

# **Instructor Policies**

December 2015



# **Contents**

Executive Summary	iii
Background	iii
Purpose	iii
Applicability	iii
Instructor Certification Process	1
Selection and Qualification	1
Certification	1
Certification Sustainment	3
Exemptions/Exceptions	3
Instructor Code of Conduct	4
Foreword	4
Respect Your Status as a Professional Instructor	4
Respect the Course Materials, Format and Activities	5
Respect the Perspectives and Diverse Experiences of Participants	5
Safety	5
Sexual Harassment	6
Drug-Free Workplace	6
Violence Prevention	6
Instructor Selection and Assignment Process	6
Selection of Instructors for Assignment	6
NDPTC Assignment Process	6
Instructor Responsibilities	6
Instructor's Role – During Assignments/Course Deliveries	6
Staying "Current"	7
Coordination	8
Course Preparation	8
Course Delivery Process	9
Course Delivery Completion Process	9
Administrative Paperwork	10
NDPTC Equipment	10



Travel Policies and Processes	10
Contracted Instructor Specific Responsibilities	12
Violations of Instructor Policies	14
Grievance Process	14
Revisions to this Document	15
Adoption Date	15
Acknowledgement	16
Appendices	17
Appendix A: Sexual Harassment Policy	18
Appendix B: Drug-Free Workplace Policy	25
Appendix C: Violence Prevention Policy	33
Appendix D: Selection of Instructors for Assignment	38
Appendix E: Mentoring Responsibilities	39
Appendix F: NDPTC Assignment Process	40
Appendix G: Last minute course delivery/assignment cancellation	41
Appendix H: Teach back/Non compensated travel processing instructions	42
Appendix I: General Travel Parameters	43
Appendix J: Travel Policies	45
Appendix K: Invoice Submission Instructions	47



# **Executive Summary**

## **Background**

The National Disaster Preparedness Training Center (NDPTC) at the University of Hawai'i was established in 2007 under H.R. 1, implementing recommendations of the 9/11 Commission Act of 2007 as a member of the National Domestic Preparedness Consortium (NDPC). NDPTC's focus is primarily natural hazards. NDPTC's mission is to develop and deliver training and education in the areas of disaster preparedness, response, and recovery to governmental, private, tribal, and non-profit entities, and underrepresented/under-served communities. The NDPTC actively engages internally with FEMA and the University of Hawaii, as well as with external partners across the region to integrate the delivery of its trainings, products, and services.

## **Purpose**

The purpose of this document is to ensure that the NDPTC staff, all instructors, potential instructors and trainers of the NDPTC are made aware of the processes and requirements with respect to NDPTC instructors and trainers.

#### This document will:

- Establish guidelines for the certification of instructors and trainers for NDPTC
- Ensure that the recruitment and selection processes are consistent and identify the best qualified individuals
- Provide detailed Instructor Code of Conduct

National Disaster Preparedness Training Center (NDPTC)

- Establish Instructor Selection/Assignment process
- Establish Instructor Responsibilities
- Establish processes for course of action for policy violations and grievances.

## **Applicability**

The policies within this document apply to instructors, potential instructors and trainers for the NDPTC. This document will be a resource to instructors by outlining all relevant instructor policies and processes.

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Course Deliver	y Program Manager				

December 2015 iii | Page



## **Instructor Certification Process**

## **Selection and Qualification**

- 1) Application
  - a) Applicants must have attended the course for which s/he is applying to instruct and completed the course with a requisite passing score.
  - b) Applicant will submit a resume/curriculum vitae
  - Applicant (inclusive of current instructors interested in certification for other courses) are required to complete a course questionnaire for the course they are interested in becoming certified for, including provision of references
- 2) Review and Assessment of Qualifications
  - a) Upon receipt of an Applicant's resume, questionnaire responses and confirmation of successful completion of the course with the requisite passing score, the Applicant's resume and questionnaire responses will be reviewed.
  - b) Review will be based on the following criteria:
    - i) Education
      - (1) The minimum education requirement varies depending upon the course and subject matter
      - (2) Overall minimum education requirement is High School diploma or equivalent.
    - ii) Experience in relevant subject matter and adult training: At least 10 years combined adult training and subject matter experience.
      - (1) Direct experience in the relevant subject matter of the course
      - (2) Adult education and training experience
      - (3) DHS-designated disciplines and sub-categories
  - c) Technical Expertise
    - Function-specific (task-oriented) experience that encompasses the unique and/or specific knowledge, skills and abilities associated with a task as it relates to the course specifically
  - d) Special Qualifications
    - This includes unique and/or special experience relevant to the course and/or the mission of the Department of Homeland Security. Such experiences may include, but are not limited to, unique event experience and/or national prominence in an applicable field.
  - e) Minimum Requirements: Certifications, registrations and licenses as applicable
    - i) Required certificates:
      - (1) IS-100.b: Introduction to Incident Command System
      - (2) IS-700.a: National Incident Management System (NIMS) An Introduction
    - ii) Submit copy of certificates for instructor file

#### Certification

1) The certification process includes several steps following the completion of the course for which the potential instructor is attempting to become a certified instructor

December 2015 1 | Page



a) Virtual Teach Back

Virtual teach backs will be completed via videoconference to select NDPTC staff members to ensure basic presentation, engagement and organization skills as well as knowledge of the subject matter of the course.

b) In-Class Teach Back

In-class teach backs are performed in coordination and collaboration with a certified instructor or team of instructors during a course delivery. The certified instructor or instructor team provide feedback on the potential instructor's performance with respect to:

- (1) Professionalism including appearance, demeanor and credibility
- (2) Presentation Skills including communication, body language and use of training aids
- (3) Instructional Effectiveness including effectiveness techniques and questioning process
- (4) Practical Skills Training including techniques, participant interaction and safety (as applicable)
- c) Background/reference check
- d) Policy/Procedures: Review and sign NDPTC Instructor Policies for instructor file

#### 2) Mentoring

- a) All new instructors and instructors requiring corrective action through remediation will be mentored by a veteran instructor who has experience instructing that specific course.
   Mentoring is available for instructors who request the opportunity to work with an instructor with more knowledge and capability. This is request will be reviewed on a case by case basis.
- b) Mentor Selection process

Combination of the following:

- NDPTC and FEMA evaluation review: Instructor must be in the top 5% of their instructor ratings in course certified to be considered
- ii) Co-instructor evaluation review: Instructor must have positive co-instructor reviews in the course certified
- iii) NDPTC decision committee
  - (1) Instructor will demonstrate exceptional instructing and administrative skills
  - (2) Instructor does not require NDPTC follow up regarding administrative paperwork or follow through of course completion
  - (3) Instructor will agree to the responsibilities of a mentor

#### c) Responsibility

The role of the mentor is to guide, support, and coach both new instructors and instructors requiring corrective action. The mentor will assist a new instructor or instructors requiring corrective action during their first course delivery assigned for mentoring. The mentor will provide feedback to the instructor to support their growth, development and improvement for being a NDPTC instructor. Please see Appendix A for full policy information regarding Mentoring.

#### 3) Instructor Development

a) Instructors shall attend all NDPTC Instructor Webinars. An instructor who is unable to attend the "live" webinar may attend the webinar online (website will be given) to view the appropriate webinar and is required to report that they have completed the webinar.

December 2015 2 | Page



b) Instructors shall complete and participate in workshops as directed by NDPTC.

#### **Certification Sustainment**

- 1) Each certified instructor will be reevaluated at least once every two (2) years and as NDPTC deems necessary.
  - a) Reevaluations are to ensure that:
    - All instructors continue to meet the minimum instructor certification requirements for recertification and contract renewal
    - ii) All instructors continue to abide by the Code of Conduct as set forth in this document,
    - iii) Instructor performance is assessed and areas requiring improvement or demonstrating excellence are identified
  - b) Reevaluations will consist of a combination of:
    - i) In-class observation
    - ii) Review of course participant evaluations
    - iii) Co-instructor feedback
    - iv) Hosting agency feedback
  - c) The results of the reevaluation may be discussed with the instructor and documented in the instructor's records. The results will assist in determining the following:
    - i) Contract renewal
    - ii) Wage increase- shall be considered, but not limited to by a combination of the following:
      - (1) Instructors who receive majority positive comments on their participant evaluations
      - (2) Instructors who receive participant ratings higher than the course average
      - (3) Instructors who receive majority positive comments from their co-instructors
      - (4) Instructors who have a significant positive learning on their post test scores
    - iii) Mentoring- If deficiencies are identified, the instructor will be assisted and encouraged to remedy the problem whenever possible.
- 2) Instructors who have not taught a course in over one (1) year may undergo a supervised delivery with an impartial evaluator present.

## **Exemptions/Exceptions**

- 1) Grandfather Clause
  - Instructors hired before the date indicated in this document are exempt from the requirements of the Selection/Qualification and Certification phases.
- 2) Exemption Authority
  - a) Instructors may have unique and/or special experience relevant to an instructional assignment and/or the mission of the Department of Homeland Security. Such experiences may include, but are not limited to, unique event experience and/or national prominence in an applicable field.
  - Approval by a designated senior representative is required to excuse a new instructor from meeting certain selection and initial certification requirements and must be documented in the instructor's records.

December 2015 3 | Page



## **Instructor Code of Conduct**

NDPTC's Instructor Code of Conduct is provided initially to each instructor with contracting documentation and signed acknowledgement of review is kept on file with each instructor's file. The content of the Instructor Code of Conduct is repeated below for additional reference.

#### **Foreword**

As a training partner for the Federal Emergency Management Agency, U.S. Department of Homeland Security, the National Disaster Preparedness Training Center (NDPTC) develops and delivers training to members of communities, particularly their first responders, to increase community resilience and enable the community as a whole to function during and after natural disasters.

As course instructors, your performance is critical to the success of NDPTC's mission and the viability of our Nation's communities. You must efficiently and effectively convey the training course content to the course participants. You must conduct the course learning activities in a manner that engages all course participants, while being sensitive to the different perspectives and experiences of each participant. At all times you must exemplify the professionalism and impartiality befitting the importance of this endeavor.

Positive and professional conduct and interactions with student audiences and colleagues is essential for meeting minimal job performance expectations. In addition, understanding and compliance with the National Disaster Preparedness Training Center and University of Hawaii (UH) policies is an indispensable prerequisite for instructors. Therefore, the purpose of this document is to provide constructive and valuable guidance for meeting instructor obligations when representing NDPTC, UH, and the Department of Homeland Security.

This Instructor Code of Conduct sets forth NDPTC's ideals of course delivery to which all of its instructors should aspire. While there are many ideals that might be included in a code for instructors, we have chosen to organize our Code to reflect three facets of Respect:

- Respect for your profession as an instructor;
- Respect for the course material; and
- Respect for the course participants' perspective.

This Code of Conduct reflects the calling of your profession. In companion documents, we outline specific operational responsibilities for the instructors and suggest delivery best practices.

## **Respect Your Status as a Professional Instructor**

- 1) Dress Code:
  - a) During scheduled set up, business casual attire will be required.
  - b) NDPTC dress code consists of the NDPTC polo shirts worn with slacks or khaki pants and NDPTC issued name badge. If there is a required deviation from the standard dress code, a determination will be made and communicated to all instructors prior to the class. If the course requires other additional days of business dress, NDPTC will notify instructors.

December 2015 4 | Page



- c) When the NDPTC instructor uniform is worn, instructors are representing NDPTC and professional behavior is expected.
- 2) Make your best effort and refrain from interjecting personal comments or personal opinions, even if prefaced with the disclaimer "I am not speaking as a representative of NDPTC."
- 3) Treat fellow instructors in a respectful and courteous manner. Differences of opinion among instructors should be resolved professionally and away from class participants. Instructors should not interrupt the teaching instructor to interject information or to correct the instructor publicly unless invited to do so by the teaching instructor.
  - a) Activities in the back of the classroom should not be distracting to participants. Laptop usage (unless it supports class instruction), talking, newspaper reading, and other distracting activities in the classroom should be kept to a minimum and should be unobtrusive.
  - b) Cell phones should be on silent or turned off during class deliveries. Instructors should use classroom breaks to initiate calls. In critical cases, leave the room prior to answering or initiating calls. Cell phone usage includes texting.
- 4) Avoid political criticism of federal agencies, state and local agencies, and other governmental groups, associations, and organizations. An NDPTC class is not a forum for partisan advocacy.
- 5) For privacy reasons, lists of participants' names and contact numbers shall not be circulated by NDPTC instructors.

## Respect the Course Materials, Format and Activities

- 1) Refrain from using video clips or other instructional materials which are not part of the approved curriculum. The NDPTC course content has been carefully developed, vetted among subject matter reviewers, and ultimately certified by FEMA.
- 2) Use classroom time wisely. Time is a valuable resource. Start class on time, deliver the material in the modules, stay within the allotted time for modules and classroom breaks, and end on time.
- 3) Handle administrative materials seriously and submit the completed forms in a timely manner. Administrative materials are used to demonstrate NDPTC accountability and Instructor performance. Instructors must be fully prepared to teach the module in its entirety.

# Respect the Perspectives and Diverse Experiences of Participants

- Avoid statements concerning gender, ethnicity, religion, age, disability, socioeconomic status, and/or sexual orientation. NDPTC is affiliated with a public institution of higher education committed to nondiscrimination. Use of the funds it receives from the Department of Homeland Security is governed by all applicable Federal anti-discrimination policy.
- 2) Inappropriate language, comments, stories, and/or jokes may be offensive to some participants and is not permitted.
- 3) Consider carefully before injecting humor into discussions in the classroom or among the instructor team. What may seem funny to you, may offend others.
- 4) Respect the diversity of perspectives and experiences the participants bring to the classroom.

## **Safety**

1) Safety is the responsibility of everyone including all NDPTC employees and students.

December 2015 5 | Page



- 2) At the beginning of each class, the lead instructor must give a safety briefing to all instructors and students to include the following issues:
  - a) Emergency exits
  - b) Cautions relative to the course being taught

## **Sexual Harassment**

NDPTC instructors will abide by the University of Hawaii's Executive Policy on Sexual Harassment and Related Conduct while representing NDPTC. Please see Appendix B for full policy information.

## **Drug-Free Workplace**

NDPTC instructors will abide by the University of Hawaii's Policy Regarding Substance Abuse while representing NDPTC. Please see Appendix C for full policy information.

### **Violence Prevention**

NDPTC instructors will abide by the University of Hawaii's Executive Policy on Workplace Non-Violence while representing NDPTC. Please see Appendix D for full policy information.

## **Instructor Selection and Assignment Process**

## **Selection of Instructors for Assignment**

- 1) Instructor Availability
  - a) Feature: Our Availability Feature is located on our NDPTC website- ndptc.hawaii.edu under our INSTRUCTOR tab. To log in you need a NDPTC online profile (username and password)
  - b) Updating your availability: Instructors should constantly update their Availability Feature to input their interest and availability for scheduled course delivery offerings. NDPTC reviews the availability list for each delivery offering to make instructor selections. Please see Appendix E for full details on the Instructor Selection Process.

## **NDPTC Assignment Process**

If an instructor/teach back instructor is selected to instruct a course delivery offering they will receive an NDPTC Assignment for the course delivery/course delivery set. Please see Appendix F for full policy information.

# **Instructor Responsibilities**

## **Instructor's Role - During Assignments/Course Deliveries**

- 1) Expectations:
  - a) Ensure to be prompt and timely for all scheduled set up appointments and for all course delivery instruction.
  - b) Display professionalism at all times while on assignment.
  - c) Ensure that you are speaking clearly and at a good volume so that all participants are able to

December 2015 6 | Page



- follow the course/presentation
- d) Treat fellow instructors and all participants with respect.
- e) Encourage participants to learn and share their experiences.
- f) Always listen to participant thoughts, opinions, insights, and/or views.
- g) Have a basic knowledge about who the NDPTC is, what we do, what courses we offer and who NDPC is.
  - i) If promoting/marketing NDPTC and our available courses, please be sure to forward all inquiries, interests and requests to an NDPTC representative so that we are able to directly coordinate with the interested party.
  - ii) If the request is urgent, please direct them to our website or give them our contact information for immediate assistance.
- h) Be observant of co-instructor course instruction style and be open to sharing lessons learned and best practices.
- i) NDPTC Polo and name badge must be worn during course delivery. Please keep NDPTC uniform in professional appearance. Instructors are issued two NDPTC Polos and (varies based on NDPTC Assignment) one name badge. Loss and/or replacements may be subject to replacement fees.

## 2) Prohibitions:

- a) Do not oppose or argue with any participant.
- b) Do not express personal feelings towards a participants' thoughts, opinions, insights, and/or views.
- c) Do not Promote/Solicit/Present products, instruments, devices, services or materials
  - i) Instructors are prohibited from the promotion, solicitation, and presentation of any and all products, instruments, devices, services or materials that they have a direct or indirect proprietary interest in while instructing all NDPTC course deliveries.
  - ii) The only products, instruments, devices, services or materials that should be discussed are those approved by NDPTC and outlined in the course content, presentation and materials.
  - iii) Mention of products, instruments, devices, services or materials as examples to explain or enhance outlined content, lessons or materials is allowed as long as no solicitation is implied and/or intended and no discussion is initiated to persuade the decision of participants to select or purchase a specific product, instrument, device, service or material.
- 3) Do not make any promises to an interested hosting agency, organization, individual or group on NDPTC's behalf without first consulting NDPTC staff.

## Staying "Current"

- Course Material- Instructors are responsible to keep current with the most recent and up-todate course materials, presentation and activities. If an instructor is in need of an Instructors Guide, notify NDPTC and an electronic copy can be provided or upon request a hard copy can be mailed.
- 2) Subject Matter- Instructors are responsible to keep up-to-date on the subject matter and current on any course specific information. Instructor is encouraged to share any new information that is pertinent to the subject matter with NDPTC. NDPTC will forward to certified

December 2015 7 | Page



- instructors as deemed relevant and necessary.
- 3) NDPTC policies and procedures- Instructors are responsible to read and adhere to any and all policies, procedures, and parameters listed in this NDPTC Instructor Policies, contract agreement, and NDPTC Assignment and Instructor webinars.
- 4) Instructor Webinars- All instructors (contracted, teach back, and non-compensated) are responsible to know all information shared during the scheduled instructor webinars. Attendance to the webinars is preferred, but if an instructor is unable to attend the live webinar, notification to NDPTC must be forwarded. If unable to attend the live webinar, instructors are responsible to visit NDPTC YouTube Channel to view the recording of the webinar within a week of its posting.
- 5) NDPTC Instructor file- NDPTC must keep an instructor file for all certified instructors. All instructor files must be kept updated with the most up-to-date information. Instructors are responsible to forward up-to-date information to NDPTC for the following: best contact phone number, (if applicable) name change, email address, mailing address, resume/CV, photo, and biography.

#### Coordination

- 1) With co-instructors
  - a) Instructors are responsible to coordinate with all co-instructors/teach back instructors regarding the course delivery(s), distribution of sections, and (if applicable) travel arrangements. Modules distribution is to be discussed and agreed upon between all assigned instructors.
  - b) Consequence: Failure to comply with co-instructor in scheduling/coordinating will result in distribution of coordination hours to assigned co-instructor(s)
- 2) With hosting agency
  - All instructors assigned to a course delivery/course delivery set should decide on a single point of contact for each course delivery location to coordinate with the hosting agency point of contact. (This will allow for a central contact for communication regarding the course delivery offering.)
  - a) Scheduling a set up appointment the day prior to the course delivery is MANDATORY.
  - b) Exception: If any of the following exceptions apply, set up the morning of the course delivery should be coordinated.
    - i) Hosting agency preference is to schedule the set up at another time (notify NDPTC)
    - ii) Hosting agency/Point of Contact is not available
    - iii) If a course delivery is scheduled for a Monday and the hosting agency is not open the day prior (Sunday).
    - iv) If a course delivery is scheduled the day after a Holiday and the hosting agency closed for the Holiday (day prior to delivery).

## **Course Preparation**

- 1) Review course and research area/location
- 2) Research current events in the area/Understanding of course participant percentage/attendance (how to target the course)/ Local policies and plans of the area
- 3) Research how the course is applicable to the area the course is scheduled

December 2015 8 | Page



- 4) Update statistics that are listed in the course (if need be)
- 5) Review any relevant national doctrine.

## **Course Delivery Process**

- 1) Responsibilities:
  - a) Set up for course delivery by setting out participant handouts, connecting laptop and/or projector for presentation, ensuring that all necessary electronics work, ensure that the course presentation works and is correct and organizing necessary handouts and exercises
  - b) Arrive at the course delivery location 45 minutes prior to the course delivery start time
  - c) Ensure all participants sign in to the NDPTC provided course roster
  - d) Confirm all participants are registered for the course delivery and have completed the pre-test. Administer necessary registration forms and pre-tests to individuals that did not complete them prior to the course
  - e) Deliver course by following course agenda and maintaining all scheduled breaks
  - f) Administer and grade post tests to all participants
  - g) Re-test if necessary, only 1 re-test is allowed. Re-test to be graded at course delivery location.
    - (1) For any participants needing re-testing instructors are responsible to review the respective Enabled Learning Objective(s) (ELO) for each of the questions previously answered incorrectly.
    - (2) Issue test version B to participant to complete for re-test
  - h) Instructors are to confirm final post test score (pass/fail) and achievement of CEUs to participants
  - i) Administer course and participant evaluations to all participants
- 2) Expectations
  - a) Keep engaged and assist/support co-instructor(s) at all times during course delivery and after presentation is completed of assigned modules/sections.
  - b) (At the beginning of the course after reviewing the pre-test answers) Instructors are responsible to review with the participants what score is needed to pass the course and the possible CEU credits that are associated with a passing completion of that specific course, pursuant to the instructor hints listed in the Instructor Guide.
    - i) Passing course score: 70% or above
    - ii) Continuing Education Credits: On a course by course basis.

## **Course Delivery Completion Process**

- 1) Responsibilities
  - a) Collect and organize all administrative paperwork to ensure that all participants completed a registration form (online or hard copy) pre-test, and post test. And ensure that the number of evaluations matches the number of participants that completed the course.
  - b) Collect and organize all of the leftover course materials, handouts, and exercises
  - c) Disconnect and collect all NDPTC supplies/equipment used
  - d) Pack all administrative paperwork, leftover materials/handouts/exercises and all supplies/equipment neatly and organized for safe shipment back to the NDPTC offices.

December 2015 9 | Page



- e) Complete After Action Report (AAR) form included with course paperwork or online via NDPTC website through instructor profile (If more than one instructor assigned, complete AAR together).
- 2) Expectations
  - a) That all administrative paperwork is completed by each participant and is completed correctly
  - b) All administrative paperwork is organized and neat for shipment back to NDPTC
  - c) Each participant has completed registration, pre-test, post test and an evaluation
  - d) After Action Report is submitted to NDPTC after course delivery is completed

## **Administrative Paperwork**

- 1) Instructors are responsible for ensuring that all administrative paperwork is fully completed by each participant and that each form is completed legibly and correctly.
- 2) Each participant should have the following completed:
  - a) Registration form (online or hard copy)
  - b) Pre-test answer sheet (online or hard copy)
  - c) Post test answer sheet (hard copy. If Social Media- online or hard copy)
  - d) There should be a completed evaluation form for each attending participant in the course
  - e) Course specific evaluations and registration for applicable Continuing Education Units (CEUs)
- 3) Instructors are responsible for organizing the administrative paperwork and ensuring its safe return (along with the NDPTC materials/equipment/supplies) to the NDPTC offices

## **NDPTC Equipment**

While on assignment the instructors assigned to each course delivery are RESPONSIBLE for all NDPTC materials, supplies and equipment.

- 1) Shipping instructions
  - a) A folder will be included in the training materials marked "FedEx Labels," please affix these labels using the included FedEx pouches to the pelican case and box(es) containing administrative paperwork and extra materials.
  - b) Please then call FedEx to arrange a pickup (1-800-GoFedEx or 1-800-463-3339)
  - c) Please try to pack boxes neatly and in a way that maximizes the use of the box(es); you do not need to use all the labels provided if it is not necessary to do so.
- 2) Lost/Broken/Stolen items

Please contact NDPTC IMMEDIATELY regarding any lost, broken or stolen items.

#### **Travel Policies and Processes**

- 1) General Travel Parameters will be in accordance to the NDPTC Assignment and with the guidelines outlined in Appendix G. Please see Appendix G for additional information on travel parameters.
  - a) Airfare reservations must be made for economy class.
  - b) Hotel arrangements MUST be within the Federal Allowable Rate (FAR) or "government rate" in each respective location. (Lodging rate obtained must be equal to or less than the approved government rate.)

December 2015 10 | Page



- c) Meals and incidentals: Meals and Incidental (M&IE) rates will be applied to each day of travel (per 24 hours or fraction thereof).
- d) Ground transportation: Cost for ground transportation is reimbursable. Costs incurred for use of shuttles, buses, taxis/cabs or (if approved) rental car can be submitted for reimbursement with submission of necessary documentation (Contractors- copies of receipts upon invoicing/ Non-Compensated instructors- original copies of receipts upon completion of assignment).
- e) Personal/other business travel: If you are requesting to travel outside the dates outlined in the assignment and/or include personal/other business travel during an assignment, please contact NDPTC PRIOR to the travel for review and final decision. A Business Itinerary outlining only the approved assignment travel dates with no personal/other business time included will be required. If one is not submitted, the airfare cost will be distributed between the total assignment travel dates and total personal travel days. Please refer to NDPTC Assignment for additional guidance or contact NDPTC directly.
- 2) Travel policies will be in accordance to the NDPTC Assignment and with the guidelines outlined in Appendix H. Please see Appendix H for additional information on the travel policies.
- 3) Last minute course delivery/assignment cancellation
  - a) Airline cost hold
    - i) Process
      - (1) If a course delivery/assignment is cancelled and the flight itinerary for the travel needs to be cancelled, the traveler/instructor is responsible for the following:
        - (a) Contact the airlines directly (as soon as the course/assignment cancellation notification is received)
        - (b) Traveler/Instructor must ask the airlines for the fare of the itinerary to be placed "on hold" for future use within one year from the issue date. (This process is called something different at each airlines.)
          - (i) Completing this process will allow the traveler/instructor to utilize the itinerary cost amount for a future assignment.
          - (ii) If this process is not completed, NDPTC is not able to fund/reimburse for the cost paid for the itinerary.
    - ii) Fees
      - Reimbursable fees- NDPTC is able to reimburse for any change/cancellation fees that are associated with placing the un-used fare "on hold" for future use with the submission of necessary documentation outlining the original flight itinerary and the cancellation process (placing the itinerary "on hold").
      - (1) If there are fees incurred at the time of cancellation, NDPTC is able to reimburse for the fees incurred, with submission of an invoice and necessary documentation.
      - (2) If the fees are not incurred until the un-used fare is used, NDPTC will be able to reimburse for the fees incurred at that later time with submission of an invoice and necessary documentation.
    - iii) Course cancellation information will be sent via email to the instructor and in accordance to the NDPTC Instructor Policies and Appendix I. Please see Appendix I for additional information regarding assignment cancellation.

December 2015 11 | Page



4) Teach back/Non compensated travel processing instructions. Please see Appendix J for full policy information.

## **Contracted Instructor Specific Responsibilities**

- 1) Instructor Wage Scale
  - a) Wage calculation based on the following:
    - i) Work experience
    - ii) Training experience
    - iii) Education
    - iv) Specialized experience
  - b) Wage increase: hourly wages can be reassessed during reevaluation time to determine if instructors qualify for an increase based on their performance. (Please see: C. Certification Sustainment)
    - i) Review evaluations
      - (1) Participant evaluation
        - (a) Receive participant ratings higher than course average
        - (b) Positive comments on NDPTC and FEMA evaluation
      - (2) Co-instructor evaluation
        - (a) Positive feedback on instruction of course delivery
        - (b) Positive feedback on administrative follow through
    - ii) Test score report
      - There is a significant positive change in teaching effectiveness as noted by the average difference of the pre-test from the post-test score.
    - iii) Updated CV/resume, if necessary
- 2) Contracting Process
  - a) Successful completion of our instructor certification process
  - b) Review of the contracting opportunity and Sample contract
  - c) Submissions of any comments OR of approval to proceed with contract development
  - d) Development of contract agreement (send to instructor)
  - e) Signature of the contract agreement sets and Submission of the signed contract agreements
    - (1) Print 2 copies of contract agreement and signed NDPTC Instructor Policies Acknowledgement page
    - (2) Sign each signature page
      - (a) Contract agreement:
        - (i) Page 5- Please sign in the CONSULTANT section
        - (ii) Page 6 (Debarment Form)- Please answer all questions listed in the left hand column by checking the appropriate boxes AND complete the signature section
      - (b) Instructor code of conduct: Page 3
    - (3) Submit 2 FULL originally signed sets of the contract agreement and signed NDPTC Instructor Policies Acknowledgement page to the PICHTR offices:

PICHTR

1440 Kapiolani Blvd., Suite 1225

Honolulu, HI 96816

- f) Contract agreement execution
- 3) Preparation/Setup and Instruction hours
  - a) 8 hours set up, coordination and breakdown hours are paid for EACH unique course delivery (Distribution of hours may vary by course):

December 2015 12 | Page



- (1) 1 hours: Set up
- (2) 1 hour: Coordination with co-instructor(s) and hosting agencies
- (3) 5 hours: Course Preparation
  - (a) Review course and research area/location
  - (b) Research current events in the area/Understanding of course participant percentage/attendance (how to target the course)/ Local policies and plans of the area
  - (c) Research how the course is applicable to the area the course is scheduled
  - (d) Update statistics that are listed in the course (if need be)
  - (e) Review any relevant national doctrine
- (4) 1 hours: Breakdown and shipping
  - (a) That all administrative paperwork is complete by each participant and completed correctly
  - (b) All administrative paperwork is organized and neat for shipment back to NDPTC
- b) Unique course delivery=Unique/new course and/or delivery location.
  - (1) If multiple offerings of the same course are to be held at the same location, NDPTC will only compensate the certified instructors assigned to instruct those offerings 1 payment of the Preparation and Set up hours.
  - (2) If there are multiple locations in a course delivery set, the certified instructors assigned to instruct those offerings will be compensated for Preparation and Set up hours for each of the course delivery offering locations.
  - (3) If multiple courses are scheduled at the same course delivery location AND a certified instructor is certified and assigned to teach 2 or more of the courses scheduled; that certified instructor will be compensated Preparation and Set up hours for each course they are scheduled to instruct at that 1 location.
- c) Instruction hours
  - (1) 2 day course deliveries are paid at- 16 hours
  - (2) 1.5 day course deliveries are paid at- 12 hours
  - (3) 8 hour course deliveries are paid at-8 hours
  - (4) 4 hour course deliveries are paid at- 4 hours
- 4) Invoicing Process
  - a) Instructors are to create an itemized invoice upon completion of an assignment.
  - b) Invoices are to be submitted to PICHTR within 10 days after the last course delivery is completed. No later than 60 calendar days after the last course delivery date of the assignment.
  - c) If invoices are not submitted by the 60 day deadline, NDPTC will not be able to select you for upcoming assignments until all invoices that are due are submitted.
    - (1) Invoice submissions are to be in hard copy and sent via postal mail for official processing. No payment can be released if there is no receipt of a hard copy submission of the invoice.
    - (2) Initial processing: Instructors can submit an electronic copy of all invoice documents for INITIAL processing by sending the electronic copies via email to Jennifer Truong (with PICHTR- jenniferl.truong@pichtr.org). (PICHTR will still need the hard copy submission of the invoice for official processing)

December 2015 13 | Page



d) Invoice Submissions should be forwarded to:

**PICHTR** 

ATTN: Accounts Payable 1440 Kapiolani Blvd., Suite 1225 Honolulu, HI 96814

- e) Invoice Submission Instructions. Please see Appendix K for full policy information.
- 5) Co-instructor Assessments/Evaluations
  - a) Completed by co-instructors for a teach back instructor to provide overview of the teach back instruction.
  - b) Instructor Evaluations are reviewed by NDPTC to assist in determining the eligibility of an instructor for a particular class
    - (1) Instructor Evaluation ratings
      - (a) All ratings of 1 and 3 are to be justified with notes outlining why those rating were used. This allows for NDPTC to gather a more comprehensive view of the instructor's style, presentation, presence and any shortcomings.
      - (b) All evaluations that include all one rating number and no notes or comments will be considered invalid by NDPTC as the evaluation will not depict any insight into the teach back instructors performance.
    - (2) Comments
      - (a) All instructors completing an instructor evaluation should be honest in their evaluation and comments.
      - (b) The comments section should include notes of the teach back and reaction of the participants, thoughts regarding the teach back instructors capability for the specific course and audience and suggestions of any areas needing improvement or praise.
    - (3) Submission
      - (a) Evaluations should be fully completed and submitted to the Instructor Coordinator via email within a week of course delivery completion.
      - (b) All sections applicable to the teach back instructors presentation should be fully completed and all ratings should be calculated.

## Violations of Instructor Policies

- 1) Evaluations and After Action Reports are reviewed for every course and any reports of a violation will be investigated and appropriate action will be taken.
- 2) Violations will be addressed on a case by case basis. Failure to comply with the NDPTC Instructor Policies document may result in consequences ranging from re-education to termination

## **Grievance Process**

1) An instructor who has a grievance is required to submit that grievance in writing via email to the Instructor Coordinator. The grievance should outline the issue in as much detail as possible for NDPTC to review and make a final decision. NDPTC will respond to received grievance

December 2015 14 | Page



- within 15 working days.
- 2) If the matter is not resolved to the instructor's satisfaction they must set out their grounds of appeal in wiring within 10 working days of receipt of NDPTC response. NDPTC senior staff will consider the appeal and respond within 10 working days of his/her final decision.

## **Revisions to this Document**

NDPTC reserves the right to interpret, add, delete, or modify all provisions in this Instructor Policy Document as deemed necessary. Instructors will be notified of any revisions and updated information concerning changes in policy or procedures.

## **Adoption Date**

This policy was adopted on December 1, 2015 and will remain in effect until December 1, 2017 or until notice of revision is provided.

December 2015 15 | Page



## Acknowledgement

I hereby acknowledge that I have read and reviewed the NDPTC Instructor Policy Document. I understand and hereby agree to comply with all procedures and policies contained in this document and any subsequent revision.

I understand that NDPTC reserves the right to modify, suspend, change any or all of the plans, policies, and procedures in part at any time, with or without notice, solely and at its discretion. I understand that it is my responsibility to be familiar with and comply with all the policies and procedures outlined in this document.

I place my signature and name on this form, with the understanding that the original document will remain in my instructor file.

BY:		
Signature:	Title:	
Printed Name:	Date:	

December 2015 16 | P a g e



# **Appendices**

Appendix A: Sexual Harassment Policy

Appendix B: Drug-Free Workplace Policy

Appendix C: Violence Prevention Policy

Appendix D: Selection of Instructors for Assignment

Appendix E: Mentoring Responsibilities

Appendix F: NDPTC Assignment Process

Appendix G: Last minute course delivery/assignment cancellation

Appendix H: Teach back/Non compensated travel processing instructions

Appendix I: General Travel Parameters

Appendix J: Travel Policies

Appendix K: Invoice submission Instructions

December 2015 17 | Page



## **Appendix A: Sexual Harassment Policy**

Prepared by the Office of the President. This replaces El.203 dated April 2001.

UNIVERSITY OF HAWAI'I

EXECUTIVE POLICY - ADMINISTRATION

November 2005

P 1 of 7

#### E1.203 Policy on Sexual Harassment and Related Conduct

#### INTRODUCTION

This policy reflects the University of Hawai'i's systemwide commitment to eliminate sexual harassment. Sexual harassment is a form of sex discrimination. It is the policy of the University of Hawai'i that harassment based on sex is prohibited and will not be tolerated in any part of the University's programs, activities, or employment. Acts of sexual harassment undermine the trust and mutual respect essential to the mission and function of the academy.

State and federal laws protect University of Hawai'i employees, students, and applicants for employment or admission against discrimination. Sexual harassment constitutes illegal discrimination under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, as amended, and the Hawai'i State Fair Employment Practices Act, Chapter 378 HRS, as amended.

Furthermore, Section 1-5, Policy on Nondiscrimination and Affirmative Action, of the Board of Regents' Bylaws and Policies provides the administrative basis for complying with applicable federal and state statutes, rules, regulations, city and county ordinances, and provisions in the collective bargaining agreements governing nondiscrimination. Board Policy is implemented through Executive Policy El.202, Nondiscrimination and Affirmative Action, and this Executive Policy on sexual harassment.

In addition, sexual assault or any forcible physical sexual behavior is prohibited by each campus's sexual assault policy and may also be prosecuted as a criminal offense.

December 2015 18 | Page



E1.203 P 2 of 7

## II. OBJECTIVE

The purpose of Executive Policy E1.203 is to define the elements of sexual harassment, establish general guidelines for developing complaint procedures, and discuss the difference between sexual harassment and consensual relationships. Chancellors may establish specific procedures for handling complaints of discriminatory harassment, including sexual harassment; or they may use the existing discrimination complaint procedures contained in UH Systemwide Administrative Procedure A9.920. Chancellors are charged with the responsibility and authority to implement Executive Policy E1.203.

#### III. DEFINITIONS AND EXAMPLES

Sexual harassment can take many forms. Although sexual harassment often involves an abuse of authority or power, it can also occur between peers. For example, it can occur between students or coworkers. It is also possible for a student to harass a faculty member or employee. In addition, sexual harassment can involve persons of the same or opposite sex, and both men and women can be targets and/or perpetrators of sexual harassment.

There are two kinds of sexual harassment: quid pro quo and hostile environment.

- A. <u>Quid pro quo</u> sexual harassment is defined as sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature when submission to such conduct is either explicitly or implicitly
  - 1. a condition for advancement;
  - a factor in performance evaluation;
  - a condition for participation in University activities; or
  - a condition for receiving any other benefit given by the University.

Quid pro quo sexual harassment involves abuse of authority. Some examples include

- implied or direct promises of academic or work benefits, such as high grades, promotions, or letters of recommendation, in return for sexual favors;
- implied or direct threats of adverse decisions or evaluations, such as low grades, negative evaluations, or

December 2015 19 | Page



failure to hire or promote, should conduct of a sexual nature be rejected;

- adverse decisions or evaluations, such as negative evaluations, failure to hire or promote, low grades, or negative references, because conduct of a sexual nature has been rejected.
- B. Hostile environment sexual harassment is defined as sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature, when such conduct is unwelcome to the person to whom it is directed or to others directly aware of it, and when such conduct is
  - 1. severe or pervasive; and
  - 2. has the purpose or effect of either:
    - (a) unreasonably interfering with the employee's work performance or student's academic performance, or
    - (b) creating an intimidating, hostile, or offensive work or educational environment.

The conduct must be both objectively and subjectively perceived as offensive. That is, the reporting party must view the conduct as offensive, and a reasonable person with the same fundamental characteristics as the reporting party (e.g., age, race, gender) must also view the conduct as offensive.

Examples of behaviors that could constitute hostile environment sexual harassment include but are not limited to

- unnecessary and unwanted touching, patting, hugging, or brushing against a person's clothing or body;
- remarks of a sexual nature about a person's clothing or body;
- remarks about sexual activity or speculations about previous sexual experience;
- pressure for sexual activity, an element of which may be nonverbal conduct, such as repeated and unwanted staring or sexually suggestive gestures;
- display or distribution of sexually offensive literature, images, cartoons, or other audio-visual materials; or
- gratuitous introduction into instruction, discussion, or conversation of material of a sexual nature, such as sexually explicit anecdotes, questions, or jokes.

December 2015 20 | Page



P 4 of 7

This policy shall not limit the scholarly, educational, and/or artistic content of any written, oral, or other kind of presentation or inquiry that falls within justifiable academic standards covering course content and pedagogy. The University of Hawai'i is committed to academic freedom for all members of the academic community. Accordingly, academic freedom will be liberally construed but will not be used as a pretext for violation of this policy. When appropriate, faculty are advised to inform students that content and teaching strategies properly employed in higher education may be controversial and/or discomforting to some individuals.

## IV. POLICY ON RETALIATION

The University of Hawai'i System prohibits and will not tolerate retaliation. Retaliation is defined as adverse action or hostile treatment against any individual because he or she has engaged in any of the following activities

- sought advice or assistance about sexual harassment;
- reported sexual harassment;
- opposed sexual harassment or filed an informal or formal complaint; or
- assisted or participated in a sexual harassment complaint resolution process or investigation.

Adverse action or hostile treatment may include, for example, unfair evaluation, unfair assignment, direct or implied threats, coercion, or encouragement of others to retaliate.

Retaliation is a separate complaint and will be investigated accordingly.

The right of individuals to use lawful means to defend themselves against charges of sexual harassment is not abridged by this policy. Such a right and the prohibition against retaliation are not mutually exclusive.

## V. PROCEDURAL GUIDELINES ON SEXUAL HARASSMENT

Chancellors are directed to refer to the most current policy guidance on sexual or discriminatory harassment issued by the U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Education, Office for Civil Rights (OCR). These policies can be obtained from the EEO/AA coordinators on each campus.

December 2015 21 | Page



E1.203

- A. Program. To carry out the University's commitment, Chancellors are hereby charged with the responsibility and authority to develop a program to implement this policy on sexual harassment. Preventive and corrective action should include
  - development and implementation of educational programs to prevent harassment;
  - wide dissemination of the University's policy prohibiting sexual harassment, including a documented receipt of a copy of the University's policy against sexual harassment by each new employee;
  - procedures for responding to complaints of sexual harassment;
  - 4. implementation of appropriate remedies; and
  - 5. imposition of appropriate corrective actions.
- B. Complaint Procedures. Complaint procedures must comply with the principles of due process. The procedures shall also comply with the guidelines in UH Systemwide Administrative Procedure A9.920, Discrimination Complaint Procedures for Employees, Students, and Applicants for Employment or Admission. These guidelines include, but are not limited to, the following requirements:
  - appointment of complaint intake officers for each campus whose names, phone numbers, and office locations are wellpublicised;
  - informal as well as formal procedures;
  - appointment of impartial investigators;
  - description of each step in the process;
  - time frames for processing complaints and rendering decisions;
  - notification of findings to both parties;
  - specification of administrators who have authority and responsibility to effect remedies and disciplinary actions;
  - 8. an appeals process:
  - provisions for confidentiality and appropriate disclosure;
  - 10. the statement of non-retaliation policy in Section IV.
- C. Remedies. The University of Hawai'i strives for an environment in which the dignity of all members of the institutional community is respected. Therefore, the University will implement remedies for persons whose rights have been violated by sexual harassment.

Remedies shall be reasonably devised to correct the harmful effects caused by sexual harassment. Remedies for employees may

December 2015 22 | Page



P 6 of 7

include, for example, letters of apology, back pay, and reinstatement. Remedies for students may include, for example, letters of apology, review of grades, and tuition refunds.

- D. Corrective Actions. For students and excluded employees, the University will impose disciplinary actions against any individual found to have violated this policy. Disciplinary actions shall be reasonably calculated to
  - 1. be commensurate with the seriousness of the offense;
  - stop the harassment;
  - 3. ensure the harassment will not recur; and
  - assure a workplace and educational environment free from sexual harassment.

For included employees, the responsible administrator will follow the collective bargaining agreement provisions related to disciplinary actions.

To maintain consistency, Chancellors will consult with the systemwide Office of Human Resources prior to imposing employee disciplinary actions. Disciplinary actions against students should be consistent with each institution's student conduct code.

E. Monitoring. In accordance with UH Systemwide Administrative Procedure A9.910, Reporting Procedure for Employment Discrimination Complaints, each Chancellor or designee shall maintain an annual (calendar year) log or report on sexual harassment complaints. The Office of the President may periodically request reports from or audit the efforts of Chancellors to prevent and correct sexual harassment.

Annual reports, with personally identifying references removed, shall be widely distributed or posted on an internet site for each campus. These reports shall describe the facts and disposition of all cases investigated and any remedies and disciplinary actions applied.

## VI. CONSENSUAL RELATIONSHIPS

Consensual relationships, by definition, do not constitute sexual harassment. However, such relationships can and have led to charges of sexual harassment. Furthermore, romantic and/or sexual relationships, that appear to be consensual and might be appropriate in other circumstances, are inappropriate when they

December 2015 23 | Page



occur between teachers or other employees of the University and individuals they teach, evaluate, or supervise.

Consensual relationships are never within the course and scope of an employee's employment.

Even when both parties to a consensual relationship appear to have consented, a power differential can raise serious concerns about the validity of the consent. Furthermore, these relationships can undermine trust and create an appearance of favoritism and unfair treatment of others.

In the event of charges of sexual harassment based on a consensual relationship between teachers or other employees of the University and individuals they teach, evaluate, or supervise, the validity of consent may be called into question.

A faculty member or other employee of the University who enters or has entered into a romantic and/or sexual relationship with a subordinate (or with someone who is likely to become a subordinate) should make arrangements with a supervisor that will ensure all present and future instructional, supervisory, and evaluative obligations will be competently and objectively handled by someone else. The reasons for making alternative arrangements do not need to be disclosed.

A person who ends a consensual relationship should notify a University official of unwelcome conduct of a sexual nature as soon as possible, using the complaint procedure. To assist the University in taking immediate corrective and remedial action, the University must be notified.

## VII. NOTIFICATION OF POLICY VIOLATIONS

All University administrators are required, and other members of the University community are strongly encouraged, by this policy, to notify the appropriate Chancellor, EEO/AA officer, or designated sexual harassment contact person when they are notified of or otherwise become aware of conduct that may constitute sexual harassment.

December 2015 24 | Page



## **Appendix B: Drug-Free Workplace Policy**



Office of the President

# OFFICIAL NOTICE TO FACULTY, STAFF AND STUDENTS REGARDING SUBSTANCE ABUSE IN UNIVERSITY CAMPUS COMMUNITIES AND WORKSITES

October 1, 2011

This official notice is issued pursuant to the requirements of the Federal Drug-Free Schools and Communities Act of 1989 and the Drug-Free Workplace Act of 1988.

#### A. UNIVERSITY POLICIES ON ILLEGAL DRUGS AND ALCOHOL

In conformance with the existing law, University faculty, staff and students are not permitted to manufacture, distribute, possess, use, dispense or be under the influence of illegal drugs and/ or alcohol as prohibited by state and federal law at University-sponsored or approved events or on University property or in buildings used by the University for education, research or recreational programs. Consistent with its mission, the University will cooperate with law enforcement agencies responsible for enforcing laws related to the use of illegal drugs and alcohol. Students found in violation of this part shall be subject to the provisions of the student conduct code. Faculty and staff found in violation of this part are subject to disciplinary action as provided in collective bargaining agreements, University policy, and other applicable state laws and rules.

#### Additional Requirements for Employees Engaged on Federal Contracts and Grants

The Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D) requires that University employees directly engaged in the performance of work on a federal contract or grant shall abide by this policy as a condition of employment and shall notify the University within five days if they are convicted of any criminal drug statute violation occurring in the workplace or while on University business. The University is required to notify the federal contracting or granting agency within ten days of receiving notice of such conviction and to take appropriate corrective action or to require the employee to participate satisfactorily in an approved drug abuse assistance or rehabilitation program.

#### B. UNIVERSITY POLICY ON SUBSTANCE ABUSE

The institution recognizes that substance abuse is a complex problem that is not easily resolved solely by personal effort and may require professional assistance and/or treatment. Students, faculty and staff members with substance abuse problems are encouraged to take advantage of available diagnostic, referral, counseling and prevention services. The University will not excuse misconduct by employees and students whose judgment is impaired due to substance abuse.

#### C. THE UH SYSTEMWIDE STUDENT CONDUCT CODE

includes the following prohibitions:

"Use, possession, manufacturing, or distribution of marijuana, heroin, narcotics, or other controlled substances except as expressly permitted by law.

Public intoxication is expressly prohibited. Use, possession, manufacturing or distribution of alcoholic beverages by any person under twenty-one (21) years of age is expressly prohibited."

Sanctions which may be imposed on violators of the alcohol and drug-related sections of the UH Student Conduct Code

December 2015 25 | P a g e



include disciplinary warning, probation, suspension, expulsion or rescission of grades or degree. The UH Student Conduct Code may be found in UH Executive Policy, E7.208. Individual UH campuses have detailed procedures on the implementation of the Code.

#### D. LEGAL SANCTIONS

There are numerous federal, state, and local statutes and ordinances relating to the manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol. These statutes impose legal sanctions for both felony and misdemeanor convictions related to violations of applicable laws and ordinances. For federal trafficking penalties relating to marijuana and other drugs, refer to Appendix A.

#### HIGHLIGHTS OF HAWAI'I LAWS

Under the Hawai'i Penal Code, crimes are of three grades according to their seriousness: felonies, misdemeanors and petty misdemeanors.

Class A felony: fine not exceeding \$50,000 and/or an indeterminate term of imprisonment of 20 years without possibility of suspension of sentence or probation. Class B felony: fine not exceeding \$25,000 and/or imprisonment of not more than 10 years.

Class C felony: fine not exceeding \$10,000 and/or imprisonment of not more than syears.

Misdemeanor: fine not exceeding \$2,000 and/or imprisonment of not more than 1 year.

Petty misdemeanor: fine not exceeding \$1,000 and/or imprisonment of not more than 30 days.

§706-640,659,660,663, H.R.S.

- \* Promoting (possessing, distributing and manufacturing) drugs (including marijuana) and intoxicating compounds can result in a Class A, B or C felony, misdemeanor or petty misdemeanor. §712-1241-1250, H.R.S.
- \* Consuming or possessing intoxicating liquor while operating a motor vehicle or moped is fined not more than \$2,000 or imprisoned not more than 30 days, or both. §291-3.1, H.R.S.
- \* Consuming or possessing intoxicating liquor while a passenger in a motor vehicle is a petty misdemeanor. 8201-3.2. H.R.S.
- Conviction for an offense under section 200-81, 291-4, 291-4, 4, or 291-7 as those sections were in effect on December 31, 2001;

Conviction in any other state or federal jurisdiction for an offense that is comparable to operating or being in physical control of a vehicle while having either an unlawful alcohol concentration or an unlawful drug content in the blood or urine or while under the influence of an intoxicant; or

Adjudication of a minor for a lawviolation that, if committed by an adult, would constitute a violation of section 200-81, 291-4, 291-4, 291-4-5, or 291-7 as those sections were in effect on December 31, 2001; shall be counted as a prior offense for purposes of section 291E-41, 291E-61, or 291E-61-5.

Any conviction of an offense under section 291-4, 291-4-4, 291-4-5, or 291-7 as those sections were in effect on December 31, 2001, shall be counted for purposes of imposing sentence for a violation under section 291E-62. [L 2000, c189, pt of §23; am L 2003, c71, §2; am L 2004, c90, §4]§291E-4, H.R.S.

\* A person commits the offense of promoting intoxicating compounds if the person knowingly breathes, inhales or drinks any intoxicating compound or any other substance for the purpose of inducing a condition of intoxication, stupefaction, depression, giddiness, paralysis or irrational behavior; or sells, offers, delivers or gives to any person under eighteen years of age, unless upon written order of such person's parent or guardian, any intoxicating compound or any substance which will induce an intoxicated condition when the seller, offeror or deliverer knows or has reason to know that such compound is intended for use to induce such condition. This offense is a misdemeanor. §712-1250, H.R.S.

\* A person commits the offense of promoting intoxicating liquor to a person under the age of 21 if the person knowingly sells, offers, influences the sale, serves, delivers or gives a person under the age of 21 intoxicating liquor; or permits a person under the age of 21 to possess intoxicating liquorwhile on property under his control. This offense is a misdemeanor.

§712-1250.5, H.R.S.

# E. HEALTH RISKS ASSOCIATED WITH SUBSTANCE ABUSE

The University encourages faculty, staff and students to be aware of the health risks associated with substance abuse. In general, the health risks related to the abuse of alcohol and other drugs are both direct and indirect. The direct pharmacological effects of substances on the body influence every organ, particularly the brain, liver and cardiov ascular system. Death and injury from drug-related accidents, suicide and homicide are some of the indirect health effects.

It is estimated by the National Institute of Alcohol Abuse and Alcoholism that annually 200,000 people in the U.S. die from alcohol-related problems alone. Physical effects may be immediate and acute, as in drug overdose, or long-term and chronic, as in alcohol-related liver disease or neurological impairment. For health risks associated with controlled substances, refer to Appendix B.

## F. DRUG AND ALCOHOL COUNSELING, TREATMENT AND REHABILITATION PROGRAMS

The University of Hawai'i encourages faculty, staff and students to seek assistance in overcoming drug or alcohol abuse. Early recognition and treatment are important for successful rehabilitation. Students may contact their campus Dean of Students for assistance regarding counseling and treatment referral services. Faculty and staff may contact their supervisors for assistance and referral services. The State Department of Health has contracts with numerous private agencies to provide a range of counseling and treatment services. For a sample listing of assistance and treatment sewices, refer to Appendix C.

December 2015 26 | P a g e



Appendix A - Federal Trafficking Penalties 2011 Edition - Drugs of Abuse, Drug Enforcement Administration, U.S. Department of Justice

Appendix A - Federal Trafficking Penalties 2011 Edition - Drugs of Abuse, Drug Enforcement Administration, U.S. Department of Justice								
Schedule	Pe	nalty	Quantity DRUG		Quantity	Penalty		
	2 <sup>rd</sup> Offense	1 <sup>st</sup> Offense		DRUG	Quantity	1 <sup>st</sup> Offense	2 <sup>rd</sup> Offense	
	Not less than 10	Not less than 5	r 5-49 gms pure or 50-499 gms mixture	METHAMPHETAMINE	50 gms or more pure or 500 gms or more mixture	Not less than 10	Not less than 20 years and not	
	years and not more than life.	years and not more than 40 years.	100-999 gms mixture	HEROIN	1kg or more mixture	more than life.	more than life.	
1			500-4,999 gms mixture	COCAINE	5kgs or more mixture		If death or serious	
and	If death or serious	If death or serious	28-279 gms mixture	COCAINE BASE	280 gms or more mixture	serious injury, not less	injury, life imprisonment.	
II II	injury, life imprisonment.	injury, not less than 20 years or more than life.	10-99 gms pure or 100-999 gms mixture	PCP	100 gms or more pure or 1kg or more mixture			
	Fine of not more	Fine of mot more !	1-9 gms mixture	LSD	10 gms or more mixture	Fine of not more	Fine of not more than \$20 million if	
	than \$8 million if than \$5 million an individual, indiv	more reading.	40-399 gms mixture	FENTANYL	400 gms or more mixture	than \$10 million if an individual, \$50 million if not	an individual, \$75 million if not an individual.	
	\$50 million if not an individual.	\$25 million if not an individual.	10-99 gms mixture	FENTANYL ANALOGUE	100 gms or more mixture	Life Imp	rior Offenses:	
	Drug	Quantity		1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense			
	Others (and any drug product containing Gamma Hydroxybutyric Acid)	Any amount	than life.	s. ry, not less than 20 years, or more dividual, \$5 million if not an	Not more than 30 years If death or serious injury Fine \$2 million if an indi	i. y, not more than 15		
Ш	Others	Any amount	more than 15 years.	s. If death or serious injury, not 00,000 if an individual, \$2.5 million if	Not more than 20 years. If death or serious injury, not more than 30 yrs.  f Fine not more than \$1.5 million if an individual, \$5 million if not an individual.			
IV	Others/ Flunitrazepam	Any amount/ Less than 1 gm	Not more than 5 years Fine not more than \$2 not an individual.	50,000 if an individual, \$1 million if	Not more than 10 years. Fine not more than \$500,000 if an individual, \$2 million if not an individual.			
v	All	Any amount	Not more than 1 year. Fine not more than \$1 not an individual.	00,000 if an individual, \$250,000 if	Not more than 4 years.  Fine not more than \$200,000 if an individual, \$500,000 if not an individual.			

December 2015 27 | Page



Appendix A - Federal Trafficking Penalties (con't)

2011 Edition - Drugs of Abuse, Drug Enforcement Administration, U.S. Department of Justice

Schedule I Drug	Quantity	1st Offense	2nd Offense*
Marijuana	1,000 kg or more mixture; or 1,000 or more plants	-Not less than 10 years, not more than lifeIf death or serious injury, not less than 20 years, not more than lifeFine not more than \$4 million if an individual, \$10 million if other than an individual.	-Not less than 20 years, not more than life. -If death or serious injury, mandatory life. -Fine not more than \$8 million if an individual, \$20 million if other than an individual.
Marijuana	100 kg to 999 kg mixture; or 100 to 999 plants	-Not less than 5 years, not more than 40 yearsIf death or serious injury, not less than 20 years, not more than lifeFine not more than \$2 million if an individual, \$5 million if other than an individual.	-Not less than 10 years, not more than life. -If death or serious injury, mandatory life. -Fine not more than \$4 million if an individual, \$10 million if other than an individual.
Marijuana	More than 10 kg hashish; 50 to 99 kg mixture	-Not more than 20 years. -If death or serious injury, not less than 20 years, not more than life.	-Not more than 30 years. -If death or serious injury, mandatory life. -Fine \$2 million if an individual, \$10 million if other than
	More than 1 kg of hashish oil; 50 to 99 plants	-Fine \$1 million if an individual, \$5 million if other than an individual.	individual.
Marijuana	Less than 50 kg mixture; 1 to 49 plants	-Not more than 5 years. -Fine not more than \$250,000, \$1 million other than individual.	-Not more than 10 years. -Fine \$500,000 if an individual, \$2 million if other than
Hashish	10 kg or less		individual.
Hashish Oil	1 kg or less		

"The minimum sentence for a violation after two or more prior convictions for a felony drug offense have become final is a mandatory term of life imprisonment without release and a fine up to \$8 million if an individual and \$20 million if other than an individual.

Schedule I - The drug or other substance has a high potential for abuse. The drug or other substance has no currently accepted medical use in treatment in the United States.

Schedule II - The drug or other substance has a high potential for abuse. The drug or other substance has a currently accepted medical use in treatment in the United States or a currently accepted medical use with severe restrictions.

Schedule III - The drug or other substance has less potential for abuse than the drugs or other substances in Schedules I and II.

Schedule IV -The drug or other substance has a low potential for abuse relative to the drugs or other substances in Schedule III.

Schedule V - The drug or other substance has a low potential for abuse relative to the drugs or other substances in Schedule IV.

December 2015 28 | Page



Appendix B- Controlled Substances - Uses and Effect

Appendix B- Controlled Substances - Uses and Effect										
Drug CSA Sohe		Trade or Other Names	Medical Uses		Psychological Dependence	Tolerance	Usual Method of Administration	Possible Effects	Effects of Overdose	Withdrawal Syndrome
NARCOTICS										
Heroin	1	Big H, Black Tar, Chiva, Hell Dust, Negra	None in U.S.	High	High	Yes	Injected, Snorted, Smoked		Slow and shallow breathing, Blue lips & finger nalls, Clammy slin, Convulsions, Corns, Possible death	Watery eyes, Rurny nose, Yawning, Loss of appetts, Irribabilty, Tremon, Panic, Cramps, Nauses, Chills & sweating
Hydromorphone		Dilaudid, D. Dust, Football	Analgesic	High	High	Yes	Oral, Injected	]		
Methadone		Amidone, Chocolate Chip Cookle, Flzzies	Analgesio	Moderate	Moderate	Yes	Oral, Injected			
Morphine		MS-Contin, Rozanol, Oramorph SR, MSIR, Dreamer	Analgesic	High	High	Yes	Oral, Injected	Euphoris, Drowsiness, Respiratory		
Opium		Ah-pen-yen, Aunti, Big O	Analgesic	High	High	Yes	Oral, Smoked, Injected	depression, Constricted pupils, Nauses		
Oxycodone		Oxycodone wiAcetaminophen, OxyContin, Endocet, Percoden, Percocet, Roxicet, Hilbilly	Analgesic	High	High	Yes	Oral, Injected			
Other Narcotics	HV	Opiold, Opium, OxyContin, Vicodin, Codelne, Fentanyl	Analgesic, Antidiarheal, Antitussive	High-Low	High-Law	Yes	Oral, Smoked, Sniffed, Injected	]		
DEPRESSANTS										
GHB	1	Sodium Oxybate, Xyrem, Easy Lag, G, Georgia home Boy,	None	High	High	Yes	Onel	Slurred speech, Discrientation.	Shallow respiration, Clarmy skin, Dilabed pupits, Wesk & rapid pulse, Come, Possible death	Anxiety, Insomnia, Tremore, Delirium, Convulsions, Possible death
Berzodiszepines	N	Vallum, Xanex, Halcion, Ativan, Restoril, Rohypnol (Roofles, R-2), Klonopin	Antianxiety, Sedative, Anti- convulsant, Hypnotic, Muscle Relaxant	Moderate	Moderate	Yes	Oral, Injected	Drunken behavior without odor of alcohol, Impaired memory of events.		
Other Depressants	II, III, IV	Barbiturates, Butalbitel, phenobarbitel, Barbs, Downers	Antianxiety, Sedative, Hypnotic	Moderate	Moderate	Yes	Orel, Injected	interacts with alcohol		
STIMULANTS										
Cocaine		Coke, Flake, Snow, Crack, Coca, Stanca, Perico, Nieve, Soda	Local aresthetic	Possible	High	Yes	Snorted, Smoked, Injected	Increased sierthess, Excitation, Eughoris, Increased pulse rate & blood pressure, Inscornia, Loss of appetite	Agitation, increased body temperature, Hallucinations, Convulsions, Possible death	Apathy, Long periods of sleep, Irritability, Depression, Disorientation
Amphetamine/ Methamphetamine		Bennies, Black Beauties, Crack, Ice, Speed, Uppers, Batu, Chalk	Attention Deficit/Hyperactivity, Disorder, Narcolepsy, Sleeping Disorder	Possible	High	Yes	Oral, Injected, Smoked			
Khat	N	Abyssinian Tea, African Salad	None	Possible	High	Yes	Smoked, Oral			
Other Stimulants	II, III, IV	Addersil, Dezedrine, Concerts, Riblin, Didrex	Obesity, Narcolepsy, ADHD	Possible	Moderate	Yes	Oral, Smoked, Snorted, Injected			

December 2015 29 | Page



Trembling, Anxiety,

deficiency, Confusion,

Insomnia, Vitamin

Hellucinations,

Convulsions

Unknown

deficiency

Trembling, Anxiety, Insomnia, Vitamin

Suffocation, Loss of

Unknown and can be

Suffocation due to

Vomiting , Loss of

consciousness

dengerous

consciousness.

Possible death

Slurred speech,

Penic attacks,

Giddiness

Inability to coordinate

movement, Paranola,

Agitation, Insomnia, Initability, Dizziness.

Seizures, Panic

Slurred Speech,

movement

Inability to coordinate

ettecio

Trade or Physical Psychological Tolerance Usual Method Possible Effects of Withdrawal Dependence Dependence Effects Overdose Syndrome of **CSA Schedules** Other Names Uses **CANNABIS** Euphoria, Relaxed Occasional reports of Merijuane/Cennebis Pot, Gress, Sinsemille, Blunts, Mote, Fetigue, Parancia, inhibitions, Increased insomnia. None Unknown Moderate Yes Smoked, Oral Hyperactivity, Yerba, Grife, Hash, Hash oil appetite. Hashish & Hashish Oil Possible psychosis Disorientation Decreased appetite **HALLUCINOGENS** Increased body Heightened senses, temperature, Muscle sches, Oral, Snorted, Ecstacy/MDMA ı Adam, Beans, Clarity, Disco Biscuit None Moderate Moderate Yes Teeth grinding. Electrolyte Drowsiness, Smoked Dehydration imbalance, Cardiac Depression, Acne arrest (LSD) Langer, more None intense "trip" LSD Acid, Microdot, Sunshine, Boomers Unknown None None Yes Oral episodes Illusions & Cat Tranquilizer, Cat Vallum, Jet K, Low-Oral, Smoked, ш Anesthetic hallucinations. Ketamine High Yes Kit Ket. Special K. Moderate Injected, Snorted Altered perception of Unable to direct Drug seeking behavior time and distance movement, Feel pain Pallocybe mushrooms, Mescaline, "Not regulated or remember Peyote Cectus, Ayeheusce, DMT, None None Possible Oral Other Hallucinogens None Dextro-methorphan\* (DXM) **ANABOLIC STEROIDS** Mood swings, Testosterone, Nandrolone, Testosterone deficiency, Oral, Injected, Hostilty, impaired Unknown Steroids Unknown Yes Unknown Stanozolol, Arnolda, Juice, Rolda Breast cancer Topical judgment, Aggressio

High

None

None

None

High

No

No

No

No

Yes

Inhaled

Oral, Smoked,

Chewed, smoked

Injected

Oral

inhaled

Oral

Unknown

None

None

None

High

December 2015 30 | Page

None

None

None

None

Cough suppressent

Appendix B- Controlled Substances - Uses and Effect (con't)

Adhesives, Spray paint, Hair spray,

Glue, Dry cleaning fluid, Air

Blue silk, Cloud nine, Drone

CCC, DEX, Poor Man's PCP

Maria Pastora, Sally-D, Salvia

freshener, Butane

Beer, Wine, Liquor

**INHALANTS** 

Selvie Divinorum

Alcohol

Alcohol

DRUGS OF CONCERN

Bath Salts or Designer Cathingnes

Inhelents



#### Appendix C

Available Drug/Alcohol Information Counseling, Treatment, and Rehabilitation Programs

(The following is provided for information only, it is not a comprehensive listing of all available programs or an endorsement of and specific program)

#### O'AHU

Al-Anon

P.O. Box 3955 Honolulu, HI 96812 Ph: 546-5647 http://www.afghawail.org

Alcohol & Other Drug Education Program

University Health Services Mānoa

Queen Lil'uokalani Center for Student Services Room 313D 2600 Campus Rd Honolulu, HI 96822 Ph: 956-3453

http://www.hawaii.edu/shs/adep.html

Alcoholics Anonymous (AA)

Oahu - Central Office P.O. Box 2384 Honolulu, HI 96804 Ph: 946-1438 http://oahucentraloffice.com

Aloha United Way 211

200 N Vineyard Bivd, Suite 700 Honolulu, Hi 96817 Ph: 536-1951 http://www.auw.org/211

Hina Mauka

45-845 Po'okela St Käne'ohe, HI 96744 Ph: 236-2600 http://www.hinamauka.org Waipahu Outpatient Office

94-216 Farrington Hwy, #B2-306 Walpahu, HI 96797 Ph: 671-6900

http://www.hinamauka.org

Kahl Mohala Behavloral Health

91-2301 Old Fort Weaver Rd Ewa Beach, HI 96706 Ph: 671-8511 http://www.kahimohala.org

Kilne-Weish Behavioral Health Foundation

Sand Island Treatment Center 1240 Sand Island Prkwy Honolulu, HI 96819 Ph: 841-2319 (main line) http://www.sandisland.com

KO Aloha Ola Mau - formerly Drug Addiction Services of Hawai'l

1130 N Nimitz Hwy, Suite C-302 Honolulu, HI 96817 Ph: 538-0704 http://www.kualoha.org

Po'allani inc.

Intake Office 74 Kihapai Street Kallua, HI 96734 Ph: 262-2799 http://www.poallani.org

Queen's Medical Center Day Treatment Services

1374 Nu'u'anu Ave Honolulu, HI 96817 Ph: 691-4352 The Salvation Army

Addiction Treatment Services 3624 Waokanaka St Honolulu, HI 96817 Ph: 595-6371

http://www.salvationarmyhawall.org

Family Treatment Services 845 22nd Ave Honolulu, HI 96816

Ph: 732-2802

http://www.salvationarmyhawaii.org

Walanae Coast Comprehensive Health Center

Malama Recovery Services Substance Abuse Outpatient Program

89-188 Farrington Hwy Wal'anae, HI 96792 Ph: 668-2277

Hale Na'au Pono

86-226 Farrington Hwy Wal'anae, HI 96792 Ph: 696-4211

#### HAWAII

Al-Anon East Hawal'l

P.O. Box 11059 Hilo, HI 96721 Ph: 935-0971

Al-Anon West Hawal®

P.O. Box 57 Kallua-Kona, HI 96745 Ph: 935-0971

December 2015 31 | P a g e



Alcoholics Anonymous

P.O. Box 10275 HIIo. HI 96720 Ph: 961-6133

West Hawai'l Intergroup Office 74-5606 Pawai Place Kallua-Kona, HI 96745-5135 Ph: 326-1212

Big Island Substance Abuse Council

297 Walnuenue Ave HIIo, HI 96720 Ph: 935-4927

81-947 Halekii St Kealakekua, HI 96750 Ph: 322-3100

64-1040 Mamalahoa Hwy Kamuela, HI 96743 Ph: 887-2175

KO Aloha Ola Mau - formerly Drug Addiction Services of HI

900 Lellani St HIIo. HI 96720 Ph: 961-6822 Puna Ph: 982-9555 http://www.dashhawall.org

Lokahi Treatment Centers

400 Hualani St. Bidg 10 Suite 195B HIIo, HI 96720 Ph: 969-9292

45-3544 Mamane St Honokaa, HI 96727 Ph: 775-7707

Hiliside Plaza 76-6225 Kuakini Hwy, Suite B105 Kallua-Kona, HI 96740 Ph: 331-1175

Kohala Town Center 54-3886 Akoni Puli Hwy. Unit 6 Kapa'au, HI 96755

P.O. Box 24 Naalehu, HI 96772 Ph: 929-9496

Ph: 889-5099

P.O. Box 383401 Walkoloa HI, 96738 Ph: 883-0922

http://www.lokahitreatmentcenters.net

MAUI

AI-Anon

P.O. Box 1322 Walluku, HI 96793 Ph: 242-0296

Alcoholics Anonymous (AA)

70 Central Ave, Suite 1 Walluku, HI 96793 Ph: 244-9673 http://aamaul.org

Aloha House, Inc.

250 Walehu Beach Rd Walluku, HI 96793 Ph: 242-9733 http://www.aloha-house.org

Malama Family Recovery Center

1931 Baldwin Ave Pala, HI 96779 Ph: 877-7117

Maul Kokua Services Crisis Outreach & Help Lines

P.O. Box 1237 Walluku, HI 96793 Crisis Outreach Ph: 244-7405 Kökua Help Line Ph: 244-7407 ΙĀΝΔΊ

Aloha House Inc.

730 Läna'l Ave Lāna'i City, HI 96763 Ph: 565-9566

Maul Kokua Services Help Lines

Lana'l Help Line Ph: 800-887-7999

MOLOKAI

ΔI-Δnon

Moloka'l Outreach Ph: 213-5353

Ka Hale Pomalka'l, Inc.

P.O. Box 1895 Kaunakakal, HI 96748 Ph: 558-8480

http://www.kahalepomalkal.org

Maul Kokua Services Help Lines 553-3311 (V) (Molokal Help Line)

KAUAI

AJ-Anon

P.O. Box 2187 Kapa'a, HI 96746 Ph: 246-1116

Alcoholics Anonymous

P.O. Box 3606 LThu'e, HI 96766 Ph: 245-6677

Hina Mauka Treatment Services

2970 Kele St#104 LThu'e, HI 96766 Ph: 245-8883

December 2015 32 | Page



# **Appendix C: Violence Prevention Policy**

Prepared by the Office of the Senior Vice President for Administration. This replaces E9.210 dated June 2001.

UNIVERSITY OF HAWAI'I

EXECUTIVE POLICY - ADMINISTRATION March 2003

#### E9.210 WORKPLACE NON-VIOLENCE

#### I. Introduction

The University of Hawai'i is an institution which encourages the intellectual and personal growth of its students as scholars and citizens and recognizes the need to maintain a safe and secure environment for faculty and staff to fulfill the University of Hawai'i's mission of teaching, research and service. In order to maintain an environment where these goals can be achieved safely and equitably, the University promotes civility, respect and integrity among all members of its community.

Recognizing the increasing incidence of violence in the workplace, the State of Hawai'i implemented a Workplace Non-violence Policy to increase awareness and protect its employees and the public against violence. Similarly, the University believes that students, faculty, staff, and visitors to the campus must be able to learn and work in a safe environment.

### II. Policy

The University of Hawai'i has adopted a policy of prohibiting any work related or workplace violence against its students, faculty, staff, and visitors. Prohibited violent acts involve physical attack, property damage, as well as verbal statements that express or suggest the intent to cause physical or mental harm to another person. More specifically, violent behaviors include but are not limited to hitting, pushing and shoving; throwing or breaking objects; theft; shouting or yelling; threatening gestures or remarks; disruptive or hostile actions; abusive

December 2015 33 | Page



or belligerent language; sabotage of equipment; repetitive unwanted phone calls, notes or emails, etc.

All incidents must be reported and will be addressed immediately according to statutes, rules, collective bargaining agreements, or policies. Employees should report all incidents to their supervisors. The decision to report an incident will never be questioned and will always be supported by management. The supervisor is responsible for addressing the complaint immediately in accordance with statutes or University policies.

All administrators, faculty, staff, and students are responsible for maintaining a university campus environment that ensures that all members are treated with civility and respect to fulfill the University's missions and goals. The University fully supports the efforts of the State of Hawai'i and is committed to a workplace free of violence.

Weapons: The possession or use of lethal weapons on University premises is strictly prohibited, unless specifically authorised by the Senior Vice President/Chancellor. Lethal weapons include but are not limited to firearms, ammunition, spear guns, explosives, and dangerous substances. Any person found in violation may be subject to the provisions of state law, University policy, and the Student Conduct Code.

Retaliation against witnesses, victims, etc., is prohibited. This prohibition will be strictly enforces, and appropriate disciplinary action shall be subject to the appropriate collective bargaining agreement.

This Workplace Non-Violence Policy shall not be applicable to Employees in Bargaining Unit 01 who shall be subject to the Unit 01 Collective Bargaining Agreement in regards to workplace safety.

#### III. References

- A. Section 396-6, Hawai'i Revised Statutes
- B. Federal OSHA 29 U.S.C. 654(a)(1) Act
- C. State of Hawai'i Policy on Workplace Non-Violence
- D. Collective Bargaining Agreements

December 2015 34 | Page



#### E. Campus Student Conduct Codes

#### IV. Office of Human Resources

- A. Develop and maintain, in consultation with campus representatives and the Offices of Student Affairs, Legal Affairs, University Relations and Campus Security, the University's non-violence in the workplace policy and procedures.
- B. Assist in the provision and coordination of training and referrals to counseling services.
- C. Advise colleges/campuses regarding the Statewide and University policies on non-violence as it relates to labor relations, workers' compensation, etc.
- D. Receive quarterly reports summarizing the workplace violence incident reports for transmittal to the State Department of Human Resource Development. (Attachment 1)

The appropriate campus security programs shall be responsible for maintaining accurate incident reports.

#### V. Prevention

The process of preventing workplace violence involves:

- A. Careful screening of employees, beginning with responsible care at the time of hiring. The screening process should include a review of the applicant's work and educational history with start and end dates, reference and background checks, and ensuring that the applicant certifies to the accuracy and correctness of his/her application, etc.
- B. A training program which addresses violence and its various manifestations in the workplace. Employees, including administrators and supervisors, should receive training addressing both proactive and reactive measures to address workplace violence.
- C. Physical security of the facilities such as 1) building access, 2) lighting, 3) access to help

December 2015 35 | Page



systems, and 4) availability and quality of security personnel.

#### VI. Campus Crisis Management Team (CCMT)

- A. A senior executive for each campus shall establish a campus crisis management team for the respective campus or program to respond to incidents of workplace violence. In addition, the senior executive shall support the State of Hawai'i and University of Hawai'i policies prohibiting violence in the workplace and support and/or provide training on workplace nonviolence. Finally, the senior executive must promote awareness to enhance the student's, faculty and staff's individual responsibilities for the prevention of workplace violence.
- B. Membership on the CCMT should include those needed to provide immediate assistance to the campus in the event of a workplace violence incident:
  - 1. Senior Executive of the campus
  - 2. Human Resources representative
  - Legal Affairs
  - Student Affairs
  - Campus Security
  - University Relations

#### VII. Post-Incident Management

Once the incident has been brought to closure, post-incident management must occur. Good post-incident management can go far in assisting the involved unit and the institution as a whole to return to normalcy.

Such post-incident management may include post-trauma intervention which may require therapy (e.g., employee counseling), contact with the family or witnesses after the close of the incident, communication with the campus community, witness debriefing, assisting employees with insurance claims, follow-up counseling, dealing with the media, etc.

### VIII.Re-Establishment of Normality

After dealing with the post-incident management, the University will establish normality as soon as possible,

December 2015 36 | Page



including returning employees to work as soon as possible, making appropriate reassignments as soon as possible, providing continuing support for either individuals and their families, and providing information to bring closure to those directly involved as well as the University community as a whole.

December 2015 37 | Page



# **Appendix D: Selection of Instructors for Assignment**

- 1) Normal Process- Instructor Availability
  - a) Feature: Our Availability Feature is located on our NDPTC website- ndptc.hawaii.edu under our INSTRUCTOR tab. To log in you need a NDPTC online profile (username and password)
  - b) Updating your availability: Instructors should constantly update their Availability Feature to input their interest and availability for scheduled course delivery offerings. NDPTC reviews the availability list for each delivery offering to make instructor selections.
    - i) Instructor Selection Process:
      - (1) Review of the availability list for which instructors are available
      - (2) Cross referencing availability lists for any courses that are scheduled as a set to confirm those instructors that are available for all scheduled dates
      - (3) Reviewing the geographic location of the course delivery/course delivery set and which available instructors are near to that geographic location
      - (4) Reviewing the narrowed list of instructors that are available in the geographic location of the course delivery/course delivery set to rotate based on whom was used last/most recently.
- 2) NDPTC Exceptions
  - a) Requests from Hosting Agencies
  - b) NDPTC executive decision

December 2015 38 | Page



# **Appendix E: Mentoring Responsibilities**

- 1) Mentoring new instructors (newly certified)
  - a. Mentor will be a co-instructor at first delivery and follow up/evaluation delivery
  - b. Mentor will support and guide the instructor through the pre-delivery, course delivery, and post-course delivery responsibilities.
  - c. Mentor will provide feedback on instructor's performance on course delivery and administrative follow through
- 2) Mentoring instructors requiring remediation or those requesting mentorship
  - a. Mentor will be a co-instructor at the next NDPTC assigned delivery and follow up/evaluation delivery
  - b. Mentor will review with NDPTC regarding the item(s) instructor needs improvement and collaborate on a development plan for instructor
  - c. Mentor will provide feedback on instructor's performance on course delivery and administrative follow through
- 3) Follow-up with NDPTC
  - a. Mentor will follow-up with NDPTC within a week of the delivery date to review instructor's performance and feedback
  - b. Mentor and NDPTC will decide on next steps
    - i. NDPTC will gather feedback from both instructors regarding course delivery
    - ii. NDPTC will review NDPTC and FEMA participant evaluations regarding instructor's performance
    - iii. Based on both the mentor and participant evaluations, NDPTC will decide on next steps
    - iv. NDPTC will schedule instructor for follow up/evaluation delivery to confirm understanding of course delivery process and/or item(s) that required improvement.
- 4) Compensation
  - a. Total of four (4) hours compensation will be added to NDPTC Assignment
  - b. Complete details and responsibilities of assigned mentor will be outlined on NDPTC Assignment

December 2015 39 | P a g e



# **Appendix F: NDPTC Assignment Process**

1) Assignment process:

NDPTC forwards a NDPTC Assignment for the instructors to review so that the instructors can begin coordination with one another for the travel arrangements and course coordination and also with the Point of Contact(s) at the hosting agencies to coordinate for the course logistics.

- a) Teach back/Non-compensated instructors will receive the NDPTC Assignment from NDPTC directly and are to print, review and sign the NDPTC Assignment. Signed assignments are to be sent via email to NDPTC for NDPTC records and the instructor file.
- b) Contracted instructors follow a separate procedure- (as follows)
  - i) PICHTR will forward the OFFICIAL NDPTC Assignment via email for review and signature.
  - ii) Instructor is to print out the assignment, review and sign and then forward the signed assignment to Ms. Janel Pang (with PICHTR- janel.pang@pichtr.org) for execution of the assignment under the contract agreement.
  - iii) NDPTC Assignments should be submitted for execution prior to the course delivery date of the assignment.
  - iv) Without an executed NDPTC Assignment, NDPTC/PICHTR is unable to process any invoice or payment for a completed assignment.
- c) Any and all deviations, revisions, changes, and/or alterations to the NDPTC Assignment must be submitted to NDPTC prior to travel for review and final decision. Any expenses incurred for deviations that are not NDPTC approved are at risk of not being reimbursed.

December 2015 40 | Page



# Appendix G: Last minute course delivery/assignment cancellation

### 1) Reimbursement

- a) NDPTC/PICHTR are unable to reimburse any traveler/instructor for costs incurred that are not associated to a COMPLETED course delivery/assignment. If a course delivery/assignment is cancelled the course delivery/assignment is NOT considered completed. Due to this, NDPTC needs for the traveler/instructor to use the un-used fare that they placed "on hold" for a reassigned course delivery/assignment.
- b) Reimbursement will only be issued after the "on hold" airfare is used to purchase a new itinerary for a newly assigned course delivery/assignment AND the course delivery/assignment is COMPLETED and an invoiced for.
- c) If during the purchase of the new itinerary, for the newly assigned assignment, the cost of the new itinerary is greater than the amount of the "on hold" airfare amount, NDPTC is able to reimburse for the excess costs incurred. (The reimbursement of the excess costs will be at the same time as reimbursement for the original itinerary cost upon course delivery/ assignment completion and once an invoice submission is processed.)

### 2) Personal/Other business travel

- a) If a traveler/instructor is interested in using the "on hold" fare for personal/other business travel they are welcome to do so. But, if the "on hold" fare is used for personal/other business travel, NDPTC/PICHTR will not be able to fund/reimburse for the original itinerary cost (as the travel will not be for NDPTC/PICHTR business).
- b) Any change/cancellation fees incurred that are associated with the cancellation of the original itinerary (placing the fare "on hold") will still be reimbursable by NDPTC/PICHTR as the cancellation of the itinerary was due to the cancellation of an NDPTC course delivery/assignment. (Reimbursement will be issued with the submission of an invoice and necessary documentation.)

### 3) Other costs

- a) No pre-payments/deposits should be made for travel (with the exception of airfare) as listed in V. Instructor Responsibilities- 2. Travel Policies-a)
- b) If any pre-payments were made with no prior approval from NDPTC, notification regarding the costs incurred needs to be forwarded to NDPTC for review and final decision regarding eligibility for reimbursement.

### 4) Contracted instructors compensation:

- a) If a course delivery/assignment is cancelled last minute and an instructor is in transit to or has already arrived in the business area, compensation will be provided to contracted instructors.
- b) Compensation breakdown- 8 hours for set-up, coordination/preparation, and breakdown +2 hours for the course that was not completed.

December 2015 41 | P a g e



# Appendix H: Teach back/Non compensated travel processing instructions

- 1) Travel arrangements must be made within the travel parameters that are set in the NDPTC Assignment or Letter of Invitation from NDPTC
- 2) Initial travel documents are to be forwarded to NDPTC for processing of the Travel Request PRIOR to travel. Travel Request form will be created and forwarded for your review and signature.
  - a) Initial travel documents: Instructions regarding travel reimbursement will be sent directly from NDPTC
    - i) Flight itinerary- outlining the schedule of flights and the total cost
    - ii) Lodging confirmation (as issued from hotel)- outlining the dates of stay and the rate received per night (not to exceed the Government rate set in the assignment or invitation letter)
    - iii) If approved and applicable, rental car reservation- outlining the dates of rental and the estimated cost
  - b) While on travel, keep all business related receipts (except for food receipts).
  - c) Upon completion of travel, forward all original receipts to NDPTC in hard copy via postal mail to the NDPTC offices for processing of the Travel Completion/reimbursement. Travel Completion form will be created and forwarded to you for your review and signature.

December 2015 42 | Page



## **Appendix I: General Travel Parameters**

- 1) Airfare reservations must be made for economy class.
  - a) All itineraries need to be purchased as non-refundable fares on a domestic airline carrier using the minimum airfare with the most direct routing.
  - b) Tip for any airport services is considered an incidental cost and will not be reimbursed separately. The cost is built in to the Meals and Incidentals calculated for reimbursement.
- 2) Hotel arrangements MUST be within the Federal Allowable Rate (FAR) or "government rate" in each respective location. (Lodging rate obtained must be equal to or less than the approved government rate.)
  - a) Find the FAR for each location at: http://www.defensetravel.dod.mil/site/perdiemCalc.cfm.
  - b) Traveler/Instructor shall be reimbursed for ACTUAL lodging costs incurred up to the maximum lodging per diem rate for the location based on the per diem rate schedule of the GSA Federal Travel Directory. Lodging rate obtained must be equal to or less than the approved government rate.
  - c) Tip for any hotel services is considered an incidental cost and will not be reimbursed separately. The cost is built in to the Meals and Incidentals calculated for reimbursement.
- 3) Meals and incidentals: Meals and Incidental (M&IE) rates will be applied to each day of travel (per 24 hours or fraction thereof).
  - a) Rates applied will be the set government rate per each business location.
  - b) The government rate applied per day will be that of the approved business area in which you are located at 12:00 AM Midnight (typically the area where you are lodging).
- 4) Ground transportation: Cost for ground transportation is reimbursable. Costs incurred for use of shuttles, buses, taxis/cabs or (if approved) rental car can be submitted for reimbursement with submission of necessary documentation (Contractors- copies of receipts upon invoicing/ Non-Compensated instructors- original copies of receipts upon completion of assignment).
  - a) If traveler/instructor utilizes their Personal Vehicle (POV), mileage is reimbursable to/from your home or office to the course delivery location. Mileage reimbursement is calculated at the GSA mileage reimbursement rate per mile for the total number of miles traveled round trip. Please google/yahoo map the distance to be traveled. Please attach a copy of the map (with all details of destinations included)
    - i) If you are a contractor, include the map with the copies of receipts submitted during the invoicing process
    - ii) If you are a teach back instructor/NDPTC business traveler, include the map with the original receipts that you submit via postal mail to the NDPTC offices at the completion of the assignment
  - b) Only self-parking is approved and is reimbursable. Valet parking is reimbursable, ONLY IF self-parking is not an available option.
  - c) Tip for ground transportation services is reimbursable along with the cost of the ground transportation AS LONG as the amount provided as tip is reasonable.
  - d) Rental cars must be rented at economy class. No upgrades are reimbursable or approved, unless the upgrade is provided at no cost.

December 2015 43 | Page



- i) Rental car utilized during an assignment/NDPTC business must be shared between all travelers/instructors assigned to that specific assignment/NDPTC business. Any and all non-business locations/stops must be discussed and approved amongst all travelers/instructors.
- ii) The addition of ONE additional driver (co-instructor/NDPTC business colleague) for the rental car is approved during assignment/NDPTC business.
- iii) Addition of Loss Damage Waiver (LDW) OR Collision Damage Waiver (CDW) is MANDATORY.
- iv) NO other additional options or insurances are approved. Any additional options or insurances added will be the sole responsibility of the travel.
  - (1) Always confirm at the rental car counter what additions the rental car companies may be automatically including. Travelers are responsible for confirming the rental car agreement and ensuring that no unallowable costs are included.
  - (2) Travelers are allowed to include other options or insurances at their own cost. (Additional options and/or insurances added will NOT be reimbursed by NDPTC/PICHTR)
- 5) Personal/other business travel: If you are requesting to travel outside the dates outlined in the assignment and/or include personal/other business travel during an assignment, please contact NDPTC PRIOR to the travel for review and final decision. A Business Itinerary outlining only the approved assignment travel dates with no personal/other business time included will be required. If one is not submitted, the airfare cost will be distributed between the total assignment travel dates and total personal travel days. Please refer to NDPTC Assignment for additional guidance or contact NDPTC directly.

December 2015 44 | Page



## **Appendix J: Travel Policies**

- 1) NO PRE-PAYMENTS/DEPOSITS should be made for any travel related expenses prior to travel (except for airfare costs). Please ensure that all expenses (with the exception of airfare costs) are incurred at the time of acceptance of service or purchase of item/good. This policy is to protect the traveler and NDPTC/PICHTR so that if anything shall happen to delay or cancel the assignment necessary reimbursements can be made and/ or rectified. (Any extenuating circumstances should be brought to the attention of NDPTC prior to purchase or payment for review and final decision.)
- 2) Unsafe lodging location- If while on assignment the business area and/or the hotel selected makes you feel unsafe, please move immediately to an area and/or hotel where you are and feel safe.
  - a) Hotel selected must adhere to the Government rate set for the newly selected area (or the hotel rate must be equal to or less than the set Government rate).
  - b) Send email notification and explanation of situation (in as much detail as possible) to NDPTC immediately.
- 3) Driving POV vs. Flying: If instructor selects to drive to a course delivery assignment instead of flying the instructor is responsible to send a request to NDPTC for review and final decision prior to the course delivery assignment.
  - a) The total cost of mileage reimbursement for the course delivery assignment must be equal to or less than the sum of the following approved transportation costs:
    - i) Approved airfare cost (as listed in NDPTC Assignment)
    - ii) Approved rental car cost (as listed in NDPTC Assignment)
    - iii) Possible round trip mileage from home to local airport (to be researched and submitted)
    - iv) Possible airport parking for the duration of the assignment (to be researched and submitted)
  - b) If the actual calculated mileage reimbursement amount is greater than the sum of the approved transportation costs, NDPTC is only able to reimburse up to the sum of the approved transportation costs (with submission of all necessary documentation needed). The difference in cost will be the traveler/contractors responsibility.
  - c) If the actual calculated mileage reimbursement amount is less than the sum of the approved transportation costs, NDPTC will reimburse for the actual calculated mileage reimbursement amount.
  - d) Google/Yahoo map submission is mandatory for mileage reimbursement (showing details of destinations)
  - e) Lodging after delivery is completed: If your assignment lists one night of approved lodging prior to your return home you can select from one of the following options:
    - i) Lodge in the business location after the delivery to begin travel home the next day.
    - ii) Leave the business location after the delivery to begin travel home for lodging to be taken on the way home.
      - (1) If this option is selected, traveler/instructor must make arrangements prior to the travel.
      - (2) Hotel selected must adhere to the Government rate set for the selected area (or the hotel rate must be equal to or less than the set Government rate).

December 2015 45 | Page



- 4) Third party lodging websites- Travelers/contractors are not approved to use third party travel arrangement sites (Expedia, Travelocity, hotels.com, etc.) to book lodging.
  - a) NDPTC/PICHTR are only able to reimburse for costs that are associated with a completed course delivery assignment.
  - b) If for any reason the course and/or entire assignment is cancelled the lodging expenses incurred through the third party website will not be reimbursable. (If used, traveler assumes responsibility for the entire cost paid to the third party website.)
- 5) Approved lodging area- NDPTC approves for instructors to lodge within the county of the approved assignment location. Hotel selection and arrangements must be coordinated amongst all assigned instructors/teach back instructors.
- 6) Mileage map submission is mandatory if driving personal vehicle to a course delivery assignment.
  - a) If using the mileage map calculation for reimbursement- Map is to confirm the listed mileage
  - b) If using actual mileage reading (odometer) Map is to verify that the claimed mileage is comparable to the most direct routing.
- 7) Driving personal vehicle vs. rental car
  - a) If a NDPTC assignment is assigned where driving to the assignment is the listed as the best travel option, NDPTC approves for a rental car to be obtained if the distance to the assignment is 100+ miles from home/office.
    - i) This option is not mandatory. If an instructor would like to use their POV for the travel, they are able to do so. In this case, mileage calculation reimbursement will be utilized. Mileage reimbursement will be calculated at the GSA mileage reimbursement rate per mile for the total actual distance traveled associated to NDPTC business. (Mileage map submission outlining distance traveled is necessary for reimbursement.)
    - ii) If the option to obtain a rental car is selected and there are co-instructor(s) assigned to the assignment; the instructor whom obtained the rental car must coordinate with ALL instructors regarding the sharing of the rental car for the duration of the assignment. This coordination includes arranging and coordinating arrival/departure times and/or pick up and/or drop off.
  - b) If an instructor chooses to drive to an assignment instead of using air travel (as listed in an assignment), this policy does not directly apply. (Please see: Instructor Responsibilities, Travel Policies)

December 2015 46 | Page



# **Appendix K: Invoice Submission Instructions**

- 1) Itemized invoice (to include)
  - a. Full name
  - b. Contact information
  - c. Invoice date
  - d. Invoice number- Any series of numbers that you are able to use to recall a specific invoice
  - e. Contract number- Listed on your contract agreement
  - f. Date(s) and Location(s) of the course delivery offerings assigned in your assignment
  - g. Itemized expenses
  - h. Invoice TOTAL
  - i. Certification Statement:
- 2) CERTIFICATION: I certify that this invoice is correct and in accordance with the terms and conditions of the contract and federal rules and regulations and the costs included herein have been incurred, represent payments made by the Contractor except as otherwise authorized in the payment provisions of the contracts, properly reflect the work performed, and reimbursement has not and will not be received from any other Government or other source of funds.
  - a. Manual signature- in agreement to the certification statement
- 3) COPIES of all travel receipts (except for food as Meals and Incidentals is calculated for each day of the assignment (or fraction thereof).
- 4) Mileage reimbursement- A print out submission of a Mileage map (Google/Yahoo) is needed for all mileage reimbursement claims
  - a. If strictly using a Mileage map to determine the distance a print out of the map is needed for submission to verify the distance listed in the invoice.
  - b. If using actual mileage reading from your personal vehicle, a print out of a map is needed to verify the distance being claimed in the invoice is reasonable. (verifying that the mileage recorded is comparable to the distance outlined in the map to ensure that the route traveled is the most direct route)
- 5) A copy of a FULLY EXECUTED NDPTC Assignment (signed by both you and PICHTR)
- 6) Upon request, NDPTC can provide you with a Sample Invoice

December 2015 47 | Page