

HAWAII STATE DEPARTMENT OF EDUCATION  
PROCUREMENT AND CONTRACTS BRANCH

March 15, 2023

REQUEST FOR PROPOSALS

RFP D23-111

SEALED PROPOSALS

TO PROVIDE

NOHONA HAWAI'I EDUCATION AND HOSTING SITES

FOR THE HAWAI'I DEPARTMENT OF EDUCATION

**will be received through the State of Hawaii eProcurement System (HlePRO) at  
<https://hiepro.ehawaii.gov> until 4:30 p.m., Hawaii Standard Time (HST)**

on

**May 12, 2023**

or such later date as may be established by an addendum to this Request for Proposals (RFP)

Offerors interested in responding to this electronic solicitation must be registered on the HlePRO (<https://hiepro.ehawaii.gov>) in order to participate in this procurement. Registration is free. Once registered, Offerors can login to view and respond to the HlePRO solicitation.

Interested Offerors are invited to participate in a Pre-Proposal ZOOM Conference meeting on April 5, 2023. Attendance shall be voluntary but interested Offerors are encouraged to participate to gain an understanding of the breadth and scope of work involved under this RFP. See section 1.10 Pre-proposal Conference for further information.

Questions relating to this solicitation may be directed to Nicole Agena, Procurement and Contracts Support Specialist, at telephone (808) 675-0130, via facsimile (808) 675-0133, or via email at [nicole.agena@k12.hi.us](mailto:nicole.agena@k12.hi.us).

## 1. OVERVIEW OF PROCUREMENT PROCESS

### 1.1 RFP Organization

This RFP is organized as follows:

- Section 1. Overview of Procurement Process. Provides Offerors with a general overview of the RFP process.
- Section 2. Purpose and Overview. Provides Offerors with general information about the objectives of this project and RFP, and critical success factors.
- Section 3. Scope of Work and Requirements. Provides Offerors with a general description of the tasks to be performed, delineates Hawaii State Department of Education (STATE) and CONTRACTOR's responsibilities, stipulates Offeror qualifications, and defines deliverables.
- Section 4. Proposal. Describes the required format and content for the Offeror's submittal, and establishes requirements for the Price Proposal.
- Section 5. Proposal Evaluation. Describes how proposals will be evaluated by the STATE.
- Appendix A. Proposal Identification and Information Form
- Appendix B. Offeror Reference Form
- Appendix C. Summary Offer of Services and Pricing
- Appendix D. Contract Minimum and Special Conditions
- Appendix E. State's General Conditions
- Attachment A: Nā Hopena A`o (HĀ) framework
- Attachment B: 'Āina Aloha framework (A'A)
- Attachment C: Foundational and Administrative Framework for Kaiapuni Education (FAFKE)
- Exhibit 1: Sample Vendor List Order Form (VLOF)

### 1.2 Procurement Authority

This procurement is being conducted as a competitive sealed proposals procurement in accordance with the procedures set forth in §103D-303 of the Hawaii Revised Statutes (hereinafter "HRS") and Title 3, Subtitle 11, Chapter 122, Subchapter 6 of the Hawaii Administrative Rules (hereinafter "HAR"). The relevant provisions of §103D, HRS, and their associated HAR, are incorporated by reference and made a part of this RFP.

### 1.3 Issuing Office and Contact Person

The following person from the issuing office listed below is the sole point of contact for this RFP. Communication with any other contact person from the date of release of this RFP until the selection of the successful Offeror(s) without approval, may result in disqualification.

RFP Point of Contact: Nicole Agena  
Email: [nicole.agena@k12.hi.us](mailto:nicole.agena@k12.hi.us)  
Phone: (808) 675-0130  
Fax: (808) 675-0133

Issuing Office:  
Hawaii State Department of Education  
Procurement and Contracts Branch  
Waipahu Civic Center  
94-275 Mokuola Street, Room 200  
Waipahu, Hawaii 96797

## 1.4 Procurement Timetable

Except as noted, the following schedule represents the STATE's best estimate. All times indicated are Hawaii Standard Time (HST). If any component of this schedule is delayed, the rest of the schedule will likely be amended by the same number of days, however the STATE reserves the right to amend or revise the timetable without prior written notice when such revision or amendment is in the STATE's best interest.

<b>Activity</b>	<b>Estimated Dates</b>
Public Notice announcing Request for Proposals (RFP)	March 15, 2023
Pre-Proposal Conference	11:00 a.m., April 5, 2023
Deadline for submission of written questions	On or before 4:30 p.m., April 14, 2023
STATE's responses to written questions	on or about April 21, 2023
<b>Proposal Due Date/Time</b>  <b>Proposals will be received through the State of Hawaii eProcurement System (HlePRO) at <a href="https://hiepro.ehawaii.gov">https://hiepro.ehawaii.gov</a> until 4:30 p.m., Hawaii Standard Time (HST)</b>  <b>THERE ARE NO EXCEPTIONS TO THIS PROPOSAL DUE DATE UNLESS THE DATE IS AMENDED IN WRITING BY THE PROCUREMENT AND CONTRACTS BRANCH.</b>	4:30 p.m., May 12, 2023
Evaluation of Proposals	May 15 through May 26, 2023
Determination of Priority-Listed Offerors (if necessary)	To be determined, if necessary
Best and Final Offers (if necessary)	To be determined, if necessary
Contractor(s) Selected	June 2023
Contract Award	on or about June 2023
Contract Commencement Date/Notice to Proceed	July 2023

## 1.5 Cancellation of RFP; Rejection of Proposals

This RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the STATE.

## 1.6 Electronic Procurement

1.6.1 The STATE utilizes the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for contracts electronically. Offerors interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov>, select HlePRO Vendor Registration and then Vendor Registration Guide.

- 1.6.2 The STATE will use HlePRO to issue the RFP, receive Offers, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the STATE through HlePRO, including additions or changes with respect to the dates specified herein. The STATE shall not be responsible for any person's or entity's failure to do so for any reason. The STATE is not responsible for any delay or failure of any Offeror to receive any materials regarding this RFP on a timely basis.
- 1.6.3 As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. The mandatory fee (.75%) is applicable for sales calculated on a quarterly basis for the first year only. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC dba HIC Hawaii, the vendor administering HlePRO.
- 1.6.4 HlePRO Special Instructions. Offeror shall review all special instructions located in HlePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.
- 1.6.5 Payment to Hawaii Information Consortium, LLC dba NIC Hawaii. HlePRO is administered by Hawaii Information Consortium, LLC dba NIC Hawaii (NIC). NIC shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to NIC within thirty (30) days from receipt of invoice. NIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

Offerors are advised that they should not wait until the last minute to submit their proposal on HlePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

## **1.7 Required Review/Written Questions**

It is the Offeror's responsibility to carefully review this solicitation for defects and questionable or objectionable matter. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.

Comments concerning defects, discrepancies, omissions, questionable or objectionable matter, or questions related to this RFP must be made in writing to allow issuance of any necessary amendments to the RFP. It will also help prevent exposure of Offeror's proposal prepared in response to a defective or inaccurate solicitation upon which award could not be made.

Comments related to this solicitation shall be communicated in writing to the RFP contact person identified via fax or e-mail by the date and time established for submission of written questions to ensure an official response. The STATE will not respond to verbal or informal questions.

Such comments shall contain pertinent information to identify the prospective Offeror, its telephone number, e-mail address, the RFP number, as well as reference to the specific page, section, and/or paragraph as applicable.

The response to the prospective Offerors' written questions received by the scheduled date shall be compiled, shall omit reference to the source(s) of the questions, shall be issued as an addendum to the RFP, and shall become a part of the RFP. The STATE will publish the questions as they are submitted including any background information provided with the question. The STATE at its sole discretion may omit questions which may be combined or paraphrase questions and background content for clarity.

The STATE's responses shall be communicated in writing via addenda and will be posted on the HlePRO. The STATE is not responsible for delays or non-receipt of any communications by the prospective Offerors.

If an Offeror submits a question after the scheduled date, the STATE may answer the question but does not guarantee that the answer will be provided prior to the Proposal due date.

### **1.8 RFP Addenda**

The STATE reserves the right to amend this RFP at any time prior to the closing date, or for best and final offers. All addenda issued shall be incorporated into the resulting contract. Failure of any Offeror's receipt of any such addenda or interpretations shall not relieve the Offeror of any obligation under this solicitation. It is the responsibility of the prospective Offeror to monitor the HlePRO to obtain RFP addenda or other information relating to the RFP.

### **1.9 Notice of Intent to Offer (Letter of Intent)**

A notice of intent to submit a Proposal is NOT required.

### **1.10 Pre-Proposal Conference**

Interested Offerors are invited to participate in a Pre-Proposal ZOOM Conference meeting. Attendance shall be voluntary but interested Offerors are encouraged to participate to gain an understanding of the breadth and scope of work involved under this RFP. Official responses to questions and revisions to the original terms will be issued in writing as an addendum to this RFP.

Information on how to participate in a ZOOM conference meeting may be accessed here:

<https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

Pre-Proposal ZOOM Conference: April 5, 2023, at 11:00 A.M., Hawai'i Standard Time (HST)

Offerors may participate in the pre-proposal conference with the following information and pass code:

Join Zoom Meeting: <https://zoom.us/j/4265097105#success>

Meeting ID: 426 509 7105

Passcode: NohonaPPL

### **1.11 Deadline for Proposals**

Proposals shall be received through HlePRO. Proposals received after the deadline will not be accepted. Timely receipt of offers shall be evidenced by the date and time on HlePRO.

### **1.12 Proposal Opening**

Proposals shall not be opened publicly, but the register of proposals and Offerors' proposals shall be open to public inspection upon posting of the award.

### **1.13 Disqualification of Offers**

The STATE reserves the right to consider as acceptable only those proposals submitted in compliance with all the requirements set forth in this RFP and which demonstrate an understanding of the issues involved and the scope of work.

An Offeror shall be disqualified, and the Offeror's Proposal shall be rejected for any one or more of the following non-exclusive reasons as solely determined by the STATE:

1.13.1 Proposal received after specified deadline.

1.13.2 Proposals not received on HlePRO.

- 1.13.3 Proposal not properly completed as required herein or containing any unauthorized additions or deletions, defects including but not limited to irregularities of any kind which may make the Proposal incomplete, indefinite, or ambiguous as to its meaning (e.g. un-initialed erasures, prices which are obviously unbalanced).
- 1.13.4 A Proposal which is incomplete or conditional proposals including but not limited to a Proposal which includes any other set of terms and conditions, or any terms or conditions contradictory to those included in this RFP.
- 1.13.5 A Proposal signed by other than an authorized individual.
- 1.13.6 More than one Proposal from an individual, firm, corporation or joint venture under the same or different names (Offeror), whereby all proposals from the Offeror shall be rejected.
- 1.13.7 Evidence to the STATE's sole satisfaction of collusion among Offerors, lack of responsibility and cooperation to STATE requests during the RFP process or as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
- 1.13.8 Failure to possess proper licenses, facilities, equipment or sufficient experience to provide the proposed solution or to perform the work contemplated.
- 1.13.9 Evidence of any noncompliance with any applicable law or rule.

#### **1.14 Proposal Evaluation**

The STATE will conduct a comprehensive, fair, and impartial evaluation of the proposals it receives in response to this RFP. Refer to Section 5 of this RFP for specific requirements and details of the process.

#### **1.15 Proposal as Part of the Contract**

This RFP and part or all of the successful proposal may be incorporated into the contract.

#### **1.16 Additional Terms and Conditions**

The STATE reserves the right to add terms and conditions, if any. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

#### **1.17 Offer Acceptance Period**

The STATE's acceptance of a proposal, if any, will typically be made within ninety (90) calendar days after the opening of proposals. Prices quoted by the Offeror shall therefore remain firm for ninety (90) calendar days from the receipt of proposals.

#### **1.18 Vendor List Performance Period**

Formal written contracts will not be required for awards made in response to this solicitation. Successful Offeror(s) will receive "Notice of Award by Vendor List" letters to which will be attached the Vendor List indicating awarded Offerors. This method of award does not waive compliance with the Scope of Work, Special Conditions, and General Conditions, Form AG-008 (as revised).

##### **1.18.1 Vendor List**

A Hawaii State Department of Education Vendor List will be issued as a result of any awards made against this solicitation. This Vendor List will be made available to schools and offices for use throughout the contract period. The actual purchases will depend on the needs of the department and availability of funds; no guarantee to purchase any amount or exclusivity of agreement is made.

Schools and offices are not required to purchase from the contracted vendors. Schools and offices may determine purchases from this vendor list are not suited for the schools' and offices' purpose and may purchase these services from other sources, however, the usual procurement rules and procedures apply to such purchases.

No work shall be undertaken by the successful Offeror(s) prior to the commencement date specified on the agreement. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to the official starting date.

#### 1.18.2 Vendor List Period

Vendor List shall commence on upon execution (anticipated to be July 2023) and shall end on June 30, 2024.

#### 1.18.3 Vendor List Renewal

The Vendor list may be extended for not more than five (5) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original agreement or as negotiated between the STATE and the CONTRACTOR. Extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the Contract for each additional period.

#### 1.19 Vendor List Award

Award(s), if any, shall be made on a multiple-vendor basis to the responsible Offeror(s) with a minimum evaluation score as specified in RFP Section 5.2, Evaluation Criteria, and whose proposal the STATE deems most advantageous in accordance with the evaluation criteria specified.

#### 1.20 Responsibility of Offerors; Hawaii Compliance Express

The Offeror is advised that if awarded a contract under this RFP, offeror shall, upon award of contract, furnish proof of compliance with the requirements of HRS §103D-310 and HAR § 3-122-112 including:

- Chapter 237, General Excise Tax Law;
- Chapter 383, Hawaii Employment Security Law;
- Chapter 386, Workers' Compensation Law;
- Chapter 392, Temporary Disability Insurance;
- Chapter 393, Prepaid Health Care Act; and
- One of the following:
  1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
  2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

Offeror may demonstrate proof of compliance with the above-referenced requirements by submitting a *Certificate of Vendor Compliance* issued by the Hawaii Compliance Express (HCE) online system to the Hawaii State Department of Education, Procurement and Contracts Branch upon award of a contract. The HCE service allows vendors to register online through a simple wizard interface at <http://vendors.ehawaii.gov>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. CONTRACTORS that elect to use HCE services are required to pay an estimated annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

Due to the time required to obtain the HCE *Certificate of Vendor Compliance*, it is highly recommended that the interested Offeror begin the registration process immediately.

### **1.21 Failure to Execute Contract; Timely Submission of Certificates**

At time of contract award, the above *Certificate of Vendor Compliance* and any other documentation and certification shall be submitted to the Hawaii State Department of Education, Procurement and Contracts Branch as soon as possible or by the deadline established by STATE. If a valid certificate or compliant documentation is not submitted on a timely basis for award of a contract, award made to an Offeror otherwise responsible may be annulled.

Failure to execute a contract as required within ten (10) calendar days or such further time as the STATE may allow after the Awardee has received the contract for execution shall be just cause for the annulment of the award. STATE may award the contract to the next responsible Offeror or may call for other offers, whichever is deemed to be in the best interest of the STATE.

### **1.22 Notification of Award; Non-selected Offeror(s)**

Upon award to the successful Offeror(s), the STATE shall post publicly, a notice of award which may be viewed on the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>. Additionally, the STATE will provide notification of the award to any non-selected Offeror(s). The STATE is not responsible for delays or non-receipt of such notification. Failure of any Offeror to receive any such notification shall not relieve the Offeror of any obligations or requirements herein.

### **1.23 Debriefing**

The purpose of a debriefing is to inform the non-selected Offerors of the basis for the source selection decision and contract award. An Offeror(s) not selected for contract award shall submit a written request for a debriefing within three (3) working days after the posting of the contract award. The debriefing shall be held, to the maximum extent possible, within seven (7) working days after the posting of the award.

### **1.24 Protest**

Pursuant to §103D-701, HRS and §3-126, HAR, a protest of the solicitation must be submitted prior to the date set for receipt of offers, and a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract or within five (5) working days following a debriefing. The notice of award(s), if any, resulting from this solicitation shall be posted on the Hawaii Awards and Notices Data System (HANDS) website at <https://hands.ehawaii.gov/hands/awards>.

Any protest pursuant to §103D-701, HRS and §3-126, HAR shall be submitted in writing to the Hawaii State Department of Education's, Chief Procurement Officer, c/o Procurement and Contracts Branch at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

## **2. RFP PURPOSE AND OVERVIEW**

### **2.1. Purpose and Introduction**

The Hawai'i State Department of Education's (HIDOE) Office of Hawaiian Education (OHE) seeks to partner with 'āina-based organizations and/or individual cultural practitioners to serve as Nohona Hawai'i educators and/or host sites who provide support focused on traditional Hawaiian ways of knowing to HIDOE stakeholders and community partners. The experience should be guided through the lineage of respected kupuna in traditional Hawaiian knowledge and include circling together to connect to land and ancestors, hands-on 'āina education in aloha 'āina settings, and reinforcing experiential learning through reflection. Through the experience participants will be exposed to one or more of the following: the Nā Hopena A'o (HĀ) framework (Attachment A), 'Āina Aloha framework (A'A) (Attachment B) and the Foundational and Administrative Framework for Kaiapuni Education (FAFKE) (Attachment C).

### **2.2. Background and Current-State (Environment)**

Hawai'i is the only state in the United States that has designated a native language, Hawaiian, as one of its two official state languages. In 1987, in light of the Hawai'i State Constitution mandate to promote the study of Hawaiian culture, language and history, the Department of Education established the Hawaiian Studies Program and the Hawaiian Language Immersion Program, Ka Papahana Kaiapuni Hawai'i.

In February 2014, the Board of Education (BOE) approved key policy changes affirming that Hawaiian language, culture and history should be an integral part of Hawai'i's educational standards for all students in grades K-12.

Hawaiian Education policy 2104 states, "Hawai'i's public education system should embody Hawaiian values, language, culture and history as a foundation to prepare students in grades K-12 for success in college, career and communities, locally and globally."

In February 2015, the Office of Hawaiian Education (OHE) was established under the Office of the Superintendent, a result of a policy audit of Hawai'i State Board of Education (BOE) policies pertaining to Hawaiian Education and Hawaiian Language Immersion programs.

To this end, OHE's role is to provide systemic supports through tools such as the Foundation and Administrative Framework for Kaiapuni Education (FAFKE) and 'Āina Aloha (A'A). In addition, OHE has also been charged with the task of planning for the implementation of the ends policy known as Nā Hopena A'o (HĀ), which provides for the expansion of Hawaiian education across Hawai'i's K-12 public education system for all students and adults. Together, this work helps the Department meet its obligations to both BOE policies and the Hawai'i State Constitution (Article X, Section 4 and Article XV, Section 4).

OHE is committed to grounding education in Hawaiian ways of knowing so that all of Hawai'i may thrive. Thereby, this Nohona Hawai'i Vendor List will serve as bridge to connect schools with Hawai'i based organizations and/or practitioners in order to include and honor community/practitioners/ohana as kumu, shift the context for learning, and thereby strengthen a sense of belonging, responsibility, excellence, aloha, total well-being, and Hawai'i for all.

### **3. SCOPE OF WORK; PROJECT AND OFFEROR REQUIREMENTS**

#### **3.1. Scope of Work**

##### **Nohona Hawai'i**

The services offered should be guided through the lineage of respected kupuna in traditional Hawaiian knowledge and include circling together to connect to land and ancestors, hands-on 'āina education in aloha 'āina settings, and reinforcing experiential learning through reflection.

Offeror must select at least one area of service but may provide information for more than one area of service, or all. Offeror shall describe how your vision and mission aligns to grounding education in Hawaiian ways of knowing so that all of Hawai'i may thrive.

Descriptions should be concise and tailored to the specific area of service identified: 'Ōlelo Hawai'i, 'Āina-Based, 'Ike Hawai'i, Hana No'eau. Do not replicate the same description for each category, if the description applies to more than one area please indicate as such.

##### **'Ōlelo Hawai'i**

- Design and facilitate services in 'ōlelo Hawai'i
- Utilize 'ōlelo Hawai'i in the appropriate context
- Offer products and/or services in 'ōlelo Hawai'i

##### **'Āina-Based**

- Design for teaching and learning at various Hawai'i sites (not school)
- Offer an experience on 'āina outside of current formal HIDOE setting
- Provide access to 'āina outside of current formal HIDOE setting

##### **'Ike Hawai'i**

- Design Hawai'i-based lessons utilizing Hawaiian language, history, and/or culture
- Offer experiences and/or products that are grounded in Hawaiian ways of knowing

##### **Hana No'eau**

- Design and facilitate for teaching and learning through a hana no'eau
- Identify which hana no'eau can be offered
- Offer a system of learning that is differentiated for all levels

**Offeror shall describe their familiarity with the priority area of service, and provide details of traditional Hawaiian knowledge and show the connection to the land and ancestors for each priority area of service.**

**If applicable, description shall include, but not be limited to:**

- Mo'olelo (historical context), include information for Offeror's organization and each cultural practitioner dedicated to and specializing in the chosen content area. Information shall include background, lineage, and how their expertise in the chosen content areas currently supports HĀ, A'A, and FAFKE. Additionally, Offeror shall describe how they will support these same initiatives in the future
- Actively reflect on skills and knowledge that are passed on through traditional mo'olelo
- Experience the depth and breadth of Hawaiian knowledge, epistemology and pedagogy and its application to multiple environments and contexts through products and/or services being offered.
- Opportunities to develop their leadership potential based on HĀ outcomes, A'A, and FAFKE.
- Build culturally responsive learning environments.
- Learn to utilize 'ōlelo Hawai'i in the appropriate context. (for those that don't speak Hawaiian)
- Utilize 'ōlelo Hawai'i in the appropriate context. (for those that speak Hawaiian)

- Be exposed to place-based mo'olelo and Hawaiian cultural perspectives and apply them in their practice.
- Apply learning to address the system context for which they are responsible. (i.e. classroom, office, functions, processes, etc.)
- Create a safe space for effective collaboration with their community.
- Look for opportunities to develop leadership potential based on HĀ outcomes, A'A, and FAFKE.
- Detailed list of services and/or products offered to provide services in the selected priority area of service

Additionally, Offeror may be asked to provide the following once services have been rendered. Offeror shall provide a description of how they intend to meet these requirements if requested:

- **Reporting:** A report may be asked of you by the recipient of services. This may include but is not limited to tracking engagement, demographics, and stories of transformation with place-based stories utilizing photography and graphic presentation to communicate the impact of aloha 'āina engagement that connects land and people. If such a report is requested, please cc OHE upon submission.
- **Convening:** OHE may request an annual convening of vendors to share and gather feedback to refine the process and identify additional needs and/or support.

### 3.2. Provide a “Summary Offer of Services and Pricing.” (Appendix C)

Summary Offer of Services and Pricing: shall include the description of service and method of delivery. Descriptions shall include delivery of in-person service and the capacity to provide service remotely, i.e. video, webinar, virtually, etc. If not currently providing services remotely, please describe how Offeror would be able to provide services in the event STATE is unexpectedly shut-down for an extended period of time.

If applicable, prices may be provided and shall include separate pricing for each area of services available to be provided and may include but not be limited to: service fee, air and ground travel and per diem and taxes, etc. Any additional costs for materials should be stated separately and explained.

### 3.3. Offeror Qualifications

The purpose of the Offeror Qualifications section is to provide STATE, Department of Education the ability to verify the experience and knowledge claims made in the proposal by the Offeror and to assess the Offeror's prior record in providing services to other organizations.

Minimum Qualifications of the Offeror are specified in Section 4.9, Offeror Qualifications.

Failure on the Offeror's part to meet the requirements herein may result in a determination of non-responsiveness and subsequent disqualification of Proposal. These requirements shall remain in effect throughout the entire contact period. Failure to maintain these requirements may result in cancellation of award or early, partial or termination of a contract.

Organizations doing business with the STATE must have the capacity to manage and monitor administrative contract requirements:

- The Offeror shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.
- The Offeror shall comply with all business registration requirements prior to commencing work under the contract. Failure to comply with the requirements of this paragraph may be grounds for a Proposal to be rejected, an award of Contract to be cancelled, or the awarded Contract to be terminated.

## **4. PROPOSAL**

### **4.1 General Requirements**

- 4.1.1 Any and all costs incurred by an Offeror in preparing and submitting a Proposal and conducting discussions, if any, shall be at the Offeror's sole expense and are the Offeror's sole responsibility. This includes the cost of any visits to client references, and STATE locations by an Offeror, but does not include any costs incurred by the STATE or its representatives for Offeror demonstrations or site visits.
- 4.1.2 Before submitting a proposal, each Offeror must examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, and any other relevant documentation.
- 4.1.3 Offerors are charged with presumptive knowledge of all requirements of all cited authorities. Offeror must become familiar with state, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work before submitting a proposal. Submission of a proposal by any prospective Offeror shall constitute admission of knowledge on the part of such Offeror.
- 4.1.4 The Scope of Work, Minimum Contract Provisions, General Conditions and other documents referenced in or attached to the proposal shall be considered a part of the proposal submitted, whether or not attached to the proposal at the time of submission. Such documents shall not be altered in any way; any alterations so made by the Offeror may result in rejection of the proposal.
- 4.1.5 Submission of a proposal shall constitute an incontrovertible representation by the Offeror of understanding, acceptance, and compliance with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.
- 4.1.6 Any proposal may be withdrawn at any time on the HlePRO prior to the deadline for receipt of offers. The withdrawal of a proposal shall not prejudice the right of an Offeror to submit a new proposal, but any such new proposal must be received before the stated deadline.
- 4.1.7 A proposal that contains any omission, erasure, addition not called for, conditional offer or irregularity of any kind may be rejected. Corrections, if necessary, may be made by submitting a revised proposal on the HlePRO prior to the proposal due date and time or by lining out the materials to be corrected and by inserting the correction as close to the line-out as possible. Every such correction must be initialed by authorized individual signing the Proposal Identification and Information Form.

### **4.2 Confidential Information in Proposal**

The contents of any proposal shall not be disclosed during the review, evaluation, or discussion process. Once the notice of the award is posted, all proposals (both successful and unsuccessful) become available for public inspection.

If an Offeror believes that any portion of the proposal contains information that should be withheld as confidential, then the Procurement and Contracts Branch should be so advised in writing. Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the Proposal, be clearly marked, and shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

Whether those parts shall remain confidential will be determined under § 3-122-58(b), HAR and Chapter 92F, HRS. Pursuant to Section 3-122-58, HAR, if a person requests to inspect the portions of a proposal designated as confidential, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes

(HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

#### **4.3 Proposal Preparation**

One of the objectives of this RFP is to make proposal preparation easy and efficient, giving offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the offeror has identified as necessary to successfully meet the obligations outlined in this RFP.

The proposal shall describe in detail the offeror's ability and availability of services to meet the primary project goal of this RFP as stated herein. Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate to the purpose of this RFP. Emphasis shall be on completeness and clarity of content. If any additional information is required by the STATE regarding any aspect of an offeror's proposal, such information shall be provided within two (2) business days of the STATE's request unless otherwise stated or directed by STATE.

#### **4.4 Proposal Security**

A Bond is not required if submitting a Proposal.

#### **4.5 Proposal Submission and Format**

This section prescribes the standard format for a proposal submitted in response to this RFP.

Offeror shall submit a Proposal using the exact forms or reproductions of such forms as provided and as otherwise instructed by this RFP. Failure to comply may result in a determination that the proposal is non-responsive.

The standard format will facilitate the STATE's review, comparison, evaluation of proposals, and verification as to whether the minimum requirements are met by each Offeror and the Offeror's Proposal. The format is not intended to limit the content of a proposal in any way. The offeror may include any additional data or information that is deemed pertinent to this RFP.

This electronically submitted offer shall be considered the original. Any offers received outside of the HlePRO shall not be accepted or considered for award, unless otherwise specified herein. The maximum file size that HlePRO can accept is 100MB. Files larger than 100MB must be reduced into two (2) or more files.

Proposals shall be submitted and received electronically by the specified due date and time through the HlePRO (<http://hiepro.hawaii.gov>).

#### **4.6 Proposal Organization and Content**

Proposals shall be organized in this order:

Table of Contents:	The table of contents shall clearly identify the material by section and by page number.
Section 1:	Proposal Identification and Information Form (See Appendix A)
Section 2:	Executive Summary
Section 3:	Offeror Qualifications (including subsections: Offeror History and Background, Offeror References (Appendix B), Project Team Organization and Project Team Staffing)
Section 4:	Subcontractors (if any)
Section 5:	Offer of Services (Appendix C, <i>Summary Offer of Services and Pricing</i> )
Attachment A:	Proof of Compliance Documents

Additional information about specific requirements of each section follow.

#### **4.7 Proposal Identification and Information Form (Appendix A)**

Offeror shall submit the Proposal under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and shall indicate exact legal name in the appropriate space on the Proposal Identification and Information Form. Failure to do so may result in rejection of the proposal or delay proper execution of a resulting contract, if any.

The Offeror's authorized signature on the PROPOSAL IDENTIFICATION AND INFORMATION FORM shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

A hard copy of the PROPOSAL IDENTIFICATION AND INFORMATION FORM must also be received by the Hawaii Department of Education, Procurement and Contracts Branch, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, within five (5) working days after the proposal due date.

#### **4.8 Executive Summary**

The executive summary shall summarize the contents of the Proposal in a way that gives readers a broad understanding of the entire Proposal and must also contain the following:

**Terms and Conditions** - A statement that the Offeror understands and shall comply with all terms and conditions of the RFP (including the General Conditions).

**Subcontracting** - - A statement that the products and services of the proposed solution shall be provided solely by the Offeror or whether a subcontractor(s) shall assist. The Offeror's use of subcontractor(s) requires the prior written approval of the STATE.

**Taxable Transaction** - Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they may be liable for payment of the Hawaii General Excise Tax (GET). If an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Pending Litigation** - The Offeror shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain how litigation may materially impact the Offeror or the Offeror's ability to fully perform and complete the contract.

**Other Notable Items** - The Offeror shall disclose any other items of note that may have material impact the Offeror or the Offeror's ability to fully perform and complete the contract.

#### **4.9 Offeror Qualifications**

This section of the Proposal shall include the following:

**Offeror History and Background.** The Offeror shall describe its background and experience including its size and resources, provide details of experience relevant to the project and a list of other current or recent related projects as well as the following:

- 'Āina based organization location, access, and background, if applicable
- Offeror's cultural lineage and experience including details of educational experience relevant to the project (HĀ, A'A, Kaiapuni FAFKE) and a list of other current or recent related projects
- General information about the Offeror (sole practitioner) or the Offeror's organization (corporation, non-profit, partnership etc.)
- Offeror's ability to provide services in English and Hawaiian
- Office location

Offeror References. A description of projects previously performed by the Offeror that are relevant to the services sought and the Offeror's qualifications and experience, including customer name, brief description of the project, time period of the project and the services provided.

Offeror's References, of the Proposal shall include at least three (3) recent client references and a letter per reference (Appendix B). These are to include the name of the client organization; name, title, and telephone number of the contact person; date, duration and brief description of work performed for the client. Additionally, a letter from the client detailing the services received and Offeror's ability to deliver the services as requested.

The letter from each reference cited that may include but not be limited to:

**'Ōlelo Hawai'i**

- Offeror's language experience including details relevant to 'ōlelo Hawai'i (i.e., personal mo'olelo, university degree, etc.)

**'Āina Based**

- Offeror's experience including details relevant to 'āina based site(s)
- Provide a summary of experiences that may be offered and/or resumes
- Proof of access to 'āina outside of the current formal HIDOE setting (i.e. ownership of, permission to access, etc.)

**'Ike Hawai'i**

- Offeror's cultural lineage and experience including details relevant to 'ike Hawai'i
- Provide a summary of experiences that may be offered that are grounded in Hawaiian ways of knowing

**Hana No'eau**

- Offeror's cultural lineage and experience relevant to hana no'eau
- Provide a summary of hana no'eau that may be offered
- Provide a detailed description of how Offeror can adapt services to accommodate different levels of readiness

The Offeror grants the STATE authorization to contact any of the Offeror's previous clients, including but not limited to these client references, to evaluate the Offeror and its work. STATE site visits, if any, will be conducted at one or more of the client reference sites.

If providing service as an organization, the Offeror shall include specific information regarding the role and function of its assigned staff.

Project Team Organization. The Offeror shall present an organizational chart of staff who will be assigned to work on the contract. This shall include the Offeror's and STATE provided resources as defined to provide STATE an understanding as to how the Offeror envisions utilizing its and STATE's resources. Descriptive information for personnel, indicating their titles, major areas of responsibility and location during each phase of the contract, with proposed estimates of the staff-hours to be provided by each individual.

Additionally, the Offeror shall provide information attesting to its capacity to manage and monitor administrative requirements and its capacity to provide services to multiple HIDOE stakeholders during the same or similar time period.

Project Team Staffing. The Offeror shall include specific information regarding the role and function of its assigned staff. The Offeror shall also provide resume/vita for all staff who will be specifically assigned to the contract and provide a narrative description of their roles. If the Offeror's solution involves use of subcontractors in an amount greater than 10% of the project's budget, resumes of any subcontractors shall also be included.

Offeror's Staff Resumes, of the Proposal shall be a resume of each individual who appears on the organization chart. Resumes shall highlight experiences on specific projects that may be relevant to this project. Resumes should contain information relating to each person's experience, education, and skills.

This should include, but is not necessarily limited to, specific degrees, dates, names of employers, position titles, and educational institutions attended.

#### **4.10 Subcontractors**

The Offeror may propose to fulfill any of the responsibilities outlined herein by entering into a subcontract with an individual, organization, or other entity that possesses the requisite expertise to fulfill the requirements of the RFP. The Offeror shall retain sole responsibility for the completion of all tasks. The use of subcontractors shall not place additional burdens or demands on the STATE (e.g., coordinating with staff from multiple CONTRACTORS).

For any item listed herein to be fulfilled by a subcontractor, the Offeror shall provide a description of the proposed partner and the subcontractor's capability to meet the demands of the RFP. In the event the Offeror elects to engage the participation of a subcontractor, the STATE retains the right to approve the selection of the subcontractor and the proposed role that the Offeror shall fulfill under this contract.

If a proposal involves the use of any subcontractor, the subcontractor shall also comply with the Offeror qualifications requirements identified in the following sections:

- Offeror History and Background
- Offeror References
- Project Team Organization
- Project Team Staffing

#### **4.11 Offer of Services (Appendix C, Summary Offer of Services and Pricing)**

The Offer of Services shall include a description of topic(s), as described in the scope of work for the priority area of service that the Offeror is interested in providing. Each topic(s) shall be presented separately in narrative format to describe the knowledge and expertise in the chosen area of service.

The Offer of Services must address tasks described in the scope of work, and any other tasks necessary, and may specify costs to be incurred within the contract period. The costs in the proposal shall be based on equivalent market prices, and have been arrived at independently without consultation, communication, as to any matter related to such prices with any other Offeror for this RFP. In the event the Offeror intends to enter into a partnership with a sub-contractor, the Offeror shall provide all necessary cost information regarding the subcontracted task.

If applicable, Offeror may provide prices, which shall be inclusive of all costs, direct or indirect, and all applicable taxes, as required for the delivery of service.

If awarded, the Summary Offer of Services and Pricing (Appendix C) may be utilized to make the Provider's information available for viewing by the HIDOEE. Therefore, careful consideration should be given to the amount, type and presentation of the information Offerors include in the summary.

#### **4.12 Proof of Compliance Documents**

Offeror is advised that if awarded a Contract under this RFP, Offeror shall, upon award of Contract, furnish the required certificates and documentation (refer to RFP section regarding Responsibility of Offerors). In order to expedite contract execution, if any, it is highly recommended that the certificates be submitted with the Offeror's Proposal as follows, one (1) original only:

- A. Certificate of Compliance as issued by the Hawai'i Compliance Express online system
- B. Certificate of Insurance

#### **4.13 Certification of Independent Cost Determination**

By submitting a proposal in response to this solicitation, Offeror certifies as follows:

- 4.13.1 The costs in this RFP have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
- 4.13.2 Unless otherwise required by law, the costs which have been quoted in this RFP have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
- 4.13.3 No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## 5. PROPOSAL EVALUATION

The STATE reserves the right to reject any or all Proposals, and waive any defects if the STATE believes the rejection or waiver to be in the best interest of the STATE.

The evaluation will be based solely on the evaluation criteria detailed in this RFP, and shall be performed by the selected members of the Evaluation Committee consisting of at least three (3) governmental employees with sufficient qualifications and experience in this area.

Evaluation criteria and the associated points are listed below. Quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

A contract may be awarded on the basis of initial Proposals received, without discussion. Therefore, each initial proposal shall contain the Offeror's best terms from a technical and cost/price standpoint.

Proposals may be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions.

The final selection of a Successful Offeror, if any, will be made in accordance with the evaluation criteria as specified herein.

### 5.1 Evaluation Process Overview

The Evaluation Committee will apply a numerical rubric to evaluate the proposals. The following sections describe the evaluation process in more detail.

- Phase 1: Preliminary Evaluation of Proposals
- Phase 2: Rating and Determination of Priority Listed Offerors
- Phase 3: Discussion with Priority-Listed Offerors (at STATE's option)
- Phase 4: Best and Final Offers (at STATE's option)
- Phase 5: Selection and Award

### 5.2 Evaluation Criteria

**Scoring under this RFP shall be based on a total of fifty (50) points. Proposers must score a minimum of thirty-five (35) points to be considered for award. Proposals that score less than thirty-five (35) points will be rejected and shall not be considered for award.**

Item No.	Evaluation Criteria	Total Points Possible
1)	<b>Vision and/or mission aligns to grounding education in Hawaiian ways of knowing so that all of Hawai'i may thrive</b>	<b>20 points</b>
	Vision and/or mission are grounded in Hawaiian ways of knowing	10 points
	Lineage and/or experience is evident in explanation of Individual or Organization's background	10 points
2)	<b>Description of services and/or products provided that support HĀ, 'Āina Aloha and Kaiapuni FAFKE</b>	<b>15 points</b>
	HĀ	5 points
	'Āina Aloha	5 points
	Kaiapuni FAFKE	5 points

Item No.	Evaluation Criteria	Total Points Possible
3)	<b>Services and products can be delivered in English and/or 'ōlelo Hawai'i based on appropriate context and audience</b>	<b>10 points</b>
	Staff has the ability to offer products and services in Hawaiian language	5 points
	Staff has the ability to offer products and services in English only	5 points
4)	<b>Offerings satisfy at least one of the specialized categories. Please see the table below.*</b>	
	Evaluation will take the average score from specialized categories below	5 points
	<b>TOTAL</b>	<b>50 points</b>

<b>*Specialized Category Evaluation</b>	
<b>'Ōlelo Hawai'i</b>	
Design and facilitate services in 'ōlelo Hawai'i	5 points
Utilize 'ōlelo Hawai'i in the appropriate context	5 points
Offer products in 'ōlelo Hawai'i	5 points
<b>'Āina Based</b>	
Design for teaching and learning at various Hawai'i sites (not school)	5 points
Offer an experience on 'āina outside of current formal HODOE setting	5 points
Provide access to 'āina outside of current formal HODOE setting	5 points
<b>'Ike Hawai'i</b>	
Design Hawai'i-based lessons utilizing Hawaiian language, history, and/or culture	5 points
Offer experiences and/or products that are grounded in Hawaiian ways of knowing	5 points
<b>Hana No'eau</b>	
Design and facilitate for teaching and learning through a hana no'eau	5 points
Identify which hana no'eau can be offered	5 points
Offer a system of learning that is differentiated for all levels	5 points

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt proposal submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

### **5.3 Preliminary Evaluation**

A preliminary evaluation shall determine whether each proposal is considered responsive, thus justifying further evaluation. In its preliminary evaluation, the STATE will examine the completeness of each proposal, and its compliance with the instructions, terms and conditions in this RFP. Subsequent review and evaluation will be based on the criteria stated in the following sections. Any proposals that are incomplete or that do not comply with the instructions or terms and conditions may be rejected by the STATE and excluded from further consideration.

Responsive proposals must meet all submittal requirements and the minimum eligibility requirements described in the RFP.

### **5.4 Priority-List of Offerors**

Before conducting discussions, a priority list shall be generated by the Evaluation Committee. In order to generate a priority list, proposals shall be initially classified as acceptable, potentially acceptable or unacceptable.

All responsive Offerors who submit acceptable proposals or potentially acceptable proposals are eligible for the prioritized listing.

If numerous acceptable and potentially acceptable proposals are submitted, the Evaluation Committee may limit the priority list to at least three (3) responsible Offerors who submitted the highest-ranked proposals.

### **5.5 Discussions with Priority-Listed Offerors**

Discussions may be conducted with Priority-Listed Offerors if deemed advantageous by the STATE. Discussions will be limited to only "priority-listed" offerors and are held 1) to promote understanding of the STATE requirements and the priority-listed offeror's proposals and 2) to facilitate arriving at a contract that will provide the best value to the STATE, taking into consideration the evaluation factors set forth in the RFP. Discussions may include Offeror presentation of its Proposal, interviews with Offeror's key personnel, demonstrations, site visits, or teleconferences. Any discussions shall be conducted in an organized and consistent manner established by the STATE, and in accordance with the following:

- 5.5.1 Priority-listed offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.
- 5.5.2 Any substantial oral clarification of a proposal shall be reduced to writing by the priority-listed Offeror.
- 5.5.3 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate the clarification or change. Addenda to the RFP shall be distributed only to the priority-listed offerors.
- 5.5.4 Priority-listed offerors may be permitted to amend proposals already submitted, limited to the discussions conducted.
- 5.5.5 If in the opinion of the Evaluation Committee a contemplated amendment will significantly change the nature of the procurement, the RFP shall be canceled and a new RFP will be issued.
- 5.5.6 The contents of any proposal shall not be disclosed so as to be available to competing offerors during the discussion process.

## **5.6 Best and Final Offers (at STATE's Option)**

Following discussions between the Evaluation Committee and the Priority-listed Offerors, each Priority-listed Offeror may be asked to provide their best and final offer. In that event, the procedure as listed below shall apply.

- 5.6.1 The Evaluation Committee will establish a date and time for submission of best and final offers.
- 5.6.2 Offerors may be afforded the opportunity to revise their proposals, including price, during the best and final offer phase.
- 5.6.3 If an Offeror does not submit a notice of withdrawal or a best and final offer, the Offeror's immediate previous proposal will be construed as their best and final offer.
- 5.6.4 After best and final proposals are received, final evaluations will be conducted for an award.
- 5.6.5 Best and final offers shall be submitted only once, unless the Head of the Purchasing Agency determines that it is in the STATE's best interest to conduct additional discussions or change the STATE's requirements by addendum distributed only to priority-listed offerors and require another submission of best and final offers. Otherwise, no discussion of or change in the best and final offers shall be allowed prior to award.

**APPENDICES, ATTACHMENTS AND EXHIBITS:**

Appendix A: Proposal Identification and Information Form

Appendix B: Offeror Reference Form

Appendix C: Summary Offer of Services and Pricing

Appendix D: Contract Minimum and Special Conditions

Appendix E: State's General Conditions

Attachment A: Nā Hopena A`o (HĀ) framework

Attachment B: 'Āina Aloha framework (A'A)

Attachment C: Foundational and Administrative Framework for Kaiapuni Education (FAFKE)

Exhibit 1: Sample Vendor List Order Form (VLOF)

APPENDIX A

NOHONA HAWAII EDUCATOR AND HOST SITES FOR THE HAWAII DEPARTMENT OF EDUCATION  
RFP D23-111

PROPOSAL IDENTIFICATION AND INFORMATION FORM

The undersigned certifies that the information provided below is to the best of the undersigned's knowledge true and correct, has carefully read and understands the terms and conditions specified herein and hereby submits the following proposal to perform the work specified herein, all in accordance with the true intent and meaning thereof, and further that the Offeror shall comply with all terms, conditions, and requirements of the RFP. The undersigned further understands and agrees that by submitting this offer, 1) the undersigned is declaring the undersigned's offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) the undersigned is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Type of Business Entity:

Sole Proprietor                       Partnership                       Corporation                       Joint Venture

Limited Liability Company       Other: \_\_\_\_\_

If other than a Sole Proprietorship, the undersigned represents; **(Check ✓ one only)**

<input type="checkbox"/>	A <b>Hawaii business</b> incorporated or organized under the laws of the State of Hawaii; <b>OR</b>
<input type="checkbox"/>	A <b>Compliant Non-Hawaii business</b> <u>not</u> incorporated or organized under the laws of the State of Hawaii, and, if applicable, registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of Incorporation \_\_\_\_\_  
Date of Incorporation/Organization \_\_\_\_\_  
All State(s) where Offeror is authorized to transact business \_\_\_\_\_  
Names of all Offeror's parent affiliate and subsidiary organizations: \_\_\_\_\_

Exact Legal Name of Offeror, including "dba" or "division" of a corporation (furnish the exact legal name of the entity under which an awarded contract, if any, will be executed): \_\_\_\_\_

Principal Place of Business (may not be a P.O. Box): \_\_\_\_\_

Mailing Address (only if different): \_\_\_\_\_

Name and Title of Offerors Primary Contact Person: \_\_\_\_\_

    Telephone and Fax Number \_\_\_\_\_

    Email Address \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

State of Hawaii General Excise Tax Number \_\_\_\_\_

\_\_\_\_\_  
Authorized (Original in Ink) Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPENDIX B

OFFEROR REFERENCE FORM

**Directions:**

- Please provide information regarding recent projects and the names of up to three (3) clients who may be contacted for whom services were rendered (provide a separate form for each client).
- A letter from the client listed should be attached to the respective Appendix B Offeror Reference Form, describing services offered and Offeror's ability to deliver services as requested.

<b>Name of Your Company:</b>	
<i>Name of Client:</i>	
<i>Name of Client Contact Person:</i>	
<i>Client's Phone Number:</i>	
<i>Date or period of project/service:</i>	
<i>Description of project/services rendered:</i>	
<i>Other Information or comments:</i>	
<input type="checkbox"/> <i>check here if client letter is attached</i>	

APPENDIX C

SUMMARY OFFER OF SERVICES AND PRICING

**Organizational Information:**

**Name of Provider:**

**Contact** (include Title):

**Address** (include street, city, state, zip code):

**Telephone:**

**Fax:**

**e-mail:**

**Service Area: (choose at least one, may select more than one, or all)**

- 'Ōlelo Hawai'i
- 'Āina-Based
- 'Ike Hawai'i
- Hana No'eau

**Description of Service (Including Delivery Method):**

*Provide brief descriptions for each priority area of service. Describe if delivery of service can be delivered via in-person methods and/or virtually or remote service (video, webinars, etc.) (one page per content area; use additional pages if necessary)*

APPENDIX C

**Cost / Cost Structure: (if applicable)**

*Provide breakdown of costs as follows:*

- 1) *Fee for service delivery (e.g.: if 'Āina-Based describe access fees, if any, fee to deliver content virtually, material fees – handouts, etc.)*
- 2) *Travel Costs (subject to chapter 3-123 Cost Principles, reimbursement for transportation costs shall be for actual cost or coach, whichever is less)*

**Materials Required or Offered (indicate cost, if applicable):**

- Additional Information Attached. Additional materials will not be considered for evaluation.**
- Supplemental Narrative description
- Other (brochures, catalogs, etc.)

## CONTRACT MINIMUM AND SPECIAL CONDITIONS

### 1.1 Contract Administrator

For purposes of this contract, the person named below or the duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

Contract Administrator: Ku'u lei Makua  
Telephone Number: (808) 784-6070  
e-mail Address: [Kuulei.Makua@k12.hi.us](mailto:Kuulei.Makua@k12.hi.us)

The CA is responsible for:

- 1.1.1. the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- 1.1.2. monitoring the CONTRACTOR's work, documenting that CONTRACTOR maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- 1.1.3. notifying Procurement and Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.>").

### 1.2 STATE's Point of Contact

The CA has designated the following person(s) as Point-of-Contact (POC) for this contract. As such, the POC should be the initial contact on all matters related to this contract. The POC can be contacted as follows:

- 1.2.1 School/Office Administrator or the duly authorized representative or successor.
- 1.2.2 POC Contact Information is identified on the respective Vendor List Order Form (VLOF) and purchase order.

### 1.3 Vendor List Procedures

Schools/offices shall complete a Vendor List Order Form (VLOF) in accordance with the directions on the VLOF Form. Following approval of the VLOF, Schools shall issue a purchase order(s). Schools must transmit a copy of the approved VLOF and purchase order to the CONTRACTOR via email, facsimile, or mail, as soon as possible.

### 1.4 Verification of CONTRACTOR Employees

In accordance with State rules and regulations, CONTRACTOR shall conduct mandatory criminal background checks at no cost to the STATE, on any employee or sub-contractor working directly with students.

CONTRACTOR shall notify the STATE, verbally within twenty-four (24) hours, upon learning of the occurrence of any of the events indicated below:

APPENDIX D

- 1.4.1 Any employee, agent or volunteer’s license required to perform services under this contract is or has been suspended, conditioned, revoked, expired, or terminated.
- 1.4.2 Any employee, agent or volunteer becomes or has been the subject of any disciplinary proceeding or action before any federal or state agency or Board.
- 1.4.3 Any employee, agent or volunteer is or has been convicted of a fraud or felony.
- 1.4.4 Any claim, judgment or settlement in which the CONTRACTOR or any of its employees, agents or volunteers is or has been named a defendant.

CONTRACTOR shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

**1.5 Exclusion of Specific Workers**

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

**1.6 Liability Insurance and Certificates**

The CONTRACTOR shall maintain in full force and effect, during the life of this contract, liability and property damage insurance. This insurance shall protect the CONTRACTOR and the CONTRACTOR’s subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the CONTRACTOR or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, CONTRACTOR may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the CONTRACTOR, including its subcontractor(s) where appropriate:

<u>Coverage</u>	<u>Limits</u>
<b>General Liability</b> , Commercial (Occurrence Form)	\$2,000,000 aggregate \$1,000,000 combined single limit per occurrence for bodily injury and property damage
<b>Automobile Liability</b> Combined Single Limit	\$1,000,000 per accident

General liability and automobile liability policies required by this contract, including a subcontractor's policy, shall contain the following clauses:

## APPENDIX D

- 1) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- 2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon execution of the contract, the CONTRACTOR agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the STATE to exercise any or all of the remedies provided herein.

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this contract.

CONTRACTOR shall notify the STATE, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

### **1.7 Invoicing**

The CONTRACTOR shall submit the original invoice to the school identified on the VLOF and purchase order.

All invoices shall reference the vendor list contract number and the RFP number. A delivery receipt(s), or copy of a completed work order for services requests, indicating the RFP and vendor list number, signed and dated by STATE, Department of Education personnel, shall accompany the invoice. If a copy is submitted as the original, such invoice must bear an original signature certifying that the invoice is being submitted as the original.

### **1.8 Payment**

Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days after receipt of an accepted invoice and satisfactory delivery of goods or performance of the services, to make payment. For this reason, the STATE shall reject any Proposal submitted with a condition requiring payment within a shorter period. Further, the STATE shall reject any Proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS. The STATE will not recognize any requirements established by the Offeror and communicated to the STATE after award of the contract, which requires payment within a shorter period or interest payment not in conformance with section 103-10, HRS.

## 1.9 Final Payment

The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract expiration date. In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

- A tax clearance certificate, not over two months old and with an original green “certified copy” stamp, shall accompany the invoice for final payment. In addition to the tax clearance certificate, the “Certification of Compliance for Final Payment” (DOE Form-22) with an original signature will be required for final payment.
- In lieu of the above, CONTRACTOR may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as “Hawaii Compliance Express”. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

All required certificate(s) for the Contractor and all subcontractors, must accompany the invoice for final payment on the Contract.

## 1.10 Availability of Funds

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the STATE and the CONTRACTOR shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE’s obligations for payments in the current fiscal year. In that event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the contract in order to acquire similar equipment or services from a third party.

## 1.11 Subcontracting

Prior to award of the contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. After award of the contract, no work or services shall be subcontracted or assigned without the prior written approval of the CA. No subcontract shall under any circumstances relieve the CONTRACTOR of its obligations and liability under its contract with the STATE. All persons engaged in performing the work covered by the contract shall be considered employees of the CONTRACTOR.

## 1.12 Contract Staffing Requirements

Personnel, whose names and resumes are submitted in the Proposal, shall not be removed from the project without prior approval of the CA. Substitute or additional personnel shall not be used for the project until a resume is received and approved by the CA. The STATE shall have the right, and the CONTRACTOR shall comply with any request, to remove and replace any personnel from all work on the project effective immediately upon notification by the STATE. Personnel changes that are not approved by the CA may be grounds for contract termination.

**1.13 Inspection and Procedural Changes; Relief Available to State**

All work is subject to inspection, evaluation, and approval by the CA. The STATE may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should the CA determine that corrections or changes are necessary in order to accomplish the intent or purpose of the contract, the CA may direct the CONTRACTOR to make such changes.

Failure of the CONTRACTOR to perform any provisions of the Contract (based on the identified portion of unacceptable work received) the STATE may determine CONTRACTOR is in non-compliance with Contract requirements and may:

- 1.13.1 Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR.
- 1.13.2 Suspend Referrals – Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE.
- 1.13.3 Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 1.13.4 Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

**1.14 Confidentiality**

The following serves to supplement provision 24 of the General Condition, entitled "Confidentiality of Material" and provision 42, entitled "Confidentiality of Personal Information":

While performing under this contract, the CONTRACTOR may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The CONTRACTOR, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by the STATE and the CONTRACTOR, and must be provided as an attachment to this contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance

## APPENDIX D

under this contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential in compliance with all relevant state and federal laws.

CONTRACTOR, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The CONTRACTOR shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. CONTRACTOR shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

CONTRACTOR will be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. CONTRACTOR shall be liable to the STATE and to any person whose records the CONTRACTOR receives custody of under this contract for records protection for any unpermitted release, viewing, or loss of such records. CONTRACTOR shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. CONTRACTOR shall return all documents containing Confidential Information upon completion of the services CONTRACTOR is contracted to provide under this contract.

1.14.1 Prior Written Approval: CONTRACTOR may not i) share Confidential Information or any other data received under this contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.

1.14.2 In the event of termination of this contract, CONTRACTOR shall return to STATE all student information received under this contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this contract.

### **1.15 Records Retention**

The following serves to supplement provision 31 of the General Condition, entitled "Records Retention":

Should the CONTRACTOR be aware of or be made aware of any dispute, disagreement, or request relating to the files, books, or records prior to their destruction, the CONTRACTOR shall retain the files, books, and records until said dispute, disagreement, or request has been fully resolved, including any potential lawsuits or appeals. Said files, books, and records may thereafter be destroyed upon obtaining the agreement of the STATE.

### **1.16 Approvals**

Any agreement arising out of this RFP may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

## **APPENDIX E**

### **STATE'S GENERAL CONDITIONS**

The General Conditions are contained in "AG-008 103D GENERAL CONDITIONS" and is attached.

# GENERAL CONDITIONS

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## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
  9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
  10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
  12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
    - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

### 13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

#### 14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
    - (A) Changes in the work within the scope of the Contract; and
    - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
  - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
  - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
  - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
  - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
  - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
  - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
  - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the Contract or subsequently agreed upon;
  - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (4) In such other manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
  - (1) Description of performance (Attachment 1);
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
  - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
  - (5) Method of shipment or packing of supplies; or
  - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
  - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
  - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
  - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.



# Nā Hopena A'ō Statements

# HĀ: BREATH

## Introduction

What makes Hawai'i, Hawai'i - a place unlike anywhere else - are the unique values and qualities of the indigenous language and culture. 'O Hawai'i ke kahua o ka ho'ona'auao. Hawai'i is the foundation of our learning. Thus the following learning outcomes, Nā Hopena A'ō, are rooted in Hawai'i, and we become a reflection of this special place.

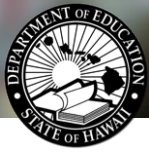
Nā Hopena A'ō or HĀ are six outcomes to be strengthened in every student over the course of their K-12 learning journey. Department staff should also be models of behaviors that direct students to what these outcomes might look like in practice. The outcomes include a sense of Belonging, Responsibility, Excellence, Aloha, Total Wellbeing and Hawai'i. When taken together, these outcomes become the core BREATH that can be drawn on for strength and stability through out school and beyond.

Underlying these outcomes is the belief that students need both social and emotional learning (SEL) skills and academic mindsets to succeed in college, careers and communities locally and globally. Thus, HĀ learning outcomes emphasize the competencies that include application and creation of knowledge along with the development of important skills and dispositions.

Through a widespread community process of dialogue, feedback, and co-creation, your BOE Advisory Policy 4000 Work Group more fully realizes the importance of a kind of culture and environment necessary for HĀ to thrive and bring life to learning. Thus, we present HĀ as life-long learning outcomes for all of us, as students of Hawai'i, to believe, understand, model and become.

### Contributors

Cheryl Ka'uhane Lupenui  
 Dawn Kau'ilani Sang  
 Haunani Seward  
 Herb Lee  
 Kamo'a'e Walk  
 Katie Benioni  
 Keiki Kawai'ae'a  
 Lea Albert  
 Mahina Paishon Duarte  
 Marlene Zeug  
 Monica Morris  
 Walter Kahumoku III



### 1. Strengthened Sense of **B**elonging:

I stand firm in my space with a strong foundation of relationships. A sense of Belonging is demonstrated through an understanding of lineage and place and a connection to past, present, and future. I am able to interact respectfully for the betterment of self and others.

- a. Know who I am and where I am from
- b. Know about the place I live and go to school
- c. Build relationships with many diverse people
- d. Care about my relationships with others
- e. Am open to new ideas and different ways of doing things
- f. Communicate with clarity and confidence
- g. Understand how actions affect others
- h. Actively participate in school and communities

### 2. Strengthened Sense of **R**esponsibility:

I willingly carry my responsibility for self, family, community and the larger society. A sense of Responsibility is demonstrated by a commitment and concern for others. I am mindful of the values, needs and welfare of others.

- a. Come to school regularly, on-time and ready to learn
- b. See self and others as active participants in the learning process
- c. Question ideas and listens generously
- d. Ask for help and feedback when appropriate
- e. Make good decisions with moral courage and integrity in every action.
- f. Set goals and complete tasks fully
- g. Reflect on the quality and relevancy of the learning
- h. Honor and make family, school and communities proud

### 3. Strengthened Sense of **E**xcellence:

I believe I can succeed in school and life and am inspired to care about the quality of my work. A sense of Excellence is demonstrated by a love of learning and the pursuit of skills, knowledge and behaviors to reach my potential. I am able to take intellectual risks and strive beyond what is expected.

- a. Define success in a meaningful way
- b. Know and apply unique gifts and abilities to a purpose
- c. Prioritize and manage time and energy well
- d. Take initiative without being asked
- e. Explore many areas of interests and initiate new ideas
- f. Utilize creativity and imagination to problem-solve and innovate
- g. See failure as an opportunity to learn well
- h. Assess and make improvements to produce quality work

### 4. Strengthened Sense of **A**loha:

I show care and respect for myself, families, and communities. A sense of Aloha is demonstrated through empathy and appreciation for the symbiotic relationship between all. I am able to build trust and lead for the good of the whole.

- a. Give generously of time and knowledge
- b. Appreciate the gifts and abilities of others
- c. Make others feel comfortable and welcome
- d. Communicate effectively to diverse audiences
- e. Respond mindfully to what is needed
- f. Give joyfully without expectation of reward
- g. Share the responsibility for collective work
- h. Spread happiness

### 5. Strengthened Sense of **T**otal Well-being:

I learn about and practice a healthy lifestyle. A sense of Total Well-being is demonstrated by making choices that improve the mind, body, heart and spirit. I am able to meet the demands of school and life while contributing to the well-being of family, 'āina, community and world.

- a. Feel safe physically and emotionally
- b. Develop self-discipline to make good choices
- c. Manage stress and frustration levels appropriately
- d. Have goals and plans that support healthy habits, fitness and behaviors
- e. Utilize the resources available for wellness in everything and everywhere
- f. Have enough energy to get things done daily
- g. Engage in positive, social interactions and has supportive relationships
- h. Promote wellness in others

### 6. Strengthened Sense of **H**awai'i:

I am enriched by the uniqueness of this prized place. A sense of Hawai'i is demonstrated through an appreciation for its rich history, diversity and indigenous language and culture. I am able to navigate effectively across cultures and communities and be a steward of the homeland.

- a. Pronounce and understand Hawaiian everyday conversational words
- b. Use Hawaiian words appropriate to their task
- c. Learn the names, stories, special characteristics and the importance of places in Hawai'i
- d. Learn and apply Hawaiian traditional world view and knowledge in contemporary settings
- e. Share the histories, stories, cultures and languages of Hawai'i
- f. Compare and contrast different points of views, cultures and their contributions
- g. Treat Hawai'i with pride and respect
- h. Call Hawai'i home



# Nā Hopena A'ō Statements

# HĀ: BREATH

## HĀ-BREATH Nā Hopena A'ō

### Strengthened Sense of Belonging

**He pili wehena 'ole \***

*(A relationship that cannot be undone)*

*Kūpa'a au i ko'u wahi no ka pono o ka 'ohana, ke kaiāulu, ka 'āina a me ka honua nei.*

### Strengthened Sense of Responsibility

**Ma ka hana ka 'ike, ma ka 'imi ka loa'a \***

*(In working one learns, through initiative one acquires)*

*'Auamo au i ko'u kuleana no ka ho'okō pono 'ana i ia kuleana mai ka mua a ka hope.*

### Strengthened Sense of Hawai'i

**'O Hawai'i ku'u 'āina kilohana \***

*(Hawai'i is my prized place)*

*Hō'ike au i ke aloha a me ka mahalo no ko'u 'āina kilohana 'o Hawai'i nei.*

### Strengthened Sense of Excellence

**'A'ohe 'ulu e loa'a i ka pōkole o ka lou \***

*(There is no success without preparation)*

*Noke au ma ke ala kūpono e hiki aku ai au i ko'u kūlana po'okela iho nō.*

### Strengthened Sense of Total Well-being

**Ua ola loko i ke aloha \***

*(Love is imperative to one's mental and physical welfare)*

*Me ke aloha au e mālama ai i ka no'ono'o, ka na'au, ke kino a me ka pilina 'uhane i pono ko'u ola.*

### Strengthened Sense of Aloha

**E 'opū ali'i \***

*(Have the heart of a chief)*

*Me ke aloha au e hana ai i 'ili nā hopena maika'i ma luna o'u, o ka 'ohana, ke kaiāulu, ko'u 'āina a me ka honua nei.*

\* Source: Pukui, M. (1983). 'Ōlelo No'eau Hawaiian Proverbs & Poetical Sayings. Honolulu, Hawaii: Bishop Museum Press.

## **POLICY E-3**

### **NĀ HOPENA A‘O (HĀ)**

Nā Hopena A‘o (“HĀ”) is a framework of outcomes that reflects the Department of Education’s core values and beliefs in action throughout the public educational system of Hawaii. The Department of Education works together as a system that includes everyone in the broader community to develop the competencies that strengthen a sense of **belonging, responsibility, excellence, aloha, total-well-being and Hawaii (“BREATH”)** in ourselves, students and others.

With a foundation in Hawaiian values, language, culture and history, HĀ reflects the uniqueness of Hawaii and is meaningful in all places of learning. HĀ supports a holistic learning process with universal appeal and application to guide learners and leaders in the entire school community.

The following guiding principles should lead all efforts to use HĀ as a comprehensive outcomes framework:

- All six outcomes are interdependent and should not be used separately
- Support systems and appropriate resources should be in place for successful and thoughtful implementation
- Planning and preparation should be inclusive, collective and in a timeframe that is sensitive to the needs of schools and their communities
- Current examples of HĀ in practice can be drawn on as sources for expertise
- All members of the school community share in the leadership of HĀ

#### **Rationale:**

The purpose of this policy is to provide a comprehensive outcomes framework to be used by those who are developing the academic achievement, character, physical and social emotional well-being of all our students to the fullest potential.

[Approved: 06/16/15]



## BOE Policy E-3: Nā Hopena A‘o (HĀ)

*July 2016*

What kind of vision, beyond academic achievement, does the Hawai‘i State Department of Education (HIDOE) have for their public school graduates? On their journey toward answering this question, the Board of Education (BOE), HIDOE, and an array of community partners happened across answers to questions they didn’t initially expect. In the end, the Hawai‘i education community arrived at BOE Policy E-3: Nā Hopena A‘o (HĀ), laying out six fundamental outcomes to strengthen connections across the *entire public school system and the communities in which they exist*, including students, teachers, staff, administrators, parents, and community members: a strengthened sense of belonging, responsibility, excellence, aloha, total well-being, and Hawai‘i. The article below describes the formation of BOE Policy E-3: Nā Hopena A‘o and the progress that has been made thus far in its implementation.

### Arriving at HĀ

A long and winding road led to the creation of HĀ. It began in 2012 with an audit of all BOE policies by the newly appointed BOE to determine which policies were still relevant, which required amending, and which could be removed altogether. In 2014, three policies were put before the board for amendment as a package: BOE Policy 2104: Hawaiian Education Programs, BOE Policy 2105: Ka Papahana Kaiapuni (Hawaiian Language

Immersion), and BOE Policy 4000: Focus on Students.

Proposed amendments to [BOE Policy 2104](#) emphasized the importance of Hawaiian education for *all* students in the public school system as a foundation for college, career, and community readiness, and established the Office of Hawaiian Education (OHE) within HIDOE’s Office of the Superintendent.<sup>1</sup> Among other stipulations, the amendment to [BOE Policy 2105](#) requires all Hawaiian Language Immersion Program (Ka Papahana Kaiapuni) teachers be dual qualified to teach in both English and Hawaiian languages, and reinforces the two primary stipulations in the BOE Policy 2104 amendment. [BOE Policy 4000](#), which had last been amended in 1999, originally outlined four general learner outcomes (GLOs) (HIDOE recognizes six GLOs on their website). Those six GLOs are: self-directed learner; community contributor; complex thinker; quality producer; effective communicator; and effective and ethical user of technology. The new amendment to BOE Policy 4000 was intended to produce updated values-based GLOs that reflected the unique cultural context of Hawai‘i.

The amendments to the BOE Policies 2104 and 2105 passed, while amendments to BOE Policy 4000 were unanimously deferred to the student achievement committee, then chaired by Cheryl Ka‘uhane Lupenui. To ensure the community had a strong and well-informed voice in the creation of these GLOs, Mrs. Lupenui formed the BOE Policy 4000 Advisory Work Group, charged with reviewing the current standards and curricula to advise on the recreation of the new Hawai‘i-specific GLOs. Committee members included Dawn Kau‘ilani Sang (Kau‘i Sang), who would later become the director of OHE; director of Ke Kula Ni‘ihau O Kekaha, Haunani Seward; executive director of the Pacific

<sup>1</sup> OHE was officially established in February 2015

American Foundation, Herb Lee; assistant professor at Brigham Young University Hawai'i, Kamo'a'e Walk; chief financial officer at Kanu o ka 'Āina Learning 'Ohana, Katie Benioni; director of Ka Haka 'Ula o Ke'elikōlani College of Hawaiian Language at the University of Hawai'i at Hilo, Keiki Kawai'ae'a; then Castle-Kahuku Complex Area Superintendent, Lea Albert; then principal of Hālau Kū Māna, Mahina Paishon Duarte; DOE project lead for the Mālama Honua Worldwide Voyage at HIDOE, Marlene Zeug, who would later become the Director of the newly established Office of Community Engagement; public policy advocate at the Office of Hawaiian Affairs, Monica Morris; and director of teacher education professional development (Kauhale Kīpaipai) at Kamehameha Schools, Walter Kahumoku III.

Right from the start, the group was encouraged by then HIDOE Deputy Superintendent Ronn Nozoe to form the new GLOs with Hawai'i at the center of their thinking, rather than translating the old GLOs into something more Hawaiian. According to Mrs. Lupenui, this guidance opened up the door for the work group to create something authentic and true to Hawai'i. The group tirelessly researched and analyzed programs and rubrics designed to educate students from a holistic perspective, supporting the strengthening of their cultural competence and character development alongside their academic advancement. They identified some of the most relevant frameworks from local, national, and global perspectives to guide their unique process.

Thirteen key learner outcome models stood out:

1. The existing HIDOE GLOs;
2. Reclaiming Youth at Risk: Our Hope for the Future (Brendtro, 2009);
3. Nā Honua Maui Ola (University of Hawai'i at Hilo);
4. Nā Lei Na'auao Hawaiian Focused Charter Schools Success Indicators;
5. Kamehameha Schools Working Exit Outcomes Framework;
6. Native Hawaiian Education Council Common Indicators Matrix;
7. Indigenous Cultural Well-being Continuum (Demmert, 2008);
8. Dine Cultural Content Standards;
9. Jackson County Schools General Learner Outcomes;
10. The Alaska Cultural Standards for Students;
11. Partnership for 21<sup>st</sup> Century Skills 21<sup>st</sup> Century Student Outcomes;
12. Hawai'i P-20 Definition of College, Career, and Community Readiness in Hawai'i; and
13. The University of Portland—International Languages & Cultures Learning Outcomes.

The advisory working group then began exploring what they wanted to see in graduates of the HIDOE public education system. The initial statements were constructed in the Hawaiian language with English interpretations identified after. They then took the question to their respective communities and gathered feedback from across the state to ensure that what they had identified held true for others. Over the course of several months, during in-person and virtual meetings, as well as discussions with community members and varied education partners, the six outcomes began to take shape.



Reproduced from the HIDOE website

*As the facilitator and scribe of the process, Mrs. Lupenui says, “The development of HĀ has been a truly community-based effort that gives deeper meaning and purpose to our public education system and connects us back to this special place, Hawai‘i.”*

The framework was named Nā Hopena A‘o, as *nā* indicates a plural, *hopena* means outcome, and *a‘o* means both learning and teaching in the Hawaiian language. While interpreting the framework’s interdependent parts from Hawaiian into English, Mrs. Lupenui realized, when ordered just right, the six English words formed the acronym “BREATH:” belonging, responsibility, excellence, aloha, total well-being, and Hawai‘i. This was incredibly significant as “Hā” in Hawaiian also means breath. The framework designers felt that this was an unforeseen validation and knew that they were on the right path.

## HĀ as System-Wide Policy

When the day came to review the amendments to BOE Policy 4000, the Board made an unprecedented decision: they decided to keep BOE Policy 4000 (the current HIDOE GLOs), and instead reframe Nā Hopena A‘o (HĀ) as a new ends policy, a policy that describes an end result, **BOE Policy E-3**. This new policy makes HĀ foundational not only to students, but to the *entire HIDOE system*, including teachers, staff, and administration. The policy provides “a framework for the Department (HIDOE) to develop in its employees and students the skills, behaviors and dispositions that are reminiscent of Hawai‘i’s unique context and to honor the qualities and values of the indigenous language and culture of Hawai‘i”.<sup>2</sup> The new policy was assigned to OHE for pilot planning and implementation. OHE’s next immediate step was to take HĀ to stakeholders in HIDOE and the community for review. Through this process, it was clear that HĀ would also provide a bridge for families and community members to engage with the system.

<sup>2</sup> HIDOE website (2016). Nā Hopena A‘o. Retrieved from <http://bit.ly/NaHopenaAo>

## What is HĀ?

“In June 2015, the policy was approved by the Hawai‘i BOE as follows:

### Policy E-3: Nā Hopena A‘o (HĀ)

Nā Hopena A‘o (“HĀ”) is a framework of outcomes that reflects the Department of Education’s core values and beliefs in action throughout the public educational system of Hawai‘i. The Department of Education works together as a system that includes everyone in the broader community to develop the competencies that strengthen a sense of belonging, responsibility, excellence, aloha, total-well-being and Hawaii (“BREATH”) in ourselves, students and others. With a foundation in Hawaiian values, language, culture and history, HĀ reflects the uniqueness of Hawai‘i and is meaningful in all places of learning. HĀ supports a holistic learning process with universal appeal and application to guide learners and leaders in the entire school community.

The following guiding principles should lead all efforts to use HĀ as a comprehensive outcomes framework:

- All six outcomes are interdependent and should not be used separately
- Support systems and appropriate resources should be in place for successful and thoughtful implementation
- Planning and preparation should be inclusive, collective and in a timeframe that is sensitive to the

needs of schools and their communities

- Current examples of HĀ in practice can be drawn on as sources for expertise
- All members of the school community share in the leadership of HĀ

**Rationale:** The purpose of this policy is to provide a comprehensive outcomes framework to be used by those who are developing the academic achievement, character, physical and social-emotional well-being of all our students to the fullest potential.”<sup>3</sup>

*The Board decided what was presented as BOE Policy 4000 should not replace the GLOs, and instead be reframed as a new ends policy, BOE Policy E-3, making HĀ foundational not only to students, but to the entire HIDOE system, including teachers, staff, and administration.*

### Response from the field

Superintendent Matayoshi described each of the six aspects of HĀ in her January 2016 [message to HIDOE staff](#) noting the importance of “Hawaiian values, language, culture, and history in supporting education efforts across the system,” as well as the importance of character development in parallel with academic learning. Recognizing the last two recipients of Hawai‘i’s teacher of the year awards, [Stephanie Mew](#) and [Catherine Caine](#), who had both cultivated

<sup>3</sup> HIDOE website (2016). Nā Hopena A‘o. Retrieved from <http://bit.ly/NaHopenaAo>  
Citation: Qina‘au, J. (2016). BOE Policy E-3: Nā Hopena A‘o (HĀ). Honolulu, HI: McREL International.

respect and student achievement through character development and mindfulness, the Superintendent called upon all staff to serve as examples of HĀ for students and one another.

According to Jessica Worchel, the Nā Hopena A’o (HĀ) special projects manager within OHE, the response to HĀ from community, parents, teachers, administrators, and staff has been overwhelmingly positive so far, although not without the typical concerns that accompany system-wide change efforts. The team at OHE are currently involved in an iterative process of focused organizational learning, fielding questions, presenting on the framework, and developing supporting materials for the field to support the development of a system-wide implementation plan. Education stakeholders are looking to OHE to outline what’s expected, level-by-level; to describe how HĀ might be connected to other HĪDOE initiatives;

and to provide resources and support for implementation. Many HĪDOE staff have inquired, *What does HĀ actually look like in practice? How does that look different from what currently exists? How does this relate to the GLOs?* These are just some of the questions OHE is currently exploring, with HĪDOE staff, community representatives, other education stakeholders, and REL Pacific, as the design of the pilot takes shape.

On March 23, 2016, the Center for Innovation in Education and Next Generation Learning Challenges (NGLC) announced that HĪDOE would be one of 12 to receive an [Assessment for Learning Project grant](#). The grants support educators to fundamentally rethink the core roles that assessment can play to support student attainment of deeper learning. HĪDOE will use this opportunity to identify key conditions and indicators for success along an educational pathway that supports

*“Culture is an important factor in many aspects of education, including assessments. Hawai’i is unique in so many ways, from our language to our culture, it is only fair that we create an evaluation that takes this into consideration and accurately measures our students’ abilities.” Kau’i Sang, director of the Office of Hawaiian Education.*



Image courtesy of HĪDOE

community, college and career readiness. At the completion of this two-year grant, HIDEOE will have a valid and culturally responsive assessment framework grounded in HĀ. This will be one of many frameworks.

### Learning from the field

Upon hearing about HĀ, a number of HIDEOE staff have gone immediately back to their classrooms, schools, complex areas, and offices and taken action to spread awareness about the groundbreaking policy. These “early adopters” have been invaluable in understanding not only where HĀ is currently strong, but how OHE might progress in the pilot implementation and the eventual scaling-up process.

One James Campbell High School (Campbell) teacher, Ethan Onipa‘a Porter, gathered a group of fellow educators at the school to discuss HĀ and how they might further integrate the principles into their classrooms. The group intends to meet quarterly in the next school year to support one another in the process of iterative implementation. Mr. Porter also designed a reflection exercise for use in the classroom based on the six principles of HĀ. When asked about the value of HĀ for students and the community, Mr. Porter commented, “To me, HĀ is really about two things: social justice and economics. This has to be about social justice; we are helping our community come together. We also need to differentiate our students as potential employees and business

leaders, give them the ability to attack problems from a different angle than the rest of the world. This outlook can help them solve the world’s problems.” Campbell already offers place-based professional development for teachers as well as place-based field trips for students; these activities have the potential to strengthen participants’ sense of Hawai‘i.

On the opposite side of the island of O‘ahu, on the lush northeast coast, Principal U‘ilani Kaitoku of Hau‘ula Elementary requested OHE to come to their school and present on HĀ during a teacher professional development session structured around place-based learning. At the event, *kūpuna* (elders) from the area talked about the history of Hau‘ula and the families that lived there to intentionally build a sense of belonging. Upon hearing the introductory presentation, staff had many questions for OHE regarding the purpose and nature of this new policy. As word about the new policy spreads, it is clear that a strong interest in holistic character development as well as culture- and place-based education already existed throughout Hau‘ula Elementary, and in many other schools across the state.

For state office directors and mid-level managers, HIDEOE will now offer the State Office Leadership Academy (SOLA), a one-year, cohort-based professional development program. The program will launch in August 2016 with a pilot cohort of 16 participants. Among the many intended outcomes of the program, SOLA will support state-level

leaders at HODOE to understand HĀ and to build their capacity to increase awareness and integration of the principles in their respective work spaces. The design of the SOLA program followed a “HĀ process” in that many potential participants were interviewed to contribute to the program design. These interviews, along with research-based best practices, advice from leadership development experts, and feedback from internal and external stakeholders, were vital to ensuring the program will be engaging, relevant, and valuable for HODOE leadership in general, and in their integration of HĀ system-wide.

For HODOE educational officers interested in learning more about HĀ and how they can integrate the principles into their work, OHE offered the Pre-ELI Ma Ka Hana Ka ‘Ike (In Doing, One Learns): Exploring a HĀ Approach to Leadership in July 2016. The first Ma Ka Hana Ka ‘Ike was held in summer 2015 at Papahana Kuaola and Paepae o He‘eia and had such a positive reception that OHE is turning it into a series and this will be the third offering. This program gives educational officers in HODOE an opportunity to participate in a hands-on, culture- and place-based professional development experience giving education officers a chance to



Participants during the second of the Ma Ka Hana Ka ‘Ike days listen to a Ho‘oulu ‘Āina staff member. Photo credit: Hawaii State Department of Education

develop relationships; learn more about Native Hawaiian values, leadership approaches, and places of significance; discover where the HĀ framework connects to current HODOE initiatives; and determine how HĀ could be applied school- or office-wide.

At the complex area level, Complex Area Superintendent Bill Arakaki of Kapa‘a-Kaua‘i-Waimea on Kaua‘i is exploring how HĀ can be integrated across all of the 20 schools he oversees. Mr. Arakaki is already working with Mayor Carvalho on his [Kaua‘i Nui Kuapapa](#) education initiative, which aims to disseminate traditional knowledge and ways of life, specifically related to the *moku* and *abupua‘a* land management systems established on the island in the 1400s. This initiative is a part of the mayor’s Holo Holo 2020 Vision, which sets out to engage private and public organizations, residents, and visitors to make better decisions about cultural and environmental sustainability, economic health, and the wellbeing of all — “from keiki to kupuna” (child to elder).

## HĀ Beyond HODOE

One early adopter outside HODOE, Kupu Hawai‘i, has officially embraced the six HĀ outcomes for their environmental education program, [E2U](#). The program engages the community and students in hands-on activities to encourage service and work in the fields of environmental stewardship. According to Pa‘ahana Kincaid, the program’s manager, “We feel

that [HĀ] focuses on the whole person’s learning and instills values that we respect and strive to embody in our daily lives... As we move forward we hope to have all of our leaders design curriculum that is integrated with Nā Hopena A‘o.”

Echoing Mr. Porter’s allusion to HĀ as a means to support students’ workforce preparation, the Dean of the College of Education at the University of Hawai‘i, Don Young, said in a public letter of support for BOE Policy E-3: Nā Hopena A‘o, “...these characteristics address the very essence of what employers tell us they are looking for in employees.” Dean Young goes on to say that the College of Education will be using the HĀ principles to bring “clarity to the College with a sense of purpose, sense of place, and provide a unified focus on the desired outcomes of both our K-12 and post- secondary institutions.”

The pilot planning and ALP development are continuing with considerable momentum. In the fall of 2016, OHE plans to begin on-site observations at pilot sites. A HĀ Summit is being planned for SY 2016/17, where HODOE stakeholders will have an opportunity to learn more about HĀ from both OHE and early adopters across system levels.

*For more information on BOE Policy E-3: Nā Hopena A‘o (HĀ ), please visit the HODOE webpage, which also includes a contact form: <http://bit.ly/NaHopenaAo>.*

## REL Pacific's role

OHE initially approached REL Pacific in 2015 to consult on the pilot implementation of the HĀ outcomes across several schools—and one district—in the state. Additionally, as OHE was awarded the [Assessment for Learning Project](#) grant in March 2016, REL Pacific has been collaborating with OHE on culturally responsive measurement and assessment. OHE's winning project, "Culturally Responsive Assessment of HĀ Outcomes," answers a call from ALP to rethink assessments and how they are being adapted to accommodate new forms of personalized learning. To read more about the grant award, please visit the [HIDOE website](#).

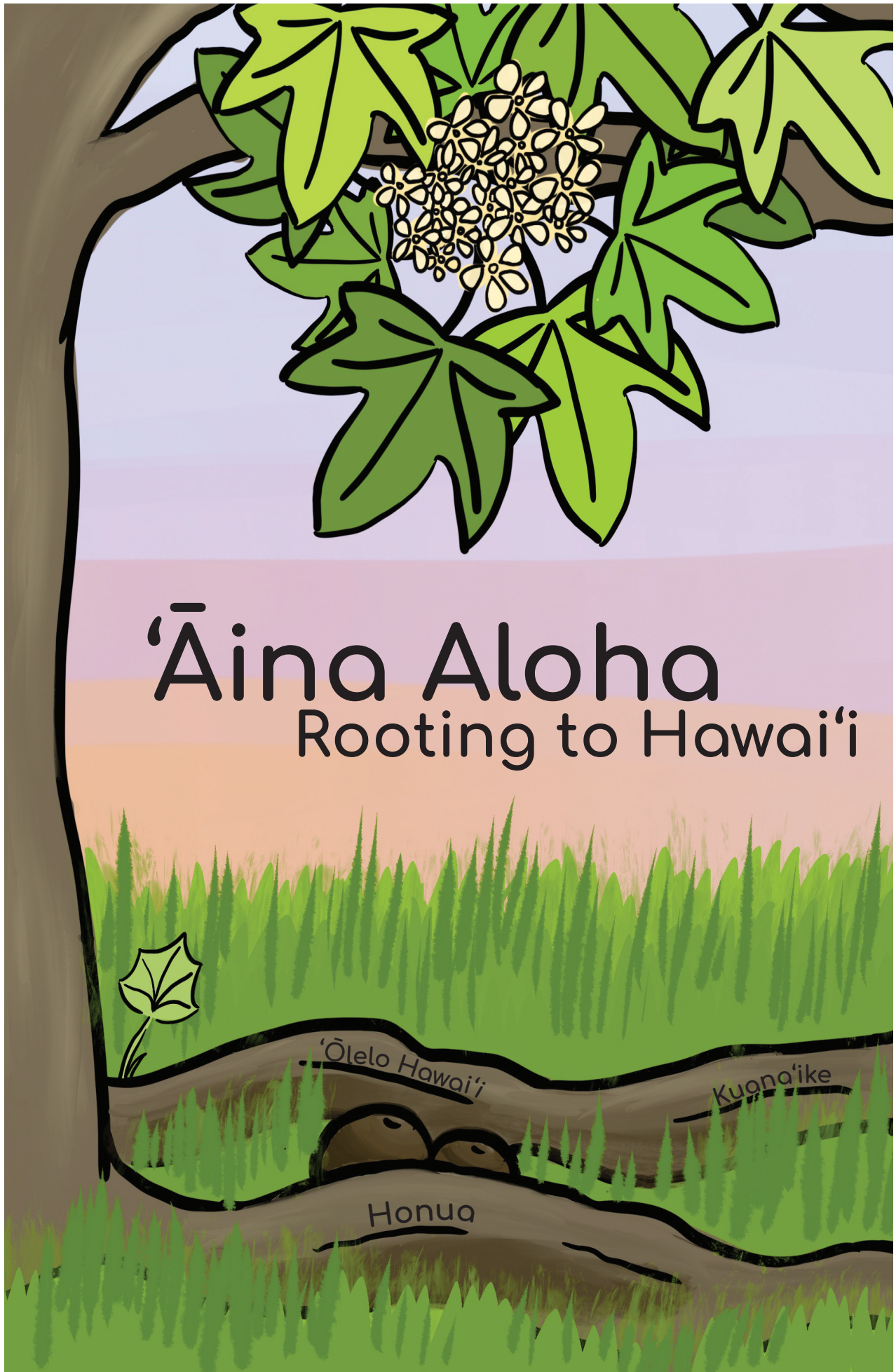
Since January 2016, REL Pacific has been serving as a thought partner with OHE, engaging in a productive collaboration to support the development and implementation of this complex, system-wide school improvement effort. REL Pacific has worked to support organizational learning by providing conceptual and technical guidance on an ongoing basis, through in-person meetings, reviews of materials, and participation in events. This process has included constantly asking what is being learned as the efforts unfold, documenting thinking around the HĀ effort, and introducing, as appropriate, core issues, frameworks, and tools that can support research and development. These subjects have included situated cognition, communities of practice, latent variables, factor analysis, assessment design, and Design

Based Implementation Research and Improvement Science concepts.

REL Pacific has also provided and discussed the following materials relevant to the concepts found in HĀ with OHE, such as:

- Farrington, C. A., Roderick, M., Allensworth, E., Nagaoka, J., Keyes, T. S., Johnson, D. W., & Beechum, N.O. (2012). *Teaching Adolescents to Become Learners: The Role of Noncognitive Factors in Shaping School Performance—A Critical Literature Review*. Consortium on Chicago School Research. 1313 East 60th Street, Chicago, IL 60637. Retrieved from <https://consortium.uchicago.edu/site/default/files/publications/Noncognitive%20Report.pdf>
- Duckworth, A. L., & Yeager, D. S. (2015). Measurement matters assessing personal qualities other than cognitive ability for educational purposes. *Educational Researcher*, 44(4), 237-251. Retrieved from <http://edr.sagepub.com/content/44/4/237.full.pdf%2Bhtml>
- Harlacher, J. (2016). An educator's guide to questionnaire development.
- Kirkhart, K. E. (2010). Eyes on the prize: Multicultural validity and evaluation theory. *American Journal of Evaluation*, 31(3), 400-413.
- Samuels, M., & Ryan, K. (2011). Grounding evaluations in culture. *American Journal of Evaluation*, 32(2), 183-198.

- Oyserman, D. (2015). Identity-Based Motivation. *Emerging Trends in the Social and Behavioral Sciences: An Interdisciplinary, Searchable, and Linkable Resource*.
- REL Central (2013, November 4). *Teaching Non-Cognitive Skills in the Common Core State Standards*. Retrieved from <https://www.relcentral.org/news-and-events/webinar-teaching-non-cognitive-skills-in-the-common-core-state-standards/>
- REL Midwest (2103, February 22). *Noncognitive Factors in Shaping School Performance of Adolescents*. Retrieved from <http://www.relmidwest.org/events/noncognitive-factors-shaping-school-performance-adolescents>
- REL Northwest (2016, March 15). *We Belong in School: Interventions to Promote Social Belonging for Educational Equity and Student Success*. Retrieved from: <http://relnw.educationnorthwest.org/events/we-belong-school-interventions-promote-social-belonging-educational-equity-and-student>
- REL Pacific (2016, April 14). *Interactive Webinar on Multicultural Validity and Evaluation Theory*. Conducted live, video pending.
- REL West (2016). *Addressing the Effects of Trauma in Schools*. Retrieved from <https://relwest.wested.org/events/329>



# Āina Aloha

## Rooting to Hawai'i

Ōlelo Hawai'i

Kuana'ike

Honua

## ‘Āina Aloha

‘O Hawai‘i ke kahua o ka ho‘ona‘auao, or Hawai‘i is the foundation of our education. This concept honors Hawai‘i as our sacred island home and as the source of knowledge. Embedded in this, Hawaiian culture is honored as the host culture and emphasis is given to the importance of place and its culture, history, and language. Such a grounding and perspective gives all residents of Hawai‘i a strengthened sense of belonging, responsibility, excellence, aloha, total well-being, and Hawai‘i.

The term “‘āina aloha” sits within the larger context of “aloha ‘āina.” ‘Āina Aloha can be literally translated to mean “beloved place” and emphasizes the importance of one’s relationship with their place. The ‘Āina Aloha competencies support educators in strengthening their pilina to ‘āina and designing for Hawai‘i content through the use of ‘ōlelo Hawai‘i, Kuana‘ike, and Honua. The acronym for ‘Āina Aloha is A‘A, or roots, a metaphor for the intention of this document to provide educators with a tool that “roots” their content to Hawai‘i. Just as roots anchor plants and feed nutrients to other parts of the plant, implementation of A‘A connects our haumāna to their ‘āina aloha, supports them to find their identity and HĀ (BREATH) rooted in their place, ‘ohana, and larger communities and thus empowering them to contribute back in meaningful ways. Roots also communicate with each other through mycorrhiza, which is akua. Within the context of ‘Āina Aloha, akua refers to natural phenomena and forces of nature and does not refer to deities or God.

‘āina -- that which feeds including land, earth, sky

The design of this framework is intended to be broad versus standards that are detailed and specific because the intention is to be able to apply these “standards” to all content areas, at all grade levels, at all levels of readiness. Educators are NOT expected to incorporate and implement the entire document at once unless the teacher and students are ready to do so. Rather, teachers can take a look at the document and decide which strands can be incorporated into their lessons.

E alu like kākou. Educators are NOT expected to do this work alone. Learning about and through ‘āina does not happen without the support, collaboration, and partnership with ‘ohana and community. Ma ka hana ka ‘ike - knowledge is in doing. Students learn best experientially. Teachers are highly encouraged to utilize ‘ohana and community resources for expert knowledge, field trips, and other resources. Go to our OHE Hub ([bit.ly/HawaiiEducationHub](http://bit.ly/HawaiiEducationHub)) for more information on ‘āina-based community organizations.

## Growth Cycle

The kukui nut and its oil is used as fuel for candles and lamps. As such, it is also a metaphor for enlightenment and knowledge. A‘o, teaching and learning is cyclical. Within the growth cycle developed by Dr. Keiki Kawai‘ae‘a, this process of a‘o is depicted as both cyclical and spiraling, with each learning serving as the foundation for the next, therefore, this metaphor reflects a process of continual learning. Since the learning progression is cyclical, there is no judgment or stigma attached to the growth stages as there may be with a traditional rubric. Educators and students themselves can gauge where in the growth cycle their learning stands, and users can then base their lessons on teachers’ and students’ level of readiness and move them along in the growth cycle as their mastery increases. The growth cycle inherently allows for differentiated learning, self-assessment, and assessment for learning.

## Hua

Fruit, Seed, Tuber

- Bearing fruit and becoming part of a larger system of perpetual growth
- The learner is at a more experienced stage of learning and is able to find application for the new knowledge

## Kupu

Sprout, Shoots

- Cultivating new shoots
- Learning is young and new, and must still be connected to other knowledge in order to take hold



## Pua

Flower

- Supporting blossoms to bloom and flourish
- The learner is able to create new knowledge, meaning, and/or application

## Liko

Leaf bud

- Nourishing young buds to take shape and form
- There is enough understanding and knowledge for new concepts to begin to take shape

# ‘Ōlelo Hawai‘i

(Hawaiian Language)

‘O ke alelo ka hoe uli.

The language is the steering paddle.

Even before birth, words are spoken to a child. At birth, a child knows their mother’s voice. The child is welcomed into a world filled with words. As the child grows, language helps the baby to thrive. Without it, the child will languish.

The spoken word, as shared through language, is the highest form of expression within the Hawaiian culture. Language provides a cultural lens that is rooted in the values of a culture.

Through language, a child will organize and make sense of his world. Language passes knowledge, ideas and understanding from one generation to the next. This is how new understandings, ideas and knowledge are created. Language expresses the cultural connection to worldview and provides the foundation for understanding the deeply rooted meaning to all things; seen and unseen --- from the past, present and future.

Nā Honua Maui Ola, Page 2

## Hua

Fruit, Seed, Tuber

'Ōlelo Hawai'i shapes one's kuana'ike; it is a lens through which one views, lives, and engages with the world

## Kupu

Sprout, Shoots

Understands the significance and importance of language



## Pua

Flower

Uses appropriate figurative language in 'ōlelo Hawai'i to make meaning of our honua

## Liko

Leaf bud

Uses 'ōlelo Hawai'i with proper pronunciation and context

Describes how 'ōlelo Hawai'i impacts one's connection to Hawai'i

# **Kuana‘ike**

(Worldview)

**‘O ke kahua ma mua, ma hope ke  
kūkulu.**

**The foundation comes first, and then  
we build.**

The Hawaiian worldview is deeply rooted in relationships with akua, ‘āina and kanaka. From this interconnected perspective, we navigate the modern world. We examine and learn other perspectives so that we may adapt innovations, knowledge and skills to enrich our spiritual, cultural and ancestral connections.

None of us exist in isolation. What happened in the past impacts us today, and the things we do today will impact future generations. What we do here on these islands moves beyond our shores and affects the lives of people around the world, as their actions also affect us. Here, in the 21st century, our culture flourishes by building social and cultural relationships reflective of our maui Hawai‘i and Hawaiian epistemology. Our culture is the core foundation which embraces, honors, and respects diversity to promote good for all mankind.

Nā Honua Maui Ola, Page 86

## Hua

Fruit, Seed, Tuber

Applies and extends knowledge of systems and cycles to advocate for pono stewardship of 'āina

## Kupu

Sprout, Shoots

Understands the significance and importance of stewardship, systems, and cycles



## Pua

Flower

Analyzes the relationship and impact of systems and cycles on 'āina

## Liko

Leaf bud

Identifies and explains:

- Traditional systems (ahupua'a, human, celestial, etc.)
- Traditional cycles (moon phases, water, weather, etc.)

## Hua

Fruit, Seed, Tuber

Applies understanding of mo'olelo of 'āina to advocate for pono stewardship of 'āina

## Kupu

Sprout, Shoots

Understands the significance and importance of mo'olelo and inoa



## Pua

Flower

Compares and contrasts traditional and contemporary mo'olelo of 'āina (traditional inoa 'āina, land usage, resources, etc.)

## Liko

Leaf bud

Identifies and explains:

- Mo'olelo of 'āina (traditional inoa 'āina, land usage, resources, etc.)
- Reasons for changes to mo'olelo of 'āina (traditional inoa 'āina, land usage, resources, etc.)

## Hua

Fruit, Seed, Tuber

One's identity, disposition, and behavior are grounded in mahalo and hō'ihi

## Kupu

Sprout, Shoots

Understands the significance and importance of:

- Mahalo and hō'ihi
- Behaviors, practices, and protocols

Defines akua, 'āina, and kanaka



## Pua

Flower

Anticipates, initiates, and applies appropriate behaviors, practices, and protocols that show mahalo and hō'ihi for akua, 'āina, and kanaka

## Liko

Leaf bud

Identifies and explains the roles, functions, and connections between akua, 'āina, and kanaka

# Honua

(Place)

**He ali'i ka 'āina; he kauwā ke kanaka.  
The land is the chief; man its servant.**

The saying, he ali'i ka 'āina, he kauwā ke kanaka conveys the land is the ali'i whom we serve and have a high regard.

A strong sense of place roots our cultural identity. From the simplest forms of life to the most complex, the Kumulipo tells us that our relationship with the earth and all its living things puts us firmly in the life-sustaining waters of our ancestral origins. We come into this world knowing we are an important part of the universe and have a specific place and purpose in the natural order of origins. To understand 'sense of place' is to know our role in serving honua, and what that kuleana entails. We are merely the land's stewards. It is our kuleana, therefore, to sustain the land and to preserve and protect it for future generations.

In traditional times, the delicate balance of life was maintained by kanaka who first dwelled on the land. The land was likened to ali'i and required care and reverence to maintain lōkahi. As ali'i care for kanaka, so too must kanaka care for ali'i. It is a reciprocal relationship. To say "I am Hawaiian" and "I belong to the land" is to say the same thing.

Nā Honua Maui Ola, Page 78

# Hua

Fruit, Seed, Tuber

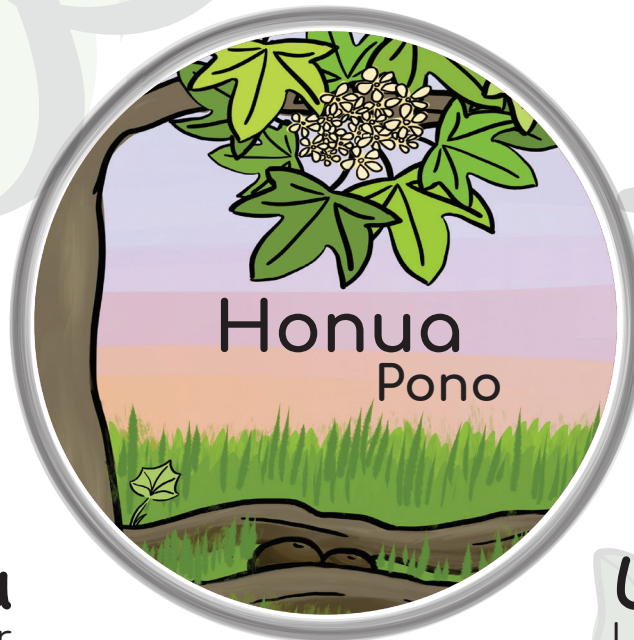
Advocates for pono stewardship and contributes to the balance and total well-being of 'āina

# Kupu

Sprout, Shoots

Understands the significance and importance of connections and balance

Defines akua, 'āina, and kanaka



# Pua

Flower

Analyzes the impact that akua, 'āina, and kanaka have onto each other

# Liko

Leaf bud

Identifies and explains:

- The connections between akua Hawai'i (natural phenomena) and kino lau
- The roles, functions, and connections between akua, 'āina, and kanaka

## Hua

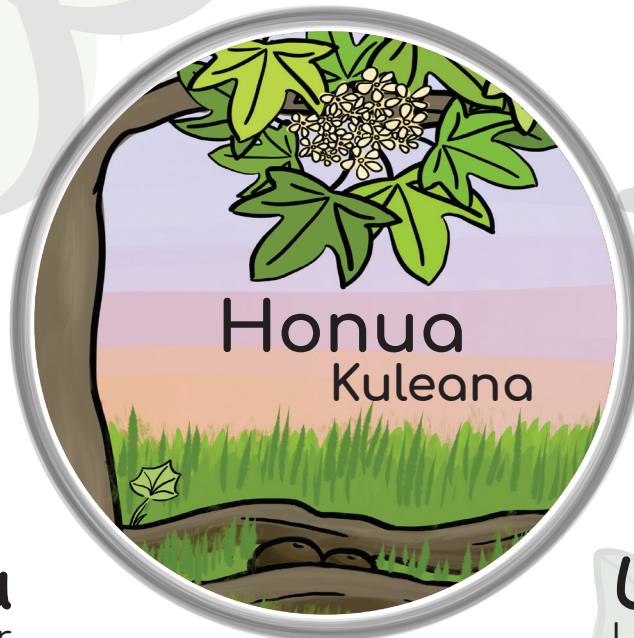
Fruit, Seed, Tuber

Fulfills kuleana to contribute to the balance and total well-being of one's communities

## Kupu

Sprout, Shoots

Understands the significance and importance of 'ohana and kuleana



## Pua

Flower

Analyzes the impact of one's kuleana to the communities to which one belongs

## Liko

Leaf bud

Identifies and describes:

- 'Ohana lineages (including akua, 'āina, kanaka, etc.)
- The purpose of communities and the interconnectedness of roles

**A‘A Glossary**

*NOTE: The definitions below are provided in the context of the ‘Āina Aloha competencies, and as such, may not be the complete definition that appear in dictionaries and other sources. For a more complete definition please refer to a reliable Hawaiian language dictionary.*

ahupua‘a - Land division usually extending from the uplands to the sea, so called because the boundary was marked by a heap (ahu) of stones surmounted by an image of a pig (pua‘a), or because a pig or other tribute was laid on the altar as tax to the chief.

‘āina - Land, earth. ‘ai, to eat; ‘aina, kama‘āina.

akua - 1. god, goddess, spirit, ghost, devil, image, idol, corpse; divine, supernatural, godly 2. Fungus 3. Functions, processes, and forces of nature (definitions 2 and 3 as shared by kupuna)

hō‘ihi - Sacred, holy, majestic, dignified; treated with reverence or respect.

honua - 1. Land, earth, world. 2. In geography, the earth generally, including sea and mountains 3. Earth, ground, realm, environment, world, a contained place.

ho‘oulu - 1. To grow (something), raise (plants) 2. Sprout, propagate 3. To cause to increase, as the surf.

inoa - Name, term, title.

‘ike Hawai‘i - Hawaiian ways of knowing.

kanaka - 1. Human being, man, person, individual, party, mankind, population. 2. People generally; persons; mankind.

kaona - Hidden meaning, as in Hawaiian poetry; concealed reference, as to a person, thing, or place; words with double meanings that might bring good or bad fortune.

kuana‘ike - Perspective. Lit., position (of) sight or knowledge.

kuleana - Right, privilege, concern, responsibility, duty, accountability.

mahalo - Thanks, gratitude; to thank; Admiration, praise, esteem, regards, respects; to admire, praise, appreciate

makawalu – Numerous, many, much, in great quantities.

maui – The essence of spirit, life; the seat of life; life spirit.

mo‘olelo - Story, tale, myth, history, tradition, literature, legend, journal, log, yarn, fable, essay, chronicle, record, article; minutes, as of a meeting.

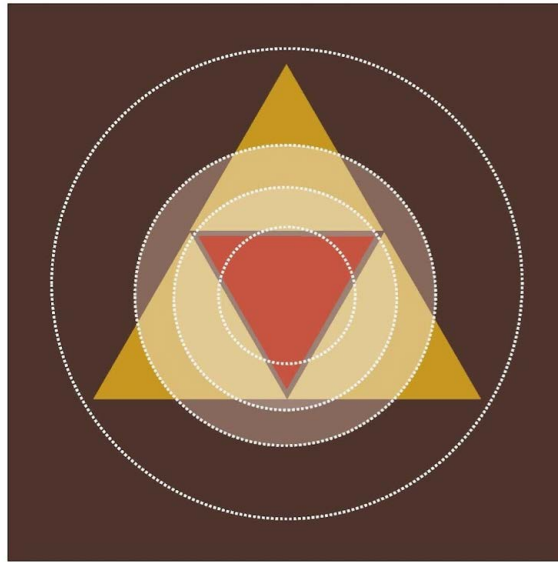
‘ohana - Family, relative, kin group; related.

‘ōiwi - Native, native son, bone, indigenous.

‘ōlelo no‘eau - Proverb, wise saying, traditional saying.

pono - Goodness, uprightness, morality, moral qualities, correct or proper procedure, excellence, well-being, prosperity, welfare, benefit, behalf, equity, sake, true condition or nature, duty; moral, fitting, proper, righteous, right, upright, just, virtuous, fair, beneficial, successful, in perfect order, accurate, correct, eased, relieved; should, ought, must, necessary. To be good and upright. Proper.

wahi pana - Legendary place.



Mahalo to Kalāheo High School's Tara Gumapac, art teacher and Emily Casey, student c/o 2020 for the art work.

Please visit the our OHE hub ([bit.ly/HawaiiEducationHub](https://bit.ly/HawaiiEducationHub)), Hawaiian Studies page for a bibliography and a 'Āina Aloha Resource Choice Board.

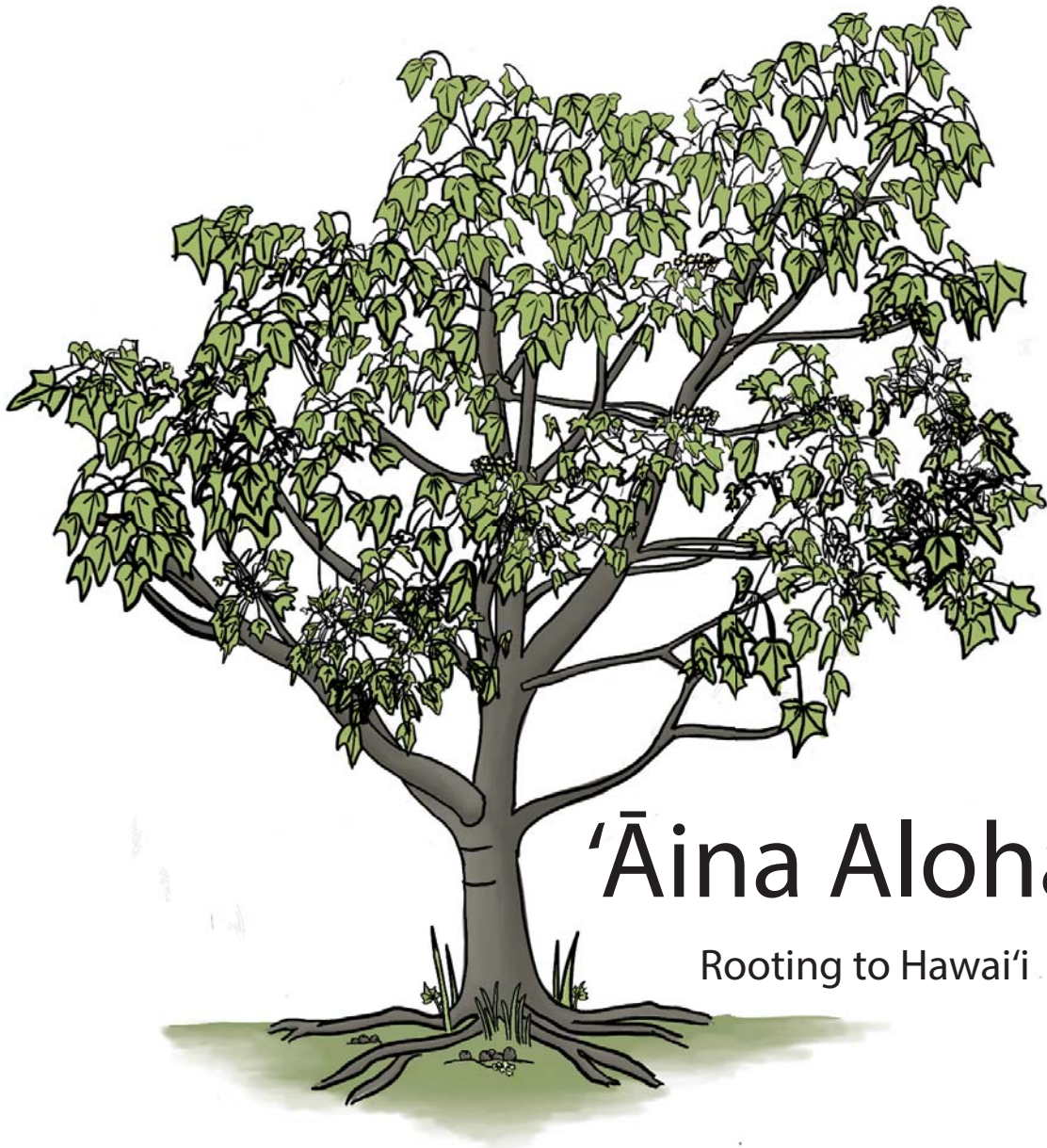
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# 'Āina Aloha

Rooting to Hawai'i



The Foundational & Administrative Framework

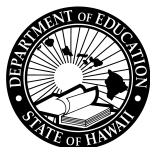
***For Kaiapuni Education***

Hawaiian Language Immersion Program

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Ke Ke'ena Kaiapuni, Office of Hawaiian Education  
Department of Education, State of Hawai'i



## ACKNOWLEDGEMENTS

The Ke'ena Kaiapuni extends a warm mahalo to the parents, community representatives, school and State personnel who made this document possible. The members of the writing team are listed as follows:

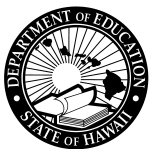
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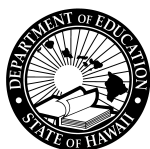
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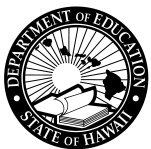
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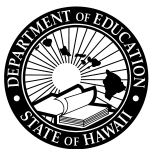
## SUPERINTENDENT'S MESSAGE

Education in Hawai'i has a long and storied history. The sovereign nation of Hawai'i enjoyed the title of being one of the most literate nations in the world. During this period, Hawaiian people demonstrated the ability to acquire and employ foreign concepts and knowledge to their benefit and were active participants in all aspects of their society. Hawaiians were successful at preserving their language, culture and ways of knowing, navigating foreign concepts within a Hawaiian context for the benefit of educating their keiki.

Such context continues today in various forms and arenas. Within the Hawai'i Department of Education, Ka Papahana Kaiapuni (Kaiapuni) provides one such avenue. As a Hawaiian education system re-established in 1987, Kaiapuni is a rich Hawaiian context for teaching and learning. Each Kaiapuni school shapes the way in which state standards, priorities, and initiatives are integrated into the curriculum. In doing so, Kaiapuni provides a venue for extending the existence of Hawaiian education into the future.

The Hawai'i Department of Education (HIDOE) is committed to the full implementation of Kaiapuni as an innovative and successful education system. This framework includes fundamental educational philosophies, beliefs and expectations regarding curriculum, instruction and assessment for Hawai'i Department of Education Kaiapuni schools. The framework provides stakeholders with a guiding document in understanding their roles and responsibilities in the implementation of Kaiapuni vision and goals.

The Department fully embraces the concept of lōkahi and will continue to strive for excellence within the Kaiapuni community. I mua kākou!



## BACKGROUND

The Hawaiian Language Immersion Program was first implemented in the Department of Education in School Year 1987-88. The implementation of the program was as a result of continued lobbying from parents and community supporters. There was a strong desire to continue Hawaiian language education for the keiki matriculating from the Pūnana Leo Hawaiian language preschools into the HIDOE's kindergarten. A majority of Board of Education members at that time supported this initiative.

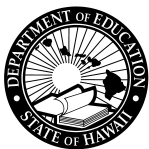
Since its inception, the Hawaiian Language Immersion Program (HLIP) has grown rapidly and provided parents with an option for K-12 public education. Currently, the Kaiapuni option employs Hawaiian language immersion methodology at 22 sites within the Hawai'i public education system. Sixteen sites fall under the jurisdiction of the Superintendent of the Department of Education and six Charter School sites fall under the jurisdiction of the State Public Charter School Commission. Kaiapuni schools are located on five of the eight major islands.

The implementation of Ka Papahana Kaiapuni continues to be a source of both challenges and successes for the Department as the program continues to break new ground each year. The Hawai'i context has become a model for other indigenous populations throughout the nation and is gaining national and international recognition as a model for indigenous language revitalization.

Most recently, the Hawai'i Department of Education has had to address federal compliance issues related to the No Child Left Behind Act of 2001. Areas of struggle include the adoption of Common Core standards, standardized curriculum and large-scale assessment requirements. Such federal requirements proved problematic when applied to Hawaiian immersion classrooms.

Issues such as these continue to be addressed by the HIDOE under the direction of the Hawai'i Board of Education as Hawai'i continues through uncharted territory of indigenous language immersion education.

Moving forward, the HIDOE will remain focused on the principles of Hawaiian language immersion education developed and supported by the State Board of Education, the Department of Education, 'Aha Kauleo Kaiapuni Stakeholder Group, and the Hawaiian community.

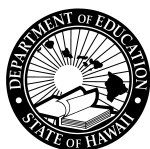


## ABRIDGED HAWAIIAN LANGUAGE EDUCATION TIMELINE

The abridged timeline below lists the major benchmarks of Ka Papahana Kaiapuni starting from 1826 to current BOE policy, which mandates the teaching of Hawaiian culture and language in the public schools (See Appendix B for full timeline).

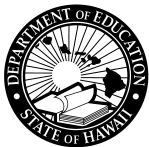
*"Na wai ho'i ka 'ole o ke akamai, he alanui i ma'a i ka hele 'ia e o'u mau mākua." Na Liholiho*

YEAR	EVENT
1826	Missionaries standardize the Hawaiian alphabet and develop the Hawaiian orthography.
1840	The Hawaiian Kingdom promulgates its first written constitution, in the Hawaiian language, establishing a public compulsory education system for children between the ages of six and fifteen. Hawai'i is the first nation to make education compulsory.
1896	Act of June 8, 1896, Chapter 57, Section 30 is enacted to limit the time that languages other than English can be used for instruction in the public school system. Until then, students were also taught in Hawaiian. Although this law does not totally restrict the use of other languages, it effectively eliminates Hawaiian in the public school system and supports the belief that a good education could only be acquired through programs conducted in English. (Walk, 2007)
1978	State Constitutional Convention. The Hawaiian language is given official status in the State Constitution. The study of "Hawaiiana" is accorded special promotion by the State.
1985	Punana Pūnana Leo o Honolulu opens in Kalihi, O'ahu and Punana Pūnana Leo o Hilo opens on the island of Hawai'i.
1986	Through lobbying efforts of Punana Pūnana Leo, parents, and Hawaiian language educators, HRS 298-2 is amended to allow for Hawaiian to be the medium of instruction in the public school system.
1987	The State Board of Education (BOE) and Superintendent Charles Toguchi approve the Hawaiian Language Immersion Program ( <i>Ka Papahana Kaiapuni Hawai'i</i> ) on a



pilot basis in two schools; Keaukaha Elementary School in Hilo and Waiau Elementary School in Pearl City, O‘ahu.

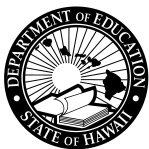
- 1990 ‘Aha Kauleo Kaiapuni Hawai‘i, the Hawaiian Language Immersion Program advisory council, is established by the BOE.
- 1990 The BOE approves *Ka Papahana Kaiapuni Hawai‘i* as a K-12 program.
- 1998 The Department creates the Hawaiian Language Immersion Program Educational Specialist position. This position is housed in the branch of the Department that provides curriculum and instructional support to public schools.
- 1999 The first two classes of students in Ka Papahana Kaiapuni schools graduate at Ke Kula Kaiapuni ‘o Ānuenuenu, in Pālolo, O‘ahu and at Ke Kula ‘o Nawahīokalani‘ōpu‘u in Hilo, Hawai‘i.
- 2001 Hawaiian Studies and Language Program Policy 2104 is passed. The Board of Education recognizes that appropriate support for and coordination of Hawaiian Studies and Language program is needed to educate all students and ensure the perpetuation of the culture and language of Hawai‘i.
- 2008 The Hawaiian Language Immersion Program celebrates 20 years of kaiapuni education within the Department of Education. A series of events are held throughout the school year with a culminating celebration at the Hawai‘i Convention Center in May 2008.
- 2014 In February, a new and more rigorous BOE Policy 2105 is passed unanimously by the Board of Education.
- 2015 The Office of Hawaiian Education in the HIDOE is officially established in February, elevating its status as a section in the Office of Curriculum, Instruction and Student Support Services (OCISS) to an office under the Superintendent's Office.



## HI DOE Kaiapuni PROGRAM DESCRIPTION

Ka Papahana Kaiapuni is a Kindergarten through Grade 12 Hawaiian language immersion program. A kaiapuni school is identified as a public education school whose main medium of instruction is Hawaiian. There are several school models under the HDOE purview. They include shared school site as well as self-contained schools. A shared school site is a school whose kaiapuni program is housed on an English-speaking school campus. A self-contained site is one in which the entire campus and its curriculum are delivered in Hawaiian medium. Presently, there are 22 kaiapuni schools.

School Name	Grade Level	School Type
Ke Kula Kaiapuni 'o Ānuenuē	K-12	Self Contained
Ke Kula Kaiapuni o Hau'ula	K-6	Program within a School
Ke Kula Kaiapuni 'o Kekaulike	9-12	Program within a School
Ke Kula Kaiapuni o Maui ma Kalama	7-8	Program within a School
Ke Kula Kaiapuni o Maui ma Pā'ia	K-6	Program within a School
Ke Kula Kaiapuni 'o Nahi'ena'ena	K-6	Program within a School
Ke Kula Kaiapuni o Nānākuli	K-6	Program within a School
Ke Kula Kaiapuni 'o Pū'ōhala	K-6	Program within a School
Ke Kula Kaiapuni o Waiau	K-6	Program within a School
Ke Kula Kaiapuni Waena & Ki'eki'e o Kahuku	7-12	Program within a School
Ke Kula 'o 'Ehunuikaimalino	K-12	Self Contained
Ke Kula 'o Nawahiōkalani'ōpu'u (Hilo High)	9-12	Self Contained on a Charter School Campus
'O Hina i ka Malama (Moloka'i High)	9-12	Program within a School <sup>[1]</sup>

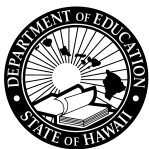


'O Hina i ka Malama (Molokai Middle)	7-8	Program within a School
--------------------------------------	-----	-------------------------

The goal for all kaiapuni schools is to implement total immersion in the medium of Hawaiian. English is introduced as a content area for one hour a day beginning in Grade 5.

In addition to the kaiapuni schools, there are six Hawaiian language immersion charter schools. Individual school boards administer the charter schools. As such, a kaiapuni charter school may or may not use this document as a guide for administrative support.

School Name	Grade Level	School Type
Ke Kula 'o Samuel M. Kamakau	K-12	Self Contained
Ke Kula Niihau o Kekaha PCS	K-12	Self Contained
Ka 'Umeke Kā'eo PCS	K-6	Charter Program within a School- Elementary/Self Contained-Secondary
Ke Kula 'o Nawahīokalani'ōpu'u Iki	K-6	Self Contained
Kawaikini PCS	K-12	Self Contained
Kualapu'u PCCS	K-6	Charter Program within a School



## *Vision*

*He oia mau nō ka pono o ka lāhui kanaka i ka na‘auao Hawai‘i.*

## *Mission*

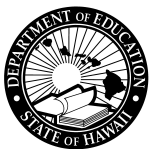
*Ka Papahana Kaiapuni mission is to:*

- *provide a culturally rich and dynamic learning environment*
- *ensure excellence in the Hawaiian language, culture, history, and ways of knowing*
- *empower students to self-determine success and stewardship in community and family*

## *Kaiapuni Core Priorities*

The strategic priorities for Ka Papahana Kaiapuni are as follows:

- Hawaiian language, culture and knowledge are at the center of Ka Papahana Kaiapuni education, administration and operation.
- All stakeholders and community supporters are included as active, collaborative participants in educational, administrative and operational decision-making.
- Educational resources are allocated to meet Ka Papahana Kaiapuni vision.
- Kaiapuni content, curriculum and instruction are continuously improved through informed, researched- based practices using qualitative and quantitative data.
- The Department of Education and all stakeholders are responsive to administrative and operational supports necessary to maximize student learning.



## ADMINISTRATION & OPERATIONS [2]



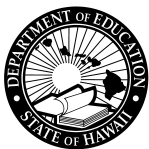
Figure 1

### *'Ohana as the Foundation for Student Success*

'Ohana is an essential part of Hawaiian custom where it is commonplace to see the transference of familial knowledge. The accountability of each member of the 'ohana to commit to each other, through the eating of poi from a common bowl or through the kuleana that each member bears to ensure the welfare of the 'ohana, is a large part of what 'ohana means. It is with this understanding that the Department approaches the administration and operation of Kaiapuni schools.

The HDOE's strategic plan includes goals for student success, staff success and successful systems of support. In order to achieve these goals within the Kaiapuni education context, the Department needs to engage in shared decision-making and decisions aligned to the innovative nature of Kaiapuni methodology, its vision and mission. Coordination between all Kaiapuni stakeholders (see Figure 1) provides students with a solid foundation of 'ohana, where all members understand and commit to fulfilling their kuleana. To do so, Kaiapuni stakeholders at the state, complex and school levels must uphold the following commitments.

- Accept and be accountable for each individual's role and responsibility in achieving the vision, mission and goals of Kaiapuni education.
- Provide necessary systemic support at all levels of Kaiapuni implementation.
- Ensure smooth daily operations.
- Make appropriate, well-informed decisions for Kaiapuni student success.
- Provide adequate funding and resources.



## KAIAPUNI STUDENT LEARNING

Through the Hawai'i public education system, Ka Papahana Kaiapuni provides a complete K-12 educational program in the medium of Hawaiian language. The majority of students in Kaiapuni enter school with English as their first language, and while others may enter with some proficiency in Hawaiian acquired at home or through pre-school education.

### *The Kaiapuni Lens*<sup>[3]</sup>

The Kaiapuni lens is what Kaiapuni graduates use to engage locally and globally for self, familial and community self-determination (see Figure 2). Hawaiian language, history, cultural understandings and ways of being are the foundation of the Kaiapuni educational experience. The curricular design of Kaiapuni education provides space for Hawaiian educational epistemology, methodology and pedagogy to exist. The design also requires measurements of student achievement as a fundamental focus. A Kaiapuni graduate exhibits skills that are founded on the Kaiapuni educational experience requiring the application of the language, cultural values, ancestral knowledge and Hawaiian ways of knowing into everyday lives. This kind of Hawaiian language literacy can only be achieved by a diverse and rich content focused on development of the Kaiapuni lens.

Collaboration is essential for all areas of Kaiapuni implementation including student learning. It is with this idea that Kaiapuni students are able to:

- Comprehend and communicate through Hawaiian language (in various settings).
- Apply knowledge and skills related to Hawaiian culture, understandings and ways of being.
- Exemplify responsible, caring familial and community stewardship.
- Independently engage in knowledge and skills in all content areas of the curriculum consistent with the basic philosophy of Ka Papahana Kaiapuni.

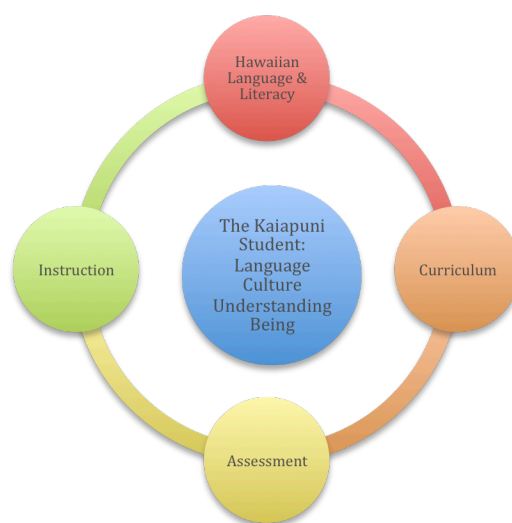
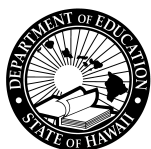


Figure 2



## KA 'ŌLELO HAWAI'I

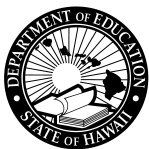
### *'Ōlelo Hawai'i Core Value Statement*

**Hawaiian language is an essential key to unlocking and utilizing the knowledge of our kūpuna in order to productively and successfully engage the world<sup>[4]</sup>.**

I ka 'ōlelo nō ke ola, i ka 'ōlelo nō ka make. Without a language, a people and their customs and traditions cease to exist. Therefore, it is imperative that 'Ōlelo Hawai'i is situated at the core of kaiapuni education, since Hawaiian is the language used to engage with our environment. Consequently, the 'Ōlelo Hawai'i Core Value Statement should be ingrained into the mindset of all kaiapuni stakeholders to support kaiapuni student success.

For this reason, kaiapuni schools and their community stakeholder role groups commit to a high degree of language acquisition, competency, and cultural knowledge in and through 'ōlelo Hawai'i. The overall objective is to develop proficient and fully functioning Hawaiian language speakers (1) in a variety of communicative settings, (2) with high levels of fluency and authenticity similar to native speakers, and (3) as future Hawaiian language-speaking parents and community leaders.

Although individual campuses and classrooms may have unique approaches to accomplishing this goal, the following basic commitments to language development remain a common thread for all Kaiapuni schools.



## Language Commitments

**Fully develop and implement Hawaiian language & literacy as close as possible to native-like ability.**

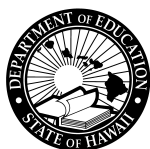
“If Hawaiians harbor any genuine hope of reviving the language, it must be revived in the domains outside and well as inside the classroom” (Warner, 2001). Kaiapuni education plays a significant role in the larger Hawaiian language revitalization movement. In order to be effective, all role groups of Kaiapuni schools must work together to provide language opportunities in its natural context to allow language proficiency in all contexts and in all disciplines.



Figure 3

Identification of and alignment of native speaking functions in the Kaiapuni Hawaiian language context is a needed step to begin shaping curriculum for our schools (Figure 3 above).<sup>1</sup> For the majority of Kaiapuni students, Kaiapuni educators are the primary Hawaiian language input mode. Thusly, Kaiapuni educators need to be aware of their own language proficiency and its impact on the success of Kaiapuni students. Oftentimes, the

<sup>1</sup> The graphic was redrafted by K. Sang to depict the model presented by Dr. Diane Johnson in April 2013 at a presentation sponsored by the University of Hawai‘i Mānoa, College of Education, Pu‘uhonua Grant.



ceiling for a student’s language proficiency is determined by the ceiling of the teacher’s language proficiency skills.

**Develop and utilize Hawaiian pedagogies of teaching and learning language in daily instruction.**

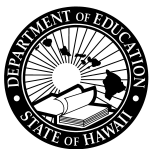
The demands of the Kaiapuni education are different from English-medium education in many ways. Lack of resources and opportunities outside of school for Hawaiian language context make it imperative for schools to provide efficient and focused language development and instruction. Most teachers are not native speakers of the language, therefore must continuously strive to better their abilities. Furthermore, careful considerations in planning for instruction and selecting teaching methods are necessary to support the learning environment in which these students are developing Hawaiian language proficiency and the Kaiapuni lens. The goal is to use Hawaiian perspectives and practices in teaching as the normalized pedagogy for daily planning and instruction.

**Conduct daily instruction, operations, and administration in an ‘ōlelo Hawai‘i environment.**

The Department of Education values Hawaiian language education in practice and commitment. The administrative and instructional environments of the education system provide numerous settings and opportunities where Kaiapuni students are exposed to Hawaiian language for various purposes and contexts. Prioritizing and encouraging the use of Hawaiian language throughout the day demonstrates a commitment to and a genuine value of learning and speaking in Hawaiian. An ‘ōlelo Hawai‘i environment can also be supported by targeted staff development and hiring.

**Align Kaiapuni curricular resource development and implementation to the ‘Ōlelo Core Value statement.**

In planning for curriculum development, it is important to include a balance of process and outcomes. The instructional planning process must include steps that are intentional and thoughtful about language development with the goal of increasing proficiency for all functions and purposes for language use. In order for Kaiapuni students to be more



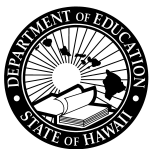
prepared to access the content of Hawaiian knowledge primary resources (i.e. Hawaiian language stories such as Kawelo or Ka Mo'olelo o 'Umi and content books such as Anatomia), the development of language skills for language users must be thoughtful and intentional. This type of forward thinking allows Kaiapuni educators to use primary Hawaiian resources as a curriculum base Kaiapuni students.

**Support and expand research specific to Hawaiian language and Kaiapuni.**

The University campuses at Mānoa and Hilo have worked arduously in the past twenty years to produce Hawaiian language scholars whose work focuses on important aspects of Kaiapuni curriculum development and teacher preparation. Additionally, the Hale Kuamo'o, the Bishop Museum, the Office of Hawaiian Affairs, Kamehameha Schools, and others have also contributed to the field of study by providing easy to access Hawaiian language primary resources and secondary resources.

In its continued commitment to provide for high level student achievement and proficiency in Hawaiian, the Department must work closely with these organizations to provide research-based methodologies and innovation for Kaiapuni education. Data collection for the purpose of strengthening Kaiapuni practice is also important. Developing the relationships between these community resources and Kaiapuni schools helps to bridge research and practice together in a symbiotic relationship. This kind of relationship is a healthy and purposeful exchange of giving and taking from each other in terms of informing research, identifying research needs and solidifying Kaiapuni educational practice.

The commitment to focusing on oral language skills is an important part of the foundation of Kaiapuni. Through oral language, children learn to focus their thoughts and organize their ideas (Lyle, 1993). In the Kaiapuni classroom, communicative fluency is an important first step in success in Kaiapuni and a great effort and resources should be devoted to securing the communicative fluency of all Kaiapuni haumāna. Appendix B at the end of this document provides a examples of these commitments in practice.



## KA PAPAHAHA KAIAPUNI CURRICULUM & INSTRUCTION

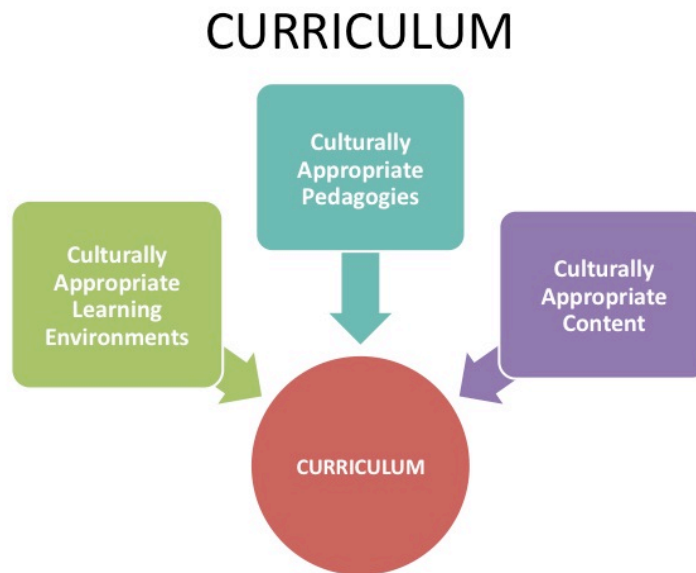
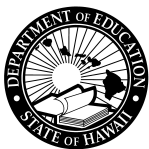


Figure 4

The United Nations Declaration on the Rights of Indigenous People adopted by the General Assembly (Resolution 61/295) in September 2007, reaffirms human right to practice and transmit their cultural traditions and customs. Ka Papahana Kaiapuni (Kaiapuni) Curricular Framework is posited on this notion. There are three fundamental curricular components of Ka Papahana Kaiapuni schools. These components are interconnected and interdependent elements, as is the culture and practice of Hawaiian people (see Figure 4).



## Culturally Appropriate Learning Environments

Culturally Appropriate Learning Environments are located in time, place and action (see Figure 5). They are founded on and validated by the educational practices of our kūpuna, documented in archived Hawaiian language mo'olelo, in the traditions of cultural practitioners, in the homes of Hawaiian families across the globe and in Ka Papahana Kaiapuni classrooms. In order to create culturally appropriate learning environments, Kaiapuni schools must:

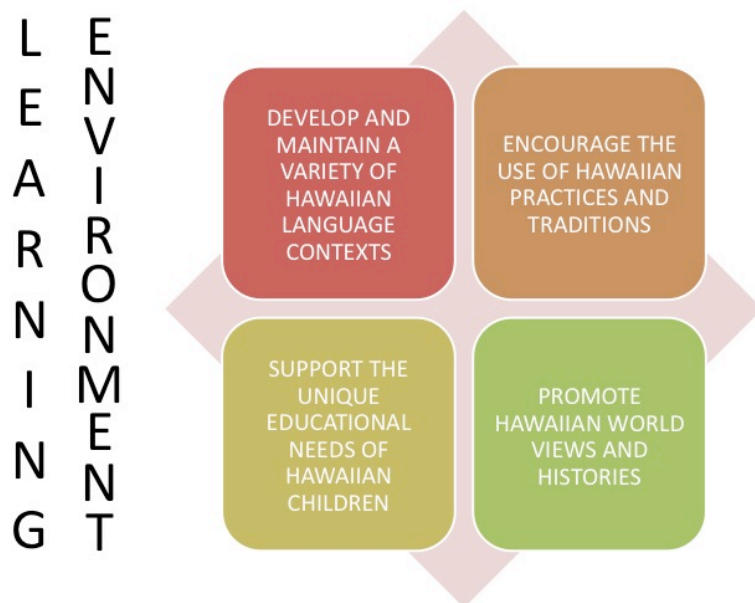
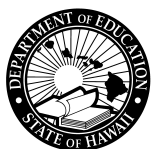


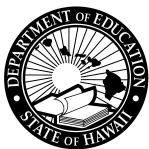
Figure 5

1. **Develop and Maintain Hawaiian Language in all Contexts:** Hawaiian language is the medium of instruction in the Kaiapuni school learning experience, in and out of the classroom. This experience encompasses the entire range of activities including recess, lunch, library, assemblies, sports, extra-curricular activities and etc. In addition, schools develop opportunities for students to engage in a broad range of Hawaiian language contexts off campus including academic and non-academic activities<sup>[5]</sup>.
2. **Support the Unique and Educational Needs of Kaiapuni Students:** Kaiapuni school communities have the autonomy to make educational decisions at the school level



regarding curriculum and assessment in order to preserve the intent of this program and shall be directed by student achievement of the program goals. The needs of the students who enroll in this unique program shall be the target<sup>[6]</sup>.

- 3. Encourage the Use of Hawaiian Practices and Traditions:** Hawaiians have a human right to practice and transmit their cultural traditions and customs (United Nations Declaration on the Rights of Indigenous Peoples adopted by the General Assembly Resolution 61/295 on 13 September 2007). Hawaiian practices and traditions are integral components of the school environment<sup>[7]</sup>.
- 4. Promote Hawaiian World Views and Histories:** Hawaiians have the human right to maintain their integrity as a distinct people by promoting Hawaiian world-views and histories (*United Nations Declaration on the Rights of Indigenous Peoples adopted by the General Assembly Resolution 61/295 on 13 September 2007*). Dominant or majority world-views and histories do not replace and/or take precedence over Hawaiian world-view. In fact, Hawaiian world view and histories of its people form the basis of Kaiapuni curriculum and in doing so, provide educators with a platform for Kaiapuni curriculum development<sup>[8]</sup>.



*Culturally Appropriate Pedagogies*

Traditional learning strategies and concepts are used as an instructional foundation for teaching and learning in Kaiapuni classrooms. Figure 6 below represents a Kaiapuni pedagogical process for learning. The elements of this learning process are used in Kaiapuni classrooms to convey knowledge. They include research-based pedagogies and methodologies that are founded on Hawaiian practice as well as aspects of Western educational theory and practice.



Figure 6



Aloha is central to the Kaiapuni pedagogy. Aloha describes the human interaction in the Kaiapuni learning community that is based on respect, tolerance, and empathy that empowers the realization of the Hawaiian processes of learning. Aloha can manifest itself in different ways, such as the hug a haumāna might give their kumu when meeting at a store to the 'o'ole'a parental voice a kumu might use to discipline haumāna. Relationships are strengthened and learning takes place through common experiences, just as they occur in the home. Kaiapuni acknowledges the values of the home and encourages families to actively engage in the learning experiences of the school environment. The bonds of 'ohana make students, teachers and staff more accountable to each other.

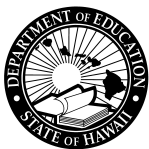
For Kaiapuni, the answer begins with na'auao, made up of two separate words: na'au, meaning intestines, bowels, guts; mind, heart, affections; of the heart or mind; mood, temper, feelings; and ao, meaning light, day, daylight, dawn; to dawn, grow light; enlightened; to regain consciousness. Together, the word becomes na'auao and is defined here as learned, enlightened, intelligent, wise; learning, knowledge, and wisdom. Na'auao, therefore, is the result of education.

### *A Process for Learning*

Figure 6 above represents a Kaiapuni pedagogical process for learning. The elements of this learning process are used in Kaiapuni classrooms to convey knowledge. They include research-based pedagogy and methodologies that are founded on Hawaiian practice and align to consider Western educational theory and practice. What do these strategies look like in application?

#### ***Ho'ona'auao***

The process to becoming na'auao is *ho'ona'auao*. Kaiapuni sets students on a quest for knowledge and becomes the environment in which the seeking of knowledge takes place. It is the first step in the learning process to na'auao. When a student internalizes that there is something new to learn, they are set on a path with the end result being na'auao. When a student achieves na'auao in one concept or learning experience, it opens the door to the next journey or new learning [experience](#)<sup>[9]</sup>.



### ***Ho'oma'ama'a***

Throughout the Kaiapuni learning experience, students have many opportunities to ho'oma'ama'a (practice) to both fail and succeed. Through ho'oma'ama'a students begin to gain confidence with new learning. As they fail or succeed, students strengthen their confidence to assume an active role in their learning<sup>[10]</sup>.

### ***Ho'ā'o***

Learning requires that students engage in experiences that allow them to ho'ā'o, or apply learning to authentic experiences. They begin to apply knowledge and test theory through methods of observation, listening and doing, and making inferences that allow for growth as independent critical thinkers.

### ***Ho'opa'ana'au***

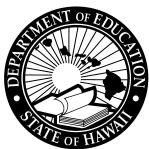
Ho'opa'ana'au is similar to the meaning of the term “memorization” but is different in that ho'opa'ana'au is more of a visceral feeling than a cognitive act. It may be echoed in the Western idiom, “Know by heart.” The Hawaiian belief is that “memorization” or mastery is felt in your na'au or your gut, where feelings are held. The emotional connection for any new event is the glue that holds firm indefinitely these new learning experiences within the na'au and becomes internalized. When students ho'opa'ana'au an item – be it a Hawaiian chant or the multiplication table – the emotional connection of the student becomes the driving force to help students master and utilize the new information.

### ***Ho'omana***

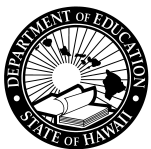
Students become empowered with new knowledge and learning experiences. Knowledge is the source of empowerment and it enables students to use their knowledge to make choices. Ho'omana allows students to scaffold old experiences with new ones. It is the driving force on their path to becoming na'auao.

### ***Hō'ike***

Hō'ike means to “make visible” or to demonstrate a practice, skill, or talent. Hō'ike is a foundation for students to show mastery of knowledge and plays an important role in the assessment process. Hō'ike has taken on the western meaning of the word “test” as well.



Following practice over time, when students have reached mākaukau (steps taken towards preparedness and quality or excellence), they are encouraged to hō'ike, whether it be an oral presentation, a performance, or paper-and-pencil assessment activity.



## *Culturally Appropriate Content*<sup>[11]</sup>

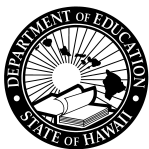
The foundation of Kaiapuni curriculum is derived from Hawaiian understandings and interactions with the environment. Kaiapuni essential content include themes found in Hawaiian traditions and practices. The following have been identified as part of, but not limited to, the essential content of Kaiapuni curriculum: Akua, Nohona, 'Ohana, Mo'olelo and 'Āina. Through the use of Kaiapuni essential content themes, Kaiapuni learning encompasses the breadth of K-12 academic skills, knowledge and proficiencies. In doing so, Kaiapuni students gain a sense of who they are, where they come from, and are equipped with the skill sets to reach their individual goals. These five broad themes are described below.

### **Akua-Universal Relationships**<sup>[12]</sup>

A strong relationship of kua'ana-kaikaina exists within Ka Papahana Kaiapuni. Examples of such relationships are not limited to those that exist between people but include universal relationships derived from the world around us. Each of those elements has a reciprocal relationship much like that of an older sibling who cares for and nurtures a younger one and sets a good example. In return, the younger sibling cares for, listens to and supports the elder to maintain balance within the relationship. These relationships help dictate acceptable behaviors and are embodied in cosmogonic traditions.

### **'Ohana - Familial Relationships**

Inclusion of the family is a key factor in the success of Ka Papahana Kaiapuni. Kaiapuni was borne as a result of efforts of families and supporters who have met the call of duty to preserve and protect the language and culture of Hawai'i. The learning successes are dependent on the internal and external familial relationships of Kaiapuni students and the knowledge they bring with them from the home. By enrolling their child into Kaiapuni, the family is making an active commitment to Kaiapuni. In doing so, they become equally accountable for the success of their keiki. The collective sense of 'ohana is carried into the classroom and school. Aloha between student and teacher are strong and extends beyond the classroom.



### **‘Āina - Natural World**

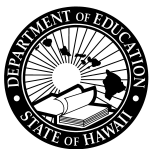
Haumāna are encouraged to develop a reverence for the natural world and the sensibility that we are temporal stewards of earth. The ‘āina, kai, and lani are essential aspects of our daily life. Providing stewardship for the environment helps us function as kanaka. We receive nourishment from the ‘āina and the kai. The lani with its celestial bodies and phenomena help us to navigate the voyager’s journey. The ‘āina becomes the classroom for many activities.

### **Mo’olelo - Histories & Genealogies**

Genealogy is an integral part of understanding kuleana. If one knows from whom they come and to whom they are accountable, it is easier to know what is and is not theirs to do. Kaiapuni haumāna internalize and practice the concept of mo’okū’auhau. Recognizing the genealogy of one’s knowledge base is also a part of the Kaiapuni content area. Students grasp that there are a myriad of knowledge sources available to them and use the genealogy of that knowledge as a platform from which to speak. Mo’olelo is a unifying force that provides a common identity and knowledge base.

### **Nohona - Practices & Stewardship**

Kaiapuni students are taught to *‘auamo i ke kuleana* or to take on the responsibility of learning and this is how they are accountable for their part in educating themselves. They develop their kuleana as it pertains to their lives and their community. It is important for our students to be able identify their kuleana and adopt a lifestyle that leads to fulfillment of these responsibilities to perpetuate Hawaiian language, culture, understanding and ways of being, as well as to act as stewards of such knowledge.



## ASSESSMENT OF STUDENT LEARNING: OVERVIEW

Assessment is a key element of Kaiapuni. It guides and binds us to our goals and values. It drives our curriculum and defines our teaching practices. Kaiapuni employs Hawaiian education methodology, pedagogy and philosophy that are constantly evolving. There are multiple factors that impact Kaiapuni practice, including new Hawaiian education research at the University level, archival Hawaiian language resources and the expanding knowledge of Hawaiian practices. The Department must remain cognizant of these influences and their impact on the shape of Kaiapuni practice. The Department must be flexible and acknowledge that the assessments of learning in Kaiapuni are appropriate and valid measures of Kaiapuni desired outcomes. Due to the vital importance of assessment, Kaiapuni strives to develop and implement a more appropriate method of assessment through partnership with all Kaiapuni stakeholders.

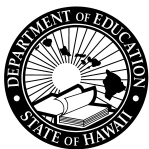
The current system of evaluation and assessment employed by the Hawai'i State Department of Education (HIDOE) is beginning to address aspects of the cultural and educational needs of Kaiapuni. In 2015, the HIDOE received a waiver from the US DOE large-scale assessment requirement for Kaiapuni. It has also begun work on the development and field-testing of a new Hawaiian language assessment for grades 3 and 4 in conjunction with the University of Hawai'i at Manoa. The process places value on community-level knowledge and skills in building an appropriate assessment, including input from school-level and local practitioners as the best sources of knowledge. This kind of collaboration should be the model for test design for any indigenous language movement.

Innovations such as these should be pursued as a means to address government mandates and obligations. Best practices emerge when we involve all stakeholders in the multiple stages of test development and review. Moving forward, the HIDOE recognizes the need to be inclusive and transparent in all phases of test development in order to produce the most optimum measurement tools in the Hawaiian language.



Issues such as control and access to assessment data need to be addressed. All Kaiapuni stakeholders are bound to the immense responsibilities associated with native language revitalization. The Hawaiian culture teaches that the Hawaiian people are held accountable to the ways and beliefs of our ancestors. The assessment data of our children is a part of this accountability. All Kaiapuni stakeholders, in partnership with the HIDOE, must implement a more accessible method of data dissemination so that the data is available and used to shape innovation and direction of Kaiapuni.

As mentioned, the Hawaiian culture teaches that people are intrinsically linked to their ancestors through beliefs and actions. This belief describes the inter-generational responsibilities of elder to parent and parent to child. Kaiapuni acknowledges that students' first educational experience begins with the families. With this said, Kaiapuni assessment must acknowledge these inter-generational relationships and reflect its significance in assessment processes and form. The Kaiapuni assessment data should be a reflection of its culture, its ancestors and the generations who have not yet arrived. As shown in the meaning of the word "paka," or to assess and criticize for a positive outcome, assessment must be culturally linked and associated to Hawaiian ways and beliefs. Kaiapuni assessment starts with the knowledge and beliefs of the Hawaiian language and culture and move forward from there.



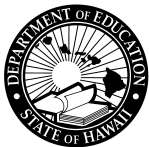
*Principles of Assessment***Collaboration****Varied in form****Individual and collective assessment****Purposes for Assessment**

Figure 7

**Collaboration**

**A‘o** is the Hawaiian word meaning both to learn and to teach. It is a collaborative and symbiotic relationship between teacher and student. For Hawaiians, education was not envisioned as a linear, one-direction process solely benefiting the student. Through the interactions with students and other faculty, teachers can further develop their professional understandings about learning and teaching. This symbiotic relationship between student and teacher can be exemplified at all levels of education.

Symbiotic relationships are inherent in the Hawaiian culture. Many of these relationships are seen in different forms throughout Hawaiian history. Traditional histories explain how leadership was shared among smaller groups of people based upon expertise. Our ancestors would not make unsound decisions based upon the knowledge of one individual. Decisions were made through a systematic, collaborative decision-making processes that included the input of kahuna and lower-level chiefs. This ensured a decision that included a larger voice and empowered the broader community of governing members.

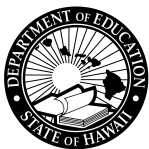


The most explicit evidence is found in the traditional concepts of laulima and alulike. Laulima describes the collective participation of many individuals to accomplish a larger, more difficult task in a more effective manner. Similarly, the concept of alulike describes the nature of cultural collaboration. Ultimately, alulike and laulima describe the process to work collaboratively towards a unified, larger goal. Concepts such as alulike and laulima are not only labeled as contemporary educational practices and effective strategies of collaboration, they are also embedded in Hawaiian ways of being and understanding, an integral part of the Hawaiian educational experiences in Kaiapuni.

Collaboration is intricately woven into the genealogy of Hawaiian cultural practice. The Kaiapuni adopts this genealogy and asserts its placement within this historical genealogy of culture and education. The No Child Left Behind Act (2001) affirms this position in section 7202 and describes the specific political relationship between the Hawaiian people and the federal government as a recognized indigenous people, similar to the Native Alaskan people. It affirms a right to conduct native language educational initiatives while maintaining its cultural integrity. This act also affirms in section 7203 part 4 that its primary focus is to “encourage the maximum participation of Native Hawaiians in planning and management of Native Hawaiian education programs.” Therefore, the HODOE must engage with all Kaiapuni stakeholders, as this collaboration is culturally implicit to the Hawaiian language and to the success of all systems of education involved.

### Varied in Form

Assessment of Kaiapuni students must take many varied forms in order to fit the program’s unique goals. A “one size fits all” mentality in regards to assessment works against the very nature of the program. It does not allow schools to encourage multiple types of assessments and devalues any assessment that is not a mandated standardized assessment. Specific to the Kaiapuni context, assessments must be fluid and malleable, created by the voices of the schools in order to glean data that can truly be used to inform instruction, not just qualify for funding.



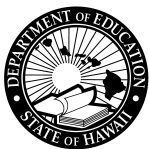
Qualitative and quantitative data will be collected that can be used both to illustrate what is currently happening in the program and to guide decision making in the years to come.

Assessment for Kaiapuni may take traditional forms, such as the recitation of mo'olelo or oli, or the ability to perform certain skills, such as conducting ceremony or feeding one's family. More contemporary forms of assessment may be decided upon, however, Kaiapuni schools must accept assessment as the responsibility of the school and teacher because they alone are the link between the Hawaiian language and assessment strategies and tools. They must also insist on the participation of all stakeholders to ensure a clear and comprehensive view of Kaiapuni.

A piece of evidence describing this is found in the story entitled Ka Mo'olelo no 'Aukelenuia'Īkū. In this story, 'Aukele is assessed as a very strong and athletic youth. His skill and ability were greater than that of other children twice his age. 'Aukele proved his skill through action. This action is at the foundation of the Hawaiian concept of hō'ike. Hō'ike is used to show or to perform a particular task that exemplifies mastery of a particular skill or set of skills. These skills, however, have relevance to 'Aukele's life experiences and becomes but a piece of a more holistic assessment of 'Aukele.

Throughout the story, 'Aukele learns many skills and behaviors. It is through repeated and constant performance of them that he proves himself. His mastery, however, was not noticed simply after one event. But rather, it was exemplified and recognized throughout a longitudinal conglomeration of successful performances. There are clearly defined philosophical beliefs of assessment intertwined within many Hawaiian stories that have immense cultural significance. This significance is at the core of the assessment beliefs and practices of Kaiapuni. Therefore, Kaiapuni assessments are longitudinal, varied and relevant to student life experiences and learning as exemplified through the cultural precedence of Hawaiian antiquity.

The kūpuna have left us with many 'ōlelo no'eau from which we draw knowledge in regards to education. "Ma ka hana ka 'ike" is one such wise saying that is often interpreted as gaining knowledge through the act of doing. We can also slightly



shift our perspective and look at this wise saying from the angle of assessment in that "Ma ka hana, 'ike 'ia 'oe," through the things you do, you will be assessed.

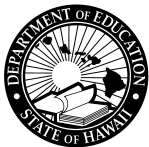
[13]

## The Individual vs. The Collective

Kaipuni celebrates the successes of the individual as secondary to that of the larger group. Sharing in collective success is more important than the separation and uplifting of one individual over others. That is not to say that an individual's deeds go unrecognized, instead one's deeds could bring pride or shame to the family or the group represented. It is this mindset that reminds us that we are traveling together and helping each other along the way, celebrating and valuing the collective success of the entire group.

Evidence of this is found in the familial systems of Hawai'i. Hawaiian families built and maintained some of the most technologically advanced systems of agriculture and aquaculture. The cooperation and organization necessary for these systems to work were and still are impressive. The Kō ā uka and the Kō ā kai relationships were built to sustain large quantities of people through the mass cultivation of kalo and 'uala by those of the upland and the collection of the perfect amounts of fish necessary to feed the entire family by those living near the ocean. Through the combined efforts of all of these individuals, the Hawaiian collective succeeded. These technologically innovative techniques were not simply related to the physical structures, they also described the advanced development of societal structures that valued and cared for the individual through collective work and cooperation. Therefore, Kaipuni assessment strategies must take into consideration the worldview of our ancestors and maintain the collective well-being of students as the primary principle to measure Kaipuni school success.

The educational perspective described in this section does not hinder individual student growth. In actuality, this view develops a sense of caring and teamwork within the entire student population. It assists Kaipuni students to embrace their relationship and responsibility to be more than just themselves, more like that of a family. Kaipuni education strives to shift the educational paradigm from an individual, competitive focus to that of the common good through culturally based education.



## Purposeful Assessment<sup>[14]</sup>

### ***Mandated Assessment***

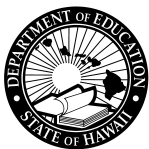
Current federal legislation directly influences the decision-making of the Hawai'i State Department of Education. Kaiapuni stakeholders are cognizant of the nature of this federal legislation and its requirements as well. Therefore, valid and appropriate assessments must be driven by Kaiapuni framework within this context.

With that established, the Department pronounces that data will drive the direction of Kaiapuni assessment development. Assessments conceptualized and developed with the English language as their focus are inappropriate and invalid methods of assessment for Kaiapuni students. Student achievement is directly connected to the medium of instruction. The best method for the development of an assessment tool for Kaiapuni students is to work in partnership with Kaiapuni stakeholders and psychometricians to properly develop an assessment tool with the Hawaiian language being the language of origination and conceptualization.

In conclusion, the acquisition and dissemination of Kaiapuni data is used to affect instruction and school-based decision-making. The design of any mandated assessment for Kaiapuni students should accommodate the Hawaiian language in the context of Kaiapuni instruction and curriculum.

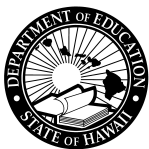
### ***School-Wide***

One of the most important foundational beliefs of the Kaiapuni is that Kaiapuni school structure and philosophy are aligned to that of 'ohana. The 'ohana is a culturally based system of Hawaiian governance. 'Ohana are filled with aloha and all decisions are driven by the needs of all members. Each 'ohana makes collective decisions as to what is best for them and empowers and embraces their collective voice. In the school-based 'ohana of Kaiapuni, assessment is formulated as a positive collection of faculty, student and parent produced data that will ultimately form a perpetual school wide process for improvement. Conversations facilitated from within the school, guided by all stakeholders will be driving forces when deciding on forms of school-wide assessment. <sup>[15]</sup>



***Class Setting Assessment***

Assessment within individual class settings happens daily. It takes on varied forms and involves teachers and students. Assessing a student’s progress is the responsibility of the classroom teacher and is built upon the relationship of working together daily. It can be used in a timely manner in order to inform ‘ohana as to the progress of their keiki. Classroom level assessments may sometimes be the most meaningful and valid sources of data. It is often directly related to daily lessons, takes the form of observations as well as student reflections, and can happen in a variety of learning environments, occurring wherever instruction takes place, be it in the lo’i, māla, kai, hale ‘aina, hale waihona puke, or pā pā’ani.



## APPENDIX A

### LEGAL AUTHORITY

There are multiple policies provided for in international, federal and state law establishing the need to implement initiatives like Kaiapuni. These policies provide some guidance for the States in regards to native rights of Hawaiian people and for implementation of educational programs to assist in Hawaiian language revitalization efforts.

As a result, the Department of Education acknowledges and is charged with the duty of planning for and implementing Kaiapuni within the public education system. The following provides for the various legal authorities under which Kaiapuni is supported.

#### *International Law*

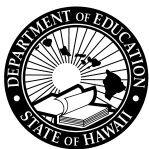
In 2010, President Obama signed the United Nations Declaration on the Rights of Indigenous Peoples. The declaration recognized and reaffirmed “that indigenous individuals are entitled without discrimination to all human rights recognized in international law, and that indigenous peoples possess collective rights which are indispensable for their existence, well-being and integral development as peoples.” The declaration more specifically addresses education:

##### Article 13

1. Indigenous peoples have the right to revitalize, use, develop and transmit to future generations their histories, languages, oral traditions, philosophies, writing systems and literatures, and to designate and retain their own names for communities, places and persons.
2. States shall take effective measures to ensure this right is protected and also to ensure that indigenous peoples can understand and be understood in political, legal and administrative proceedings, where necessary through the provision of interpretation or by other appropriate means.

##### Article 14

1. Indigenous peoples have the right to establish and control their educational systems



- and institutions providing education in their own languages, in a manner appropriate to their cultural methods of teaching and learning.
2. Indigenous individuals, particularly children, have the right to all levels and forms of education of the State without discrimination.

### *Federal Law*

United States Public Law 103-15, 103d Congress Joint Resolution 19 is purposed:

“To acknowledge the 100th anniversary of the January 17, 1893 overthrow of the Kingdom of Hawai‘i, and to offer an apology to Native Hawaiians on behalf of the United States for the overthrow of the Kingdom of Hawai‘i.”

Furthermore, the resolution acknowledges the unique condition of Native Hawaiians as follows:

*Whereas*, the long-range economic and social changes in Hawai‘i over the nineteenth and early twentieth centuries have been devastating to the population and to the health and well-being of the Hawaiian people;

*Whereas*, the Native Hawaiian people are determined to preserve, develop and transmit to future generations their ancestral territory, and their cultural identity in accordance with their own spiritual and traditional beliefs, customs, practices, language, and social institutions;

The “No Child Left Behind Act of 2001,” Public Law 107-110 under the “Native Hawaiian Education Act” further asserts the federal government’s recognition of the Hawaiian condition and their commitment to support distinct Native Hawaiian educational initiatives. They also confirm in Section 7202 that Native Hawaiians are included in:

- (A) The Native American Programs Act of 1974 (42 U.S.C. 2991 et seq.);
- (F) The Native American Languages Act (25 U.S.C. 2901 et seq.);
- (G) The American Indian, Alaska Native, and Native Hawaiian Culture and Art Development Act (20 U.S.C. 4401 et seq.);

1. The Purposes of the Act are described in Section 7203:
2. Authorize and develop innovative educational programs to assist Native Hawaiians;
3. Provide direction and guidance to appropriate Federal, State, and local agencies to focus resources, including resources made available under this part, on Native Hawaiian



- education, and to provide periodic assessment and data collection;
4. Supplement and expand programs and authorities in the area of education to further the purposes of this title; and
  5. Encourage the maximum participation of Native Hawaiians in planning and management of Native Hawaiian education programs.

### *State Law*

The State of Hawai'i recognizes the distinct political situation of the indigenous people of Hawai'i and confirms their right to advance culture, history, practices and language. In fact, Hawai'i is the only state in the United States that has designated a native language, Hawaiian, as one of its two official state languages. The State of Hawai'i Constitution states in Article XV, Section 4:

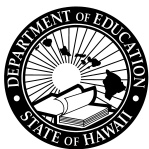
“English and Hawaiian shall be the official languages of Hawai'i, except that Hawaiian shall be required for public acts and transactions only as provided by law.”

The State of Hawai'i further describes their commitment in Article 10, Section 4 of the State Constitution:

“The State shall promote the study of Hawaiian culture, history and language. The State shall provide for a Hawaiian education program consisting of language, culture and history in the public schools. The use of community expertise shall be encouraged as a suitable and essential means in furtherance of the Hawaiian education program. [Add Const Con 1978 and election Nov 7, 1978]”

Additionally, the Hawai'i State Legislature has included in a subsection of the Hawai'i Revised Statutes (HRS 302H) room for the establishment of a Hawaiian system of education that would parallel mainstream public education. While this piece of legislation is still being adapted to inclusively address the needs of Kaiapuni, the potential to reaching the goal of a parallel system becomes more real because of its existence.

### *Hawai'i Board of Education Policy 2105*



Ka Papahana Kaiapuni (Kaiapuni Educational Program) provides students with Hawaiian bicultural and bilingual education. Additionally, the program contributes to the continuation of our Hawaiian language and culture. The Kaiapuni Educational Program offers students an education in the medium of the Hawaiian language. The comprehensive program combines the use of Hawaiian teaching methodologies, language, history, culture and values to prepare students for college, career and to be community contributors within a multicultural society. The Department of Education (Department) shall develop the necessary rules, regulations, guidelines and procedures as well as an updated strategic plan for the program. Every student within the State of Hawai'i's public school system should have reasonable access to the Kaiapuni Educational Program.

The goals of the Kaiapuni Educational Program shall be:

1. To provide parents and student a Hawaiian bicultural and bilingual education based upon a rigorous Hawaiian content and context curriculum. The Kaiapuni Educational Program is offered to students K-12.
2. The curriculum and standards are to be developed by the Department to prepare students for college, career and contributors to community with the assistance of the appropriate stakeholders including the 'Aha Kauleo, Office of Hawaiian Affairs, University of Hawai'i system of colleges, 'Aha Pūnana Leo, the Charter School Commission and any other stakeholders selected by the Department. The development of the Kaiapuni curriculum, content, instruction and assessment should be informed and researched-based utilizing qualitative and quantitative data.
3. The Department shall establish in the Office of the Superintendent an Office of Hawaiian Education of which the head shall be part of the Superintendent's leadership team which will have oversight of the program's implementation and accountability to ensure effective curricula, performance standards for professional qualifications, organizational structure (e.g. Complex Area, Office), and community engagement. Additionally, this office will provide an annual program performance report to the Board of Education (BOE) and community via the Superintendent.
4. The program's success is largely dependent on the capacity, capability and expertise of the program's professional staff. The Department will establish professional qualifications and develop training programs internally and/or in cooperation with stakeholder groups/universities. The goal is for program professionals to be qualified in both English as a



medium of instruction and Hawaiian as a medium of instruction and appropriately compensated for these additional qualifications.

5. The program's effectiveness requires the development and proper administration of appropriate formative and summative assessment tools. These program evaluation tools should be in alignment with the State's Kaiapuni curriculum and measure student growth and proficiency with the goal to prepare students for success in college, career and community.
6. The delivery of the program to students within the Department may include one of three organizational structures depending on the number of program students: (a) All students are enrolled in the program; principal and teachers are dual qualified. (b) Majority of students are enrolled in the program; principal and teachers are dual qualified; those students not in the program would be taught in English under supervision of the school's principal; and, (c) Students are offered a Kaiapuni Educational Program in an English medium school. Only the teachers teaching the Kaiapuni classes are required to be dual qualified. This policy shall not apply to teachers currently employed by the Department and/or Charter Schools prior to February 18, 2014, and may be waived on an individual basis by the Superintendent of Education as circumstances warrant.
7. Each Kaiapuni School shall comply with all applicable BOE policies, rules and regulations.

This policy is applicable to Kaiapuni charter schools. A charter school may request a waiver of this policy from the BOE.



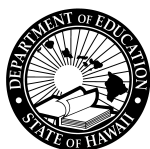
## APPENDIX B

### HAWAIIAN LANGUAGE EDUCATION TIMELINE

The timeline below lists the major benchmarks of Ka Papahana Kaiapuni starting from 1826 to current BOE policy, which mandates the teaching of Hawaiian culture and language in the public schools.

*"Na wai ho'i ka 'ole o ke akamai, he alanui i ma'a i ka hele 'ia e o'u mau mākuu." Na Liholiho*

YEAR	EVENT
1826	Missionaries standardize the Hawaiian alphabet and develop the Hawaiian orthography.
1831	Lahainaluna Lāhaināluna Seminary is established on Maui by the American Board of Commissioners of Foreign Missions as a teacher training college taught in the medium of Hawaiian language. It is the first college west of the Rockies (Lahaina Restoration Foundation, 2015).
1840	The Hawaiian Kingdom promulgates its first written constitution, in the Hawaiian language, establishing a public compulsory education system for children between the ages of six and fifteen. The law also provides for a Hawaiian language school wherever "parents having fifteen or more children suitable to attend school live close together." Hawai'i is the first nation to make education compulsory.
1850	Previous to 1826, the Hawaiian language is mainly a spoken language. Within 24 years of the introduction of basic Hawaiian orthography, "...literacy amongst Hawaiians was said to be universal" (Warner, 2001).
1893	The sovereign, independent government, the Kingdom of Hawai'i, recognized internationally, is overthrown by a small group of persons, including United States citizens assisted in their efforts by the United States Minister, a United States naval representative, and naval forces of the United States.
1896	Act of June 8, 1896, Chapter 57, Section 30 is enacted to limit the time that languages other than English can be used for instruction in the public school system. Until then, students were also taught in Hawaiian. Although this law does



not totally restrict the use of other languages, it effectively eliminates Hawaiian in the public school system and supports the belief that a good education could only be acquired through programs conducted in English. (Walk, 2007)

- 1978 State Constitutional Convention. The Hawaiian language is given official status in the State Constitution. The study of “Hawaiiana” is accorded special promotion by the State.
- 1984 The first Punana Pūnana Leo private Hawaiian language immersion preschool opens in Kekaha, Kaua‘i.
- 1985 Punana Pūnana Leo o Honolulu opens in Kalihi, O‘ahu and Punana Pūnana Leo o Hilo opens on the island of Hawai‘i.
- 1986 Through lobbying efforts of Punana Pūnana Leo, parents, and Hawaiian language educators, HRS 298-2 is amended to allow for Hawaiian to be the medium of instruction in the public school system.
- 1987 The State Board of Education (BOE) and Superintendent Charles Toguchi approve the Hawaiian Language Immersion Program (*Ka Papahana Kaiapuni Hawai‘i*) on a pilot basis in two schools; Keaukaha Elementary School in Hilo and Waiau Elementary School in Pearl City, O‘ahu.
- 1989 The Hale Kuamo‘o is the Hawaiian Language Center within Ka Haka ‘Ula ‘o Ke‘elikōlani of the University of Hawai‘i at Hilo. Established by the Hawai‘i State Legislature in 1989, the Hale Kuamo‘o is housed within the University of Hawai‘i at Hilo. the centerIt supports and encourages the expansion of the Hawaiian language as a medium of communication in education, business, government and other contexts of social life in the public and private sectors of Hawai‘i and beyond. through curriculum and resources production. Its present home, Ka Haka ‘Ula o Ke‘elikōlani, is later established in 1997.

Ke Kula Kaiapuni o Maui ma Pā‘ia is the first Kaiapuni school established on Maui island.

Ke Kula Kaiapuni ‘o Kapa‘a on Kaua‘i is established at Kapa‘a Elementary. It will eventually grow to later include satellite sites at Kapa‘a Middle School as well as Kapa‘a High School.



1990 'Aha Kauleo Kaiapuni Hawai'i, the Hawaiian Language Immersion Program advisory council, is established by the BOE.

The BOE approves *Ka Papahana Kaiapuni Hawai'i* as a regular instructional K-12 program, instead of a pilot.

Ke Kula Kaiapuni 'o Pū'ōhala in Kāne'ōhe, O'ahu opens its doors in the Fall.

1993 Ke Kula Kaiapuni 'o Kualapu'u on Moloka'i opens late in the school year in February.

1994 The Long-Range Plan for the Hawaiian Language Immersion Program is created and approved by the BOE. [16]

Ke Kula Kaiapuni 'o Nānākuli opens its doors.

1995 K-8 students move from Waiau Elementary School to Anuenue Ānuenue School in PaloloPālolo, O'ahu; the first K-12 *Papahana Kaiapuni* site in Hawai'i. Nāawahīokalani'opuōpu'u is established at the old Henry Opukahaia School site at Kea'au, Hawai'i.

Classes are offered to Ke Kula Kaiapuni Hawai'i o Kona students in Papa Mālaa'o at the Pūnana Leo o Kona.

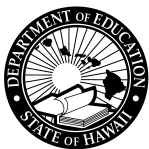
1996 Ke Kula Kaiapuni o Maui ma Kalama opens its doors for further the Kaiapuni education of in-coming seventh graders from Pā'ia.

1998 The Department creates the Hawaiian Language Immersion Program Educational Specialist position. This position is housed in the branch of the Department that provides curriculum and instructional support to public schools.

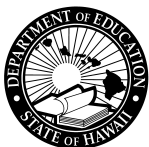
In-coming Kaiapuni ninth-graders from Kalama enter Ke Kula Kaiapuni 'o Kekaulike, Maui's only high school immersion program.

Ke Kula Kaiapuni o Hau'ula is established on O'ahu.

Ke Kula Niihau o Kekaha is established in Kekaha, Kaua'i.



- 1999 The first two classes of students in Ka Papahana Kaiapuni schools graduate at Ke Kula Kaiapuni 'o Ānuenuenu, in Pālolo, O'ahu and at Ke Kula 'o Nawahīokalani'ōpu'u in Hilo, Hawai'i.
- Kaiapuni opens at Moloka'i High and Intermediate School.
- 2000 'Aha Kauleo Kaiapuni Hawai'i, an organization operating under its by-laws, ceases to be active.
- Princess Nāhi'ena'ena in Lāhainā begins their Kaiapuni program.
- Ke Kula o Kamakau Lab PCS opens in Kailua, O'ahu.
- 2001 Hawaiian Studies and Language Program Policy 2104 is passed. The Board of Education recognizes that appropriate support for and coordination of Hawaiian Studies and Language program is needed to educate all students and ensure the perpetuation of the culture and language of Hawai'i.
- Ke Kula Kaiapuni o Keaukaha in Hilo becomes a conversion charter school named Ka 'Umeke Kā'eo.
- Ke Kula Niihau o Kekaha receives its charter to begin instruction in the Niihau dialect of Hawaiian.
- 2002 'Ehunuikaimalino is established as a stand-alone K-12 Kaiapuni site on the old campus of Konawaena Elementary, taking the place of Ke Kula Kaiapuni Hawai'i o Kona.
- 2003 Ke Kula Kaiapuni o Hawai'i 'o Kahuku Academy opens its doors for in-coming intermediate Kaiapuni students at Kahuku Intermediate and High School.
- 2004 HLIP students in Grades 3 and 4 are subjected to a translated version of an English standardized-test. In an unprecedented move by Superintendent Patricia Hamamoto, the translated test is cancelled and a move to develop a more appropriate assessment tool is launched.
- Ke Kula Kaiapuni o Kualapu'u becomes a charter conversion school.



2006 The pilot version of the Hawai'i Aligned Portfolio Assessment (HAPA) is administered to kaiapuni students in Grades 3 and 4. The project is led by Dr. Sarah Gronna, Educational Specialist, Student Assessment Section, Puanani Wilhelm, Administrator, Hawaiian Studies and Language Program Section, and Dr. Don Burger of Pacific Resources for Education and Learning. The HAPA administration assists kaiapuni schools into developing an understanding of student learning within the kaiapuni context.

2008 The Hawaiian Language Immersion Program celebrates 20 years of kaiapuni education within the Department of Education. A series of events are held throughout the school year with a culminating celebration at the Hawai'i Convention Center in May 2008.

Kawaikini Charter School is established on Kaua'i, ending Ke Kula Kaiapuni o Kapa'a. Some students elect to finish out their high school years at Kapa'a High School instead.

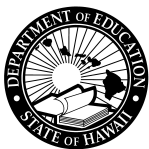
2011 The Department reverts back to testing students in HLIP Grades 3 and 4 using a translated version of the Hawai'i State Assessment for Reading and Math, including Science for Grade 4 only. The decision proves to be controversial and results in stakeholder outcry.

2011 The 'Aha Kauleo is reactivated as a forum to address issues facing the kaiapuni schools and Hawaiian medium education.

2013 Board of Education (BOE) Chariman Don Horner and member Cheryl Lupenui convene a special advisory committee to the Board whose responsibility is the drafting of new BOE policy for kaiapuni schools.

2014 In February, a new and more rigorous BOE Policy 2105 is passed unanimously by the Board of Education.

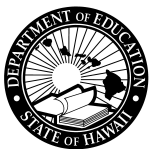
The Department of Education secures a Memorandum of Agreement with the University of Hawai'i, College of Education. Dr. Kalehua Krug heads the team tasked with creating an appropriate Hawaiian Language-based assessment for grades 3 and 4 in Language Arts and Math.



The Department of Education received the first-of-its-kind federal waiver to prevent double-testing for Hawaiian immersion third and fourth grade students.

Ke Kula Kaiapuni o Lāhainā offers an immersion program to in-coming Kaiapuni sixth graders.

- 2015 The Office of Hawaiian Education in the HDOE is officially established in February, elevating its status as a section in the Office of Curriculum, Instruction and Student Support Services (OCISS) to an office under the Superintendent's Office.
- 2015 Dr. Krug and his team complete, pilot and administer a field test in May in record time. Scoring sessions are held over the summer to obtain data about the test.



## APPENDIX C

### EXAMPLES OF LANGUAGE COMMITMENTS IN PRACTICE:

#### What should a person see happening in a school?

**Fully develop and implement Hawaiian language & literacy as close as possible to native-like ability.**

- Teachers will continuously seek out opportunities to strive for native-like fluency.
- Schools will provide models of native speakers and/or native-like speakers.
- Students will have the ability to produce, perform, and critically engage in the analysis of chants, songs, and stories according to Hawaiian oral traditions as well as contemporary practices.
- Students will have the ability to read traditional and contemporary Hawaiian stories.
- Students will write in traditional and contemporary forms of writing.

**Develop and utilize Hawaiian pedagogies of teaching and learning language in daily instruction.**

In order to normalize this commitment in practice, focus should be placed on the development of appropriate teaching methods that:

- Target Hawaiian language acquisition for all learners;
- Support the development of language skills targeting native---like fluency and usage;
- Align with Hawaiian traditions and perspectives.

**Conduct daily instruction, operations, and administration in an ‘ōlelo Hawai‘i environment.**

The ability to recognize and capitalize on learning opportunities can be found throughout the school day and in all school activities. Department functions at all levels of the system should include direction that:

- Fosters an environment of learning & speaking in Hawaiian for the entire system and school community;



- Provides professional development opportunities on Hawaiian language and culture for staff at all levels of the Department;
- Aligns curricular & instructional decision-making to support high levels of Hawaiian language proficiency
- Ensures that students can communicate effectively in Hawaiian language in all contexts
- Ensures minimum Hawaiian language qualifications can be met for any teaching staff that is required to plan and/or deliver instruction to Kaiapuni students.

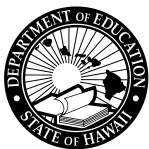
**Align Kaiapuni curricular resource development and implementation to the 'Ōlelo Core Value statement.**

Evaluate present curricular materials and support relevant curricular resource development to align to high standards of Hawaiian language use

- Include specific and intentional language goals in curricular resource development
- Train and empower teachers to implement new curricular resources
- Equip teachers with necessary tools to align instruction with 'ōlelo core value statement

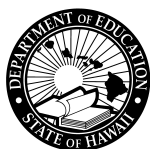
**Support and expand research specific to Hawaiian language and Kaiapuni.**

- Lexicon development and re-evaluation (including examination of recently created words and reinstating existing traditional words)
- Language acquisition (seeking an understanding of effective and efficient pedagogy for language acquisition and culturally-based techniques)
- Investigate idioms and contexts for usage
- Collect oral and aural proficiency data
- Examine and document language shifts and trends starting from the first recordings of the Hawaiian language to present day
- Gather data on Kaiapuni
- Incorporate language research from around the world to strengthen understandings about the Hawaiian language learning and teaching
- Disseminate and incorporate research findings into Kaiapuni pedagogy and curriculum

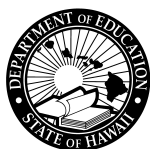


**OPTIMUM CONDITIONS FOR LANGUAGE SUCCESS  
& IMPORTANT CONSIDERATIONS**

<b>High Proficiency Level</b>	<b>Ideal</b>	<b>Considerations</b>
	Well-prepared and culturally-appropriate language instruction for grades K-12 to develop high proficiency levels of communication	Establish Hawaiian language literacy standards and benchmarks for K-12.
<b>Teacher Quality</b>	HLIP teachers should: (a) possess fluent, close to native-like authenticity; (b) have strong cultural and educational background; and (c) desire to continue educational and cultural growth.	The job of the HLIP teacher is very demanding. Since the majority of HLIP teachers do not have degrees both in Hawaiian language and education, it is very difficult to find qualified immersion teachers. Also, a four-year college degree does NOT ensure a native-like speaker of Hawaiian.
		Selecting a qualified HLIP teacher is one of the greatest factors of successful language acquisition.
		Please consider these recommendations when hiring HLIP teachers: (1) Teachers must be at least fluent but ideally possess native ability. (2) Teachers must be able to demonstrate various deliveries of instruction. (3) Teachers must be able to assess language and behavioral needs. (4) Teachers must have a strong cultural knowledge in various fields such as: lauhala weaving, hula, genealogy, and so forth. (5) Teachers must have a desire to strengthen themselves as cultural practitioners in and out of class.
<b>Deliberate Strategies</b>	Instruction will be in the Hawaiian language	Instruction should be organized in terms of concrete experiences. Visuals,



		props, hands on activities are integral components of instruction.
	Instruction is Hawaiian-standards based with established benchmarks for K-12 <b>and</b> focused on individual/collective student achievement and performance.	Please consider collaborating and/or creating instructional materials to assist teachers in HLIP strategies.
<b>Professional Development</b>	Teacher preparation and professional development includes second-language acquisition instructional strategies and cultural learning.	In the past, second-language learning was not permissible as professional development or teacher preparation.
		Please encourage administrators in written form to be knowledgeable and sensitive to HLIP teacher/professional development.
<b>Routine and Repetition</b>	Effective routine(s) and repetition(s) in various settings.	Exposure to Hawaiian language outside of the classroom is limited. Furthermore, most HLIP students begin their education with a limited knowledge of vocabulary, i.e. names of certain animals or some colors.
		Please consider a focus on creating routines and repetitions dealing with phrases and grammatical structure that are based on Hawaiian thinking and perspective.
<b>Flexibility</b>	The DOE will encourage adjustments and accommodations to facilitate the process of Immersion education.	A generalized approach to HLIP administration accompanied by outside mandates often times jeopardize the success of the HLIP program. Immersion's educational needs vary from that of English education since HLIP needs are specific to immersion and language medium education.
		Please consider allowing HLIP students and teachers flexibility in the language acquisition process.



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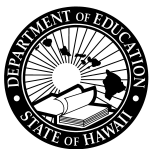
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Vendor List Order Form (VLOF)

HIDOE Vendor List No. \_\_\_\_\_

Instructions

- Schools/Offices review the Vendor List for detailed instructions and to view approved Contractor's menu/offerings.
- Schools/Offices may request quotations to obtain information needed to complete this VLOF.
- School/Office completes this VLOF specifying details of order, payment schedule, etc.
- Principal or Responsible Administrator authorizes/approves order; services may commence upon approval.
- School transmits copy of approved VLOF to Contractor; Contractor acknowledges receipt.
- School/Payor issues Purchase Order (reference VL# in approval field of PO).
- Upon satisfactory delivery of order, Contractor submits invoice in accordance with PO and approved VLOF.
- Provided changes, adjustments, corrections, and/or revisions are legible and clear, they be made directly on this VLOF.
- Any changes must be initialed and dated by the DOE Principal/Administrator.

**Section A - Contractor Information**

Contractor:		Date VLOF transmitted:	
Name of Contact:		Via (enter email address or fax#):	

**Section B - DOE Purchaser Identification**

School Name:		Requestor/Contact Name:	
Delivery Address: <small>(school address, city, zip)</small>		Contact's Phone Number:	
		Contact's email address:	
Bill to Name & Address (if different):		Billing Contact Name & Number (SASA or Acct Clerk):	

**Section C - Order Details**

	Description <small>(include service dates if available, if not stated on VLOF, service dates MUST be stated on PO)</small>	Rate/Price	Payment <small>(One time upon satisfactory delivery unless otherwise specified)</small>	PO Number <small>(optional field)</small>
1				
2				
3				
4				
5				
6				
<b>Total Price</b>		\$ -		

**Section D - Authorization/Approval** (services may commence upon approval)

Administrator Name (type)	Signature	Date