) being submitted - one to the original and the others to the second and third copies.
10. Briefly justify participation in training activity.

NOTE: If the activity is cancelled, please notify the Office of Personnel Services, Development Section (548-6353). If an application is being submitted late - less than ten (10) working days before start of activity - submit three (3) copies of a written justification with the application.

All amended Out-service Training Requests should be accompanied by two (2) copies of the original request approved by the Superintendent.



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P.O. BOX 2360
HONOLULU, HAWAII 96804

REQUEST FOR EDUCATIONAL OFFICER ASSIGNMENT FOR THE SCHOOL YEAR 1986-87

NAME _____ SCHOOL or OFFICE _____
HOME ADDRESS _____ PHONE NO. _____
PRESENT ASSIGNMENT _____ SALARY RANGE _____

INSTRUCTIONS:

1. Check one or more of the five main categories below. Check one or more blocks in sub-categories as appropriate.
2. Transfer requests are for school level positions only. District and state level positions will be advertised separately.

I REQUEST THE FOLLOWING FOR THE 1986-87 SCHOOL YEAR (Check one or more of the major categories):

1. **REAPPOINTMENT.** I request the following type of reassignment: (Check only one box)
 Type A Type B Type C

2. **TRANSFER*** (For School Level Positions Only).

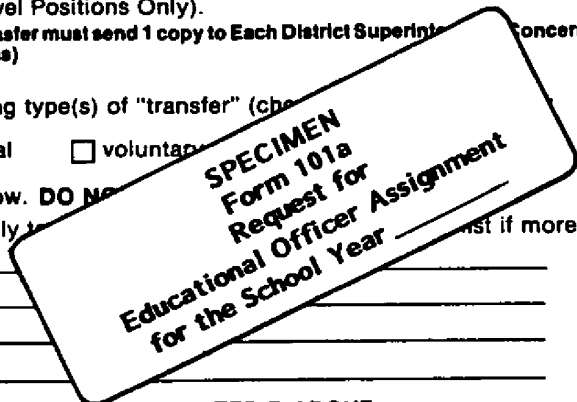
Educational Officer requesting transfer must send 1 copy to Each District Superintendent concerned, 1 copy to Office of Personnel Services. (See Transfer Instructions)

A. I would accept the following type(s) of "transfer" (check all that apply):

- promotion lateral voluntary

Complete either B or C below. DO NOT complete both.

B. I would like a "transfer" only to _____ (check all that apply. List if more space needed).



C. DO NOT COMPLETE IF YOU HAVE COMPLETED B ABOVE.

I would like a "transfer" to any school in the grade level(s) AND district(s) or island(s) identified below. (check as many blocks as are appropriate):

LEVELS: ELEMENTARY INTERMEDIATE HIGH COMMUNITY SCHOOLS OTHERS _____

LOCATION: HONOLULU CENTRAL LEEWARD WINDWARD

HAWAII

MAUI LANAI MOLOKAI

KAUAI

3. **LEAVES OF ABSENCE.** (check appropriate block(s):

- | | | |
|---|-----------------------------------|----------------------------------|
| <input type="checkbox"/> Leave of Absence without pay** (Attach Form 400a in four copies.) | <input type="checkbox"/> Approved | <input type="checkbox"/> Pending |
| <input type="checkbox"/> Extended Leave of Absence without pay** (Attach Form 400a in four copies.) | <input type="checkbox"/> Approved | <input type="checkbox"/> Pending |
| <input type="checkbox"/> Exchange | <input type="checkbox"/> Approved | <input type="checkbox"/> Pending |
| <input type="checkbox"/> Leave of Absence without pay for professional improvement. | <input type="checkbox"/> Approved | <input type="checkbox"/> Pending |
| <input type="checkbox"/> Professional Improvement Leave with pay. | <input type="checkbox"/> Approved | <input type="checkbox"/> Pending |

4. **RETIREMENT.** Effective Date _____ (Attach Form 190 in four copies.)

5. **RESIGNATION.** Effective Date _____ (Attach Form 190 in four copies.)

Date _____

Educational Officer's Signature _____

*TRANSFER — You must turn in a copy of this form (101a) and a copy of your Form 780 to the Office of Personnel Services and to each District Superintendent in whose district you desire to transfer into.

**Final Approval or disapproval of this leave request will be indicated on the Form 400a if in proper order.

5800-111

DISTRIBUTION: WHITE - Supervisor's Copy, CANARY - Educational Officer's copy (do not return to supervisor)



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P.O. Box 2360
Honolulu, Hawaii 96804

REQUEST FOR OUT-OF-STATE EXCHANGE

(Please type or print using black ink)

Each exchange is an official arrangement between school systems. Application for exchange should be made through appropriate district authorities; in Hawaii through the Principal to the District Personnel Officer to the Assistant Superintendent for Personnel Services; in mainland districts through appropriate channels.

Name _____ Home Address _____ Phone No. _____

I wish to apply for an exchange assignment for the school year _____.

1. Grade and Subject Qualifications

Major _____

Minor _____

2. Grade/Subjects Presently Teaching _____

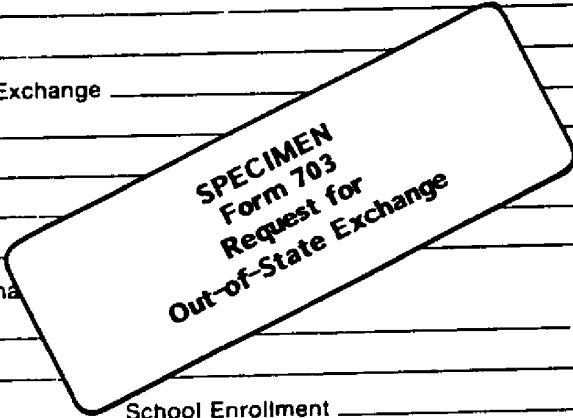
3. Probable Grade/Subject Assignment Next Year _____

4. Locale Desired (Island/City/State)

1st Preference _____

2nd Preference _____

5. Reasons for Requesting an Exchange _____



Please provide us with some information

Name of School _____ Phone No. _____

Location (address) _____

Number on Staff _____ School Enrollment _____ Grades _____

1. _____ Hours of School Day _____ Length of Class Periods _____

School Year _____ to _____
Date Date

2. Type of Teaching (Team Teaching, Modular Scheduling, Lecturing, Self-Contained) _____

Additional Duties: e.g. Extra-curricular Activities, Staff Meetings, Parent Conferences _____

Amount of Free Time During the Day. (Preparation Time, etc.) _____

3. Community

Size and Type of Community (Urban, Suburban, Rural) _____

Local Public Transportation Facility: e.g. To and From School _____

Climate and Type of Clothing Needed _____

Cultural Activities _____

Sites of Interest _____

4. Housing

Approximate rental for apartment

\$ _____ furnished \$ _____ unfurnished

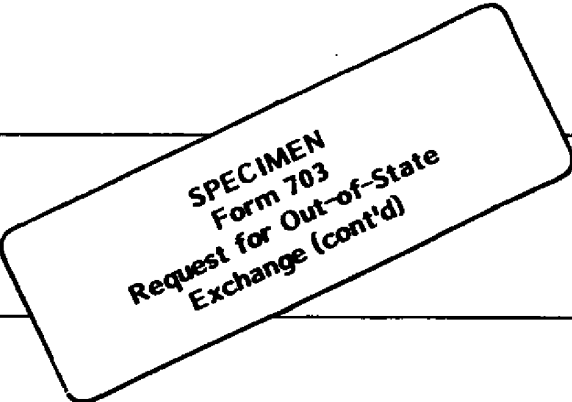
Approximate rental for leasing

\$ _____ furnished \$ _____ unfurnished

_____ Distance from School

(The exchange of personal accommodations — house, cars, etc., is a private matter and should be handled on a personal basis between exchangees.)

 Applicant's Signature and Date

	Principal's Comments
Adaptability	
Health	
Staff Contacts	
Other Remarks	

APPROVAL OF EXCHANGE REQUEST:

Principal _____ (print or type) _____ (signature)

School _____

Address _____

Appropriate District Official _____ (print or type) _____ (signature)

Title _____

School District _____

Address _____

READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

**FILL OUT FORM WITH REQUIRED INFORMATION COMPLETELY
(USE TYPEWRITER, OR PRINT WITH BALL POINT PEN WITH HEAVY IMPRESSION)**

STATE OF HAWAII		SALARY ASSIGNMENT								
DEPARTMENT										
FORM NO.	SOCIAL SECURITY NO.	LAST NAME, FIRST		AGENT	PLAN	I.O. NO.	DEPT.			
THE UNDERSIGNED HEREBY: <input type="checkbox"/> ASSIGNS				<input type="checkbox"/> CANCELS			FOR AGENCY USE			
CHECK ONE BOX ONLY, IF "ASSIGNS":				THE PAYROLL INCLUDES ...			DEDUCTION			
<input type="checkbox"/> \$ _____ THE FIRST				MONTH DAY YEAR			DUES			
AND \$ _____ EACH MONTH				WITH ENDING DEDUCTIONS FOR			LIFE INS.			
				THE PAYROLL PERIOD PRIOR TO ...			INC. PROT.			
<input type="checkbox"/> PERCENT EACH MONTH _____%				MONTH DAY YEAR			CR. UNION			
<input type="checkbox"/> MY NET WAGES				● WHEN MY COMMITMENT OF \$ _____ IS PAID OR						
				UPON RECEIPT OF MY ASSIGNMENT CANCELLATION						
I CERTIFY THAT I WILL ABIDE BY THE REGULATION SET FORTH ON THE REVERSE SIDE OF THIS APPLICATION				TYPE AGENT'S NAME, BRANCH, ADDRESS, AND ZIP CODE HERE						
DATE		EMPLOYEE OR AUTHORIZED SIGNATURE		DATE		AUTHORIZED SIGNATURE OF ASSIGNEE		TOTAL		

**SPECIMEN
Form D-60
Salary Assignment/Cancellation**

STATE ACCOUNTING FORM D-60
JULY 1, 1984 (REVISED)



752 Revised 9/86

STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P.O. BOX 2360
HONOLULU, HAWAII 96804

DEPARTMENT OF EDUCATION - HAWAII
SCHOOL ADMINISTRATOR EVALUATION REPORT

Authority: HRS 297-46
School Code Regulation 5802

Name _____

Position _____

School _____

Evaluation Period _____ to _____

Evaluated by _____

Position _____

- Objectives:
- 1) To communicate leadership expectations.
 - 2) To improve leadership performance.
 - 3) To assess and rate leadership performance.

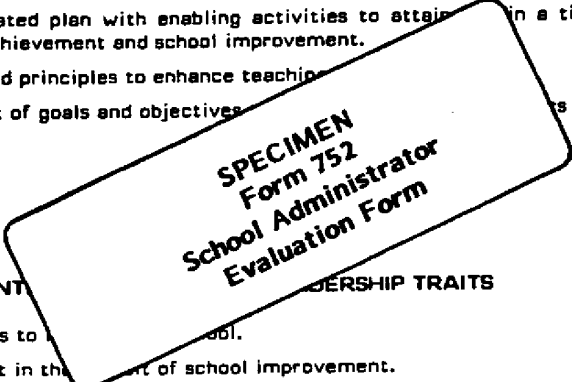
- Rating Scale:
- 5 - Excellent
 - 4 - Good
 - 3 - Satisfactory
 - 2 - Marginal
 - 1 - Unsatisfactory

A. DEMONSTRATES PERSONAL AND PROFESSIONAL COMMITMENT TO SCHOOL IMPROVEMENT

- Is professionally determined to attain higher levels of student achievement and performance within the school.
- Systematically assesses, analyzes and uses achievement test scores, grades, attendance records, demographic profiles, discipline and vandalism reports and other relevant data to improve the school.
- Evaluates current school programs and teaching methods in terms of identified school improvement goals and objectives.
- Develops and articulates an integrated plan with enabling activities to attain _____ in a timeframe, explicit goals and objectives relating to student achievement and school improvement.
- Applies research-based strategies and principles to enhance teaching _____
- Provides feedback on the attainment of goals and objectives _____ of the community..

COMMENDATIONS:

RECOMMENDATIONS:



B. DEMONSTRATES ACHIEVEMENT-ORIENTED LEADERSHIP TRAITS

- Actively advocates high expectations to _____ school.
- Is creative, innovative and persistent in the _____ of school improvement.
- Is caring and responsible in carrying out the functions of schooling when dealing with faculty, staff, students and parents.
- Is an effective teacher with high expectations for self and others.
- Shows concern and fosters professional development of faculty and staff, including career advancement options.
- Pursues planned schedule of professional improvement activities to strengthen own leadership performance.

COMMENDATIONS:

RECOMMENDATIONS:

C. UNIFIES STAFF, BUILDS OWNERSHIP AND TEAMWORK

- Utilizes effective strategies to involve people in setting performance expectations, planning, decision making problem-solving and conflict resolution.
- Regards staff as professionals by encouraging creativity in determining how goals and objectives can be met.
- Generates feelings of trust, enthusiasm, rapport, respect and openness among faculty, staff, students, and members of the community.
- Pursues establishment of open and positive relationships to achieve high morale.
- Implements a system of rewards and recognition of genuine and valued individual and school accomplishments.
- Unifies belief that school improvement is a continuous process towards higher levels of effectiveness.

COMMENDATIONS:

RECOMMENDATIONS:

D. MANAGES THE FULL SCOPE OF SCHOOL ADMINISTRATIVE RESPONSIBILITIES



Complies with applicable statutes, federal laws, regulations, procedures, contractual provisions and other governance parameters.

Attends to all required administrative functions such as supervision and evaluation of instruction, teachers and staff; maintenance of a well-functioning school plant; timely completion of reports.

Assures effective delivery of instructional programs and school support services.

Communicates effectively with faculty, staff, members of the community, and others.

Uses available resources creatively and imaginatively for optimum benefit to students.

Mobilizes and assigns resources to attain school improvement goals and objectives.

Maintains sound fiscal operations and accounting of school property.

Facilitates and monitors delivery of effective instruction and maximum use of instructional time.

COMMENDATIONS:

RECOMMENDATIONS:

SUPERVISOR COMMENTS

Commendations:

Recommendations:

SCHOOL ADMINISTRATOR COMMENTS:

ANNUAL RATING OF PROFESSIONAL LEADERSHIP PERFORMANCE



DESCRIPTION:

OBTAINS WIDESPREAD SUPPORT AND DEVELOPS A UNIFIED SENSE OF PURPOSE AMONG FACULTY, STAFF, STUDENTS AND MEMBERS OF THE COMMUNITY TO SYSTEMATICALLY ATTAIN HIGHER LEVELS OF STUDENT ACHIEVEMENT AND PERFORMANCE AND PROPER ADMINISTRATION OF THE SCHOOL.

[School administrator's signature does not necessarily indicate concurrence but merely that s/he is aware of evaluation.]

Signature of School Administrator _____

Date _____

Signature of Supervisor _____

Date _____

SCHOOL ADMINISTRATION TRAINING (SAT) PROGRAM

APPLICATION FORM

GENERAL INFORMATION

NAME _____ S.S. NO. _____
Last First M.I.

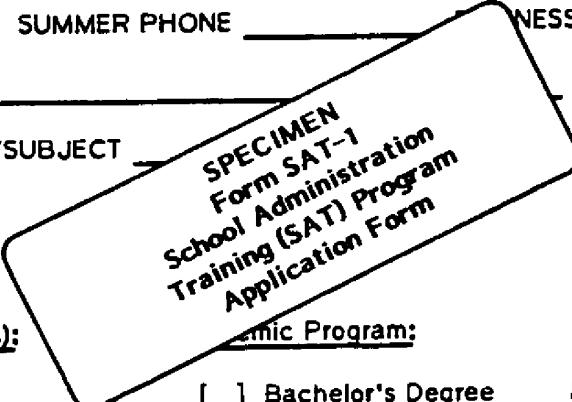
MAILING ADDRESS _____
No. Street City/State Zip Code

SUMMER ADDRESS _____
No. Street City/State Zip Code

HOME PHONE _____ SUMMER PHONE _____ BUSINESS PHONE _____

SCHOOL/OFFICE _____ DISTRICT _____

PRESENT POSITION/GRADE/SUBJECT _____



PROFESSIONAL INFORMATION

Hawaii Teaching Certificate(s):

- Basic
- Professional

Academic Program:

- Bachelor's Degree Major _____
- Master's Degree Major _____
- Doctoral Major _____

No. Years Teaching _____ Location(s) _____

List Completed Educational Administration Coursework Requirements:

<u>Course Title</u>	<u>Year Taken</u>	<u>University/College</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REGISTRATION

For Miller Analogies Test (MAT):

Check appropriate box:

Please accept my registration to take the Miller Analogies Test on:

- January 11, 1986 on Oahu/Kauai
- January 18, 1986 on Hawaii/Mauai

The location and time will be announced with the confirmation of your registration by December 20, 1985. For additional information regarding testing, please call Cheryl Ishimitsu at 548-6353.

YES NO

- I have discussed my career goals with my principal/supervisor.
- I have an acceptable MAT score with two years recency on file with the Department of Education.
- Included with this application is a completed SAT-2 Self-Assessment Form.

Indicate your training session preference (1st, 2nd):

- June 16 - 28, 1986
- July 7 - 19, 1986
- None of the above. My plans are for Summer 1987 training.

Signature _____ Date _____

Submit application materials within the established deadline to:

Department of Education
Office of Personnel Services
Personnel Certification & Development Section
Attention: Mr. Richard Sagawa

As an equal opportunity employer, the Department welcomes applications from eligible candidates regardless of race, color, national origin, religion, age, and/or handicap.

APPLICATION DEADLINE: FRIDAY, DECEMBER 13, 1985



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P.O. Box 2360
Honolulu, Hawaii 96804

SEPARATION FROM SERVICE CERTIFICATED EMPLOYEES

(Read Reverse Side For Important Information)

PART A - EMPLOYEE INFORMATION

1. Name: _____
2. Permanent Address: _____

3. Place of Work (School/Office): _____
4. Last Day of Employment: _____

PART B - NATURE OF SEPARATION (Check Item 1 or 2)

1. RESIGNATION

Reason (Optional)

- Inadequate salary
- To teach in another school system
- To enter own business or other employment
- Dissatisfied with working conditions
- Other reasons (explain): _____

SPECIMEN
Form 190
Separation from Service
Certificated Employees

2. RETIREMENT

PART C - COMMENTS (Optional)

1. By Employee: _____

2. By Principal/Immediate Supervisor: _____

3. By Assistant/District Superintendent: _____

PART D - SIGNATURES AND DATE

1. Employee: _____ Date: _____
2. Principal/Immediate Supervisor: _____ Date: _____
3. Assistant/District Superintendent: _____ Date: _____

DISTRIBUTION: WHITE & GREEN - Office of Personnel Services; PINK - District Office; BLUE - Employee

I. EFFECTIVE DATE OF SEPARATION FROM SERVICE

Line 4 indicating the "last day of employment" should be carefully considered by all employees resigning or retiring. This effective date pinpoints the exact day when the employee terminates his/her employment status; thus, it determines the termination of employee benefits such as compensation, health fund coverage and membership in the Employees' Retirement System as follows:

A. COMPENSATION

Salary earnings terminate as of the last day of employment. Salary does not accrue on half days or other compensable days accruing after the last day of employment.

B. PAYMENT OF EARNED SUMMER SALARY

1. Ten-month employees terminating their employment before the end of the school year should receive their earned summer salaries (if any) in one lump sum within four to six weeks after the last day of employment.
2. Ten-month employees terminating their employment after the last teaching day in June may choose from two options as follows:
 - a. Employees who indicate their last day of employment as June 30 should receive their earned summer salary (if any) in one lump sum on the June 30th payroll. (Late submittals of Form 190 may delay lump sum summer salary payment to a later period.)
 - b. Employees who indicate their last day of employment as August 31 shall receive their earned summer salary (if any) in equal installments over July and August inasmuch as employment status is maintained until the expiration of the school year.

C. HEALTH FUND COVERAGE

Employees should read the Department's brochure for grace period coverage and conversion privileges for medical, dental and life insurance plans.

IMPORTANT! EARLY SEVERANCE OF EMPLOYMENT STATUS (RESIGNATION) TO OBTAIN LUMP SUM SUMMER SALARY PAYMENT GENERALLY RESULTS IN THE EARLY TERMINATION OF EMPLOYEE HEALTH FUND BENEFITS.

D. RETURN OF RETIREMENT CONTRIBUTIONS

Employees resigning who want their accumulated retirement contributions refunded may apply for such refund on Retirement Form 16. This form must be notarized and submitted directly to the Employees' Retirement System. Refunds are normally made six to eight weeks after the receipt of the last DOE paycheck.

II. COMPLETION OF PROCEDURES FOR RETIREMENT

To prevent unnecessary delays in retirement dates, retiring employees should insure that the following procedural details are complied with:

- a. Submit Form 190 to principal or immediate supervisor at least 30 days prior to desired retirement date.
- B. Submit Retirement Form 18 (Application for Retirement) directly to the Employees' Retirement System, 30 to 90 days prior to desired retirement date...
- C. Submit all necessary leave papers to principal or immediate supervisor immediately if leaves are taken. Example: Form 400 (Sick Leave), Form 400a (Leave Without Pay), Form G-1 (Vacation/Sick Leave for 12-month employees).

III. QUESTIONS

Questions concerning this form and related regulations should be directed to the principal or immediate supervisor who will answer your questions or obtain the answers as necessary.



STATE OF HAWAII
 DEPARTMENT OF EDUCATION
 OFFICE OF PERSONNEL SERVICES
 P.O. BOX 2380
 HONOLULU, HAWAII 96804

**SPECIALTY INSTRUCTOR
 APPOINTMENT AGREEMENT
 (TEMPORARY PART-TIME)**

The following individual is hereby appointed as a temporary specialty instructor in the public schools of Hawaii under this Temporary Specialty Instructor's Appointment Agreement in accordance with applicable employment terms and conditions specified in the School Code (5000 Series). Assignment shall be as indicated below:

NAME	SOCIAL SECURITY NO	CONTRACT PREPARATION DATE
POSITION		DISTRICT OR SCHOOL
TO EFFECTIVE DATES	\$ PER COURSE UNIT COMPENSATION RATE (NON-SALARIED)	NUMBER OF COURSE UNITS (NOT TO EXCEED THREE)

The appointee agrees to provide appropriate part-time services on each work day as scheduled within the effective dates specified herein. Compensation shall be determined at the specified course unit rate. Unlike salaried employees, compensation does not accrue during holidays, school vacation periods and/or other non-working days.

This agreement is subject to the laws of the State of Hawaii and the regulations of the Department. The terms of this agreement (including compensation) may be amended or changed as determined necessary by the Department to conform with applicable regulations. Any amendment or correction to this agreement will be in writing and shall conform to Department Form 136A.

**SPECIMEN
 Specialty Instructor
 Appointment Agreement
 (Temporary Part-Time)**

It is expressly agreed and understood that this temporary appointment with no commitment for employment continuance beyond the date indicated above. It is further agreed and understood that this temporary appointment may be terminated without a hearing, at the option of the Department, at any time prior to the indicated expiration date. Please see reverse side for information on the conditions of temporary employment.

SPECIAL PROVISIONS:

By signing below the appointee accepts the position, agrees to discharge the duties thereof, and to report for duty at the appropriate time on the beginning date specified above. This agreement is valid when signed and received by the Department of Education within seven calendar days of the contract preparation date specified above.

 Signature of Appointee

Dated _____, 19____

Shawn M. Natanaka
 SUPERINTENDENT



STATE OF HAWAII
 DEPARTMENT OF EDUCATION
 OFFICE OF PERSONNEL SERVICES
 P.O. BOX 2360
 HONOLULU, HAWAII 96804

DEPARTMENT OF EDUCATION-HAWAII
 STATE AND DISTRICT EDUCATIONAL OFFICERS
 EVALUATION REPORT
 FORM 753

Reference: HRS
 School Code Regulation

Name _____ Position _____

Office _____ Evaluation Period _____ to _____

Evaluated By _____ Position _____

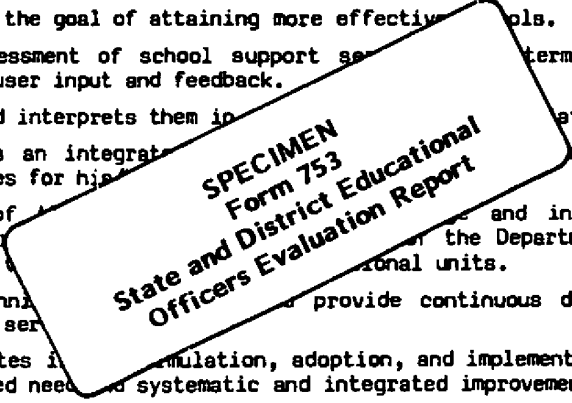
- Objectives:**
1. To assess leadership performance.
 2. To improve leadership performance.
 3. To rate leadership performance.

- Rating Scale:**
- 5 = Excellent
 - 4 = More Than Satisfactory
 - 3 = Satisfactory
 - 2 = Marginal
 - 1 = Unsatisfactory

Directions: Rate educational officer's performance by using rating scale and filling in [] with rating.

A. DEMONSTRATES PERSONAL AND PROFESSIONAL COMMITMENT TO JOB PERFORMANCE IMPROVEMENT []

1. Makes decisions based on the goal of attaining more effective _____ plb.
2. Conducts systematic assessment of school support services to determine effectiveness and to identify needs based on user input and feedback.
3. Analyzes derived data and interprets them in _____ state support.
4. Develops and articulates an integrated _____ attainment of state/district level goals and objectives for his _____
5. Performs requirements of _____ and in support of objectives, directions, policies, strategies, and pertinent efforts of its _____ the Department of Education and the _____ personal units.
6. Conducts long-range planning _____ provide continuous delivery of effective and efficient school support services _____
7. Constructively participates in _____ formulation, adoption, and implementation of policy decisions consistent with determined needs and systematic and integrated improvement planning.
8. Pursues personal improvement based on candid and honest self assessment activities to strengthen own professional performance.



B. PROVIDES ACHIEVEMENT ORIENTED AND SUPPORTIVE LEADERSHIP WITHIN THE DEPARTMENT AND ITS UNITS []

1. Obtains widespread support and organizational commitment to the central mission of the department and to the delivery of district/state level support services to maximize the accomplishment of that mission.
2. Integrates and provides district/state level support services to maximize assistance to schools to provide the best possible education to students.
3. Exemplifies professional productive behavior - generates feelings of trust, enthusiasm, rapport, and teamwork among all constituents.
4. Systematically informs users and decision-makers of programs and activities to enlist their cooperation and support and/or effective use.
5. Establishes open supportive, aspiring relationships to ensure high morale within the department.
6. Motivates and challenges people to higher levels of performance by clear statement of goals, focused direction, realistic standards, specific results, and assurance of support.
7. Works toward team building; fosters team concept by being an effective team member and leader by addressing issues, listening, modifying, and adjusting in light of new and valid information.
8. Is task oriented; assumes personal responsibility to get the job done; applies initiative and persists in obtaining the best results.
9. Exhibits and practices good working habits and extends the common courtesies of the position. (Honors appointments, maintain high standards of integrity, etc.)
10. Seeks, accepts, and performs new and different responsibilities to achieve results.

C. ESTABLISHES AND EXHIBITS A HIGH LEVEL OF PROFESSIONAL COMPETENCE AND CREDIBILITY AS A GENERAL EDUCATIONAL OFFICER AND AS A SPECIALIST IN THE AREA OF ASSIGNED RESPONSIBILITY []

1. Seeks and applies current research based improvement strategies to enhance the delivery of competent state/district level support services and improvement of teaching/learning.
2. Keeps currently informed of breadth and scope of professional knowledge within the area of specialty as well as in other educational areas.
3. Keeps currently informed of professional knowledge and skills in the general area of Educational Administration.
4. Translates pursuit of educational excellence in terms of specific programmatic decisions and actions and develops programs for effective implementation.
5. Utilizes effective management strategies to involve affected people in problem-solving and decision-making.
6. Exemplifies professionalism by being creative and being a risk-taker borne by confidence in one's knowledge of the specialty area and of education.
7. Serves as a role model for effective and competent performance within the school system.
8. Acknowledges, supports, encourages genuine and valued school level accomplishments.

D. PROVIDES FULL SCOPE OF STAFF ADMINISTRATIVE SERVICES []

1. Follows efficient fiscal and budgeting practices to attain maximum use of available monies, facilities, and people resources.
2. Attends to all required administrative functions of planning, organizing, supervising, and fostering of effective staff and community relations.
3. Communicates effectively with staff, employees, policymakers, and members of the community.
4. Complies with applicable statutes, federal laws, regulations, procedures, contract provisions, and the like.
5. Responds to general and specific needs of schools.

COMMENTS

Supervisor:

Educational Officer:

ANNUAL RATING OF OVERALL PROFESSIONAL LEADERSHIP PERFORMANCE []

DESCRIPTION:

DEMONSTRATES PERSONAL AND PROFESSIONAL LEADERSHIP TRAITS WHICH RESULT IN IMPROVEMENT OF SCHOOLS, STUDENT ACHIEVEMENT, AND THE EDUCATIONAL SYSTEM.

(Educational officer's signature does not necessarily indicate concurrence but merely that s/he is aware of evaluation.)

Signature of Educational Officer _____

Date _____

Signature of Supervisor _____

Date _____



STATE OF HAWAII
DEPARTMENT OF PERSONNEL SERVICES

SUGGESTION FORM

DISCUSS: Discussion with your supervisor is encouraged.
COMPLETE: Complete all blank spaces except "Suggestion No."
SIGN: Be sure to sign your suggestion form
ADD: Use additional sheets for drawings or pictures when necessary. Attach separate sheet for co-suggester's Personal Data.
SUBMIT: Suggestion may be submitted through your supervisor or Department's Incentive and Service Awards Committee

Name of Suggester () Co-Suggester ()		Position title	Suggestion NO.
Department		Division	Branch
I believe this suggestion will () Save Money () Simplify Work () Save Time () Improve Methods () Save Material () Improve Safety () Other _____		CONTRIBUTOR'S CLAIM WAIVER (for suggestions and invention ideas only): I understand that the acceptance of any cash award for this method, idea or device by the government of the State of Hawaii or any of its political subdivisions shall not form the basis of a further claim of any nature upon the State of Hawaii or any of its political subdivisions by me, my heirs or assigns. Date _____ Signature of Suggester _____	

SUBJECT OF CONTRIBUTION

In the space below describe the suggestion completely. Tell what the present practice is, change or improvement suggested, where and how it can be used, and estimated tangible savings and/or intangible benefits which could result from its adoption. Please type or use black ink.

SPECIMEN
Form DPS 515 ISAP-2
Suggestion Form

Total labor and material savings per year. \$ _____	Suggestion has implementation values () In this department Where _____ () Other State departments Where _____
Patent investigation recommended. () Yes () No	
Suggestion is within employee's normal job expectancy or part of assigned duties. () Yes () No	
I recommend approval but do not have the organizational authority for implementation. ()	
Date _____ Supervisor _____	

() Tangible () Intangible	Date implemented _____	_____	_____
Reviewed by Supervisor	Reviewed by InSP Committee	Reviewed by Department Head	
Date _____ Signature _____	Date _____ Signature _____	Date _____ Signature _____	



STATE OF HAWAII
 DEPARTMENT OF EDUCATION
 OFFICE OF PERSONNEL SERVICES
 P.O. BOX 2360
 HONOLULU, HAWAII 96804

FORM 101
TEACHER REQUEST FOR ASSIGNMENT
FOR SCHOOL YEAR 1986-87

Name _____

INSTRUCTIONS:

Tenured teachers must complete either Part I or Part II of this form.

Tenured teachers may also, on a voluntary basis, elect to complete Part III of this form.

PART I. TENURED TEACHERS REQUESTING REAPPOINTMENT

I am a tenured teacher. I request that I be reappointed for the 1986-87 school year.

Date _____ Teacher's Signature _____

This is to officially notify you that your request for reappointment for the 1986-87 school year is approved.

Date _____ Principal's Signature _____

PART II. TENURED TEACHERS WHO ARE NOT REQUESTING REAPPOINTMENT

I request the following for the 1986-87 school year (check all that apply and fill in where appropriate blocks.)

LEAVE OF ABSENCE

Leave of absence without pay

Extended leave of absence

Leave of absence with pay

Sabbatical. APPROVED

SPECIMEN
Form 101
Teacher Request for
Assignment for School Year _____

(Attach Form 190 in four copies.)

APPROVED ; PENDING

RETIREMENT. Effective date _____ (Attach Form 190 in four copies.)

RESIGNATION. Effective date _____ (Attach Form 190 in four copies.)

OPPORTUNITY TO PARTICIPATE IN PERMANENT AND/OR TEMPORARY EXCHANGE PROGRAM.
 (Principal will provide teachers with appropriate instructions.)

TRANSFER TO ANOTHER SCHOOL. (See Transfer Instructions.)

OPPORTUNITY TO PARTICIPATE IN RISK TRANSFER LEAVE OF ABSENCE PROGRAM
 (Principal will provide teachers with appropriate instructions.)

Date _____ Teacher's Signature _____

PART III. ANOTHER SUBJECT/GRADE LEVEL QUALIFIED FOR

If there is a vacancy at this school in another subject/grade level for which I am qualified, I would like to be considered for such a position. A copy of my Form 101b (Form 101b may be obtained from your supervisor) has been completed and submitted to my supervisor.

Subject/Grade Level _____

Date _____ Teacher's Signature _____

As Principal of this school, I am aware of your interest to teach in the aforementioned subject/grade level. I have received your Form 101b.

Date _____ Principal's Signature _____



STATE OF HAWAII
 DEPARTMENT OF EDUCATION
 OFFICE OF PERSONNEL SERVICES
 P. O. BOX 2360
 HONOLULU, HAWAII 96804

TEACHER'S REQUEST FORM

Certification/Reclassification/Certificate Renewal/Update/
 Other

TO: OFFICE OF PERSONNEL SERVICES

FROM: _____
 Name of Teacher

 Social Security Number

 School and District

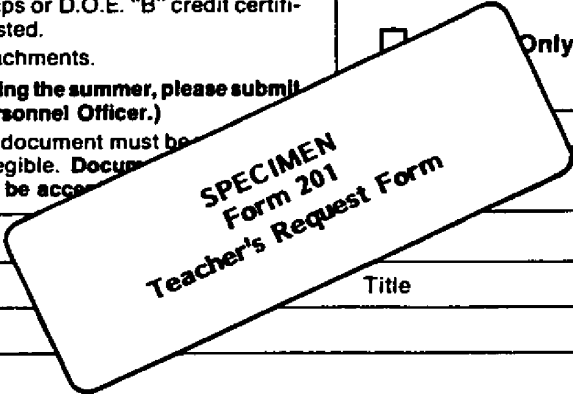
INSTRUCTIONS:

1. Check the appropriate box. Add details as needed.
2. List credits which were not previously recorded by the Department.
3. Attach official transcripts, grade slips or D.O.E. "B" credit certificates necessary to verify credits listed.
4. Submit original Form 201 with attachments.
5. Principal's signature required. (During the summer, please submit this form through your District Personnel Officer.)

NOTE: Any copy made of an original document must be the principal and must be entirely legible. Documents altered (cutting, writing, etc.) will not be accepted.

TEACHER'S REQUEST FOR:

- Reclassification**
 From Class _____ to Class _____
- Certification**
 State-Approved Program **ONLY**
 Area(s) _____
- Renewal of Provisional Basic/Professional Certificate**
- Basic/Professional Certificate**
 Completed 2 years of satisfactory D.O.E. service with provisional certificate **ONLY**
- Only**



UNIVERSITY CREDITS

Session or Date Completed	Course No.	Title	Semester Credits

D.O.E. "B" CREDITS

Date Completed	Title	Credits

Teacher's Signature _____ Date _____

Principal's Signature _____ Date _____

TEMPORARY TEACHER APPOINTMENT AGREEMENT

To insure that you are properly informed of the conditions encompassing the acceptance of this offer of employment, we ask that you review the following information pertaining to a "Temporary Appointment" carefully:

1. The duration of your appointment is not to exceed the period stated on your contract (Form 133A).
2. Your contract may be terminated without a hearing at any time prior to the contract expiration under the following circumstances:
 - a. Early return of the incumbent employee to which the position is obligated.
 - b. Termination of the position.
 - c. Placement of a tenured or probationary employee who is staff reduced from another position
3. This is a temporary appointment with no commitment for reemployment.
4. As an employee under a temporary appointment, you do not accrue probationary service credit.
5. Employee benefits (except as noted in number four above) are similar to those given to employees with probation or tenure appointments in accordance with Regulation 5114 of the School Code, Personnel Series and other appropriate state laws and regulations (i.e., compensation, sick leave, vacation, retirement, health fund benefits, service awards, etc.). Please remember, however, that eligibility requirements must be met in accordance with the terms and conditions of specific benefit programs.

If you are willing to accept this offer of employment, please sign the white copy and return it to the Office of Personnel Services. The canary copy is to be retained by you for your information and file.



STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF PERSONNEL SERVICES
P.O. BOX 2360
HONOLULU, HAWAII 96804

TERMINATION NOTICE TO TEMPORARY TEACHER

Miss
Mrs.
Ms.
Mr.

_____ Name

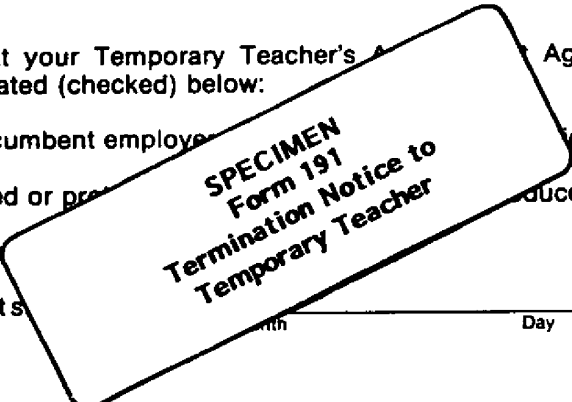
_____ Social Security Number

_____ Street

_____ City State Zip Code

I regret to inform you that your Temporary Teacher's Agreement will be terminated because of the reason indicated (checked) below:

- Early return of the incumbent employee _____ gated.
- Placement of a tenured or pro _____ duced from another position.
- Termination of position _____



Your last day on employment is _____ with _____ Day _____ Year

We hope that we may be able to employ you again in the future. Thank you for your services. Please notify our Recruitment Office of your availability for other teaching positions.

Principal's Signature Date

for the Department of Education by authority of
Procedure #5102a of the School Code.

Instructions:

Principal completes, signs, and distributes form following procedure #5102a of the School Code. Whenever possible, please keep employee informed of his/her status to provide the maximum possible notice before necessary contract termination.

Distribution:

- WHITE and GREEN to Office of Personnel Services.
- PINK to District Office.
- CANARY to School Files.
- BLUE to Employee.



STATE OF HAWAII
 DEPARTMENT OF EDUCATION
 OFFICE OF PERSONNEL SERVICES
 P.O. BOX 2360
 HONOLULU, HAWAII 96804

VACANCY REPORT FORM

(Please print or type and insure that information is clear on all copies.)

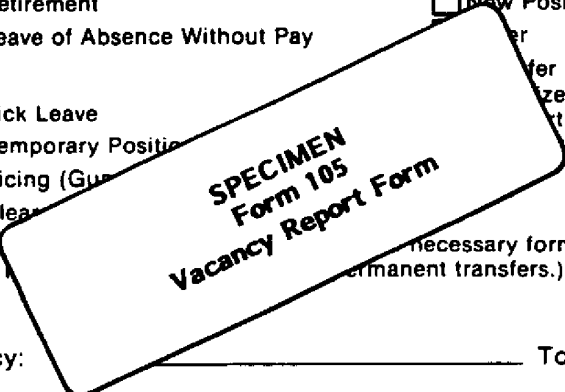
SECTION I. POSITION INFORMATION

1. District _____ 3. Position Number _____
 2. School _____ 4. Line No. _____
 5. School's Address _____
 6. Grade and/or Subject _____
 7. Other Skills/Responsibilities _____

8. Name of Incumbent _____
Last First Initial

9. Reason for Vacancy: Resignation Sick Leave
 Retirement New Position
 Leave of Absence Without Pay

10. Type of Vacancy: Sick Leave Teacher Transfer Program Announcement
 Temporary Position Create this block only for the purpose of
 Vicing (Guaranteed) Filling aforementioned vacancy for
 Clearing Filling via Teacher Transfer Program.)
 Other (Specify necessary forms of leaves, permanent transfers.)



11. Expected Duration of Vacancy: _____ To _____

SECTION II. PRINCIPAL REQUESTING APPROVAL ACTION

I hereby request approval to fill the above-described position. Documents verifying the cause of the vacancy are attached; will follow.

Principal's Signature _____ Date _____

SECTION III. DISTRICT SUPERINTENDENT APPROVAL

Check One: Approved Disapproved

District Superintendent's Signature _____ Date _____

Comments: _____

ROUTING:

1. Principal submits all copies to District Superintendent.
2. District Superintendent, after **approval** action, distributes as follows:
 White—Office of Personnel Services; Canary—Principal; Pink—District Office.
3. District Superintendent, after **disapproval** action, returns all copies to Principal.