



STATE OF HAWAII
DEPARTMENT OF EDUCATION

P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

November 18, 2021

TO: The Honorable Kaimana Barcarse
Chairperson, Human Resources Committee

FROM: Keith T. Hayashi 
Interim Superintendent

SUBJECT: **Committee Action on Amendment to Final Agreement Between the Hawaii State Teachers Association the State of Hawaii Board of Education (July 1, 2021 – June 30, 2023): Gender Neutral Language**

1. EXECUTIVE SUMMARY

The Hawaii State Department of Education (Department) employs approximately 12,900 teachers, counselors, and librarians. The Hawaii State Teachers Association (HSTA) serves as the exclusive representative for all employees in Bargaining Unit 5 (BU5).

The State of Hawaii, Board of Education (Board), Department, and the HSTA recently concluded negotiations for the BU5 successor agreement for the period of July 1, 2021 through June 30, 2023.

Since the conclusion of the BU5 negotiations, the Department and the HSTA have been involved in discussions regarding the inclusion of gender neutral language into the BU5 contract, which would require non-substantive changes to certain terminology contained therein.

2. BACKGROUND

At its July 15, 2021, Special Meeting, the Board authorized the Board Chairperson to execute the final HSTA agreement effective July 1, 2021 through June 30, 2023. At that

meeting, the Department informed the Board that it planned to continue discussions with the HSTA on any new and/or renewal Memorandum of Understanding and bring forth any additional mutual agreements later. Since then, the Department has met with the HSTA and is proposing the following non-cost item:

Gender Neutral Language

In an effort to align the BU5 contract with a more inclusive tone that better reflects the values of the people of the State of Hawaii, the Board, Department, and HSTA have agreed to make non-substantive adjustments to the language of the BU5 contract. This language adjustment renders the contract's content gender-neutral and has no substantive effect on the existing articles. The new language is meant to foster a work environment that promotes acceptance, support, and inclusivity of all employees.

3. DISCUSSION

Gender neutral language adjustments were made throughout the document to replace masculine pronouns currently in the BU5 contract and to avoid gender specificity. The new language will also provide a foundation for promoting gender equality while mitigating gender bias in the workplace.

The proposed modifications made have no impact on the substantive effect of the articles as previously agreed to by the parties.

4. DISCUSS ANY FINANCIAL IMPACT

This is a non-cost item that does not have a financial impact on the Department.

5. RECOMMENDATION

The Department recommends that the Board approve the amended BU5 contract to render its language gender-neutral.

KTH:sb

Attachment: HSTA BU5 contract with proposed highlighted changes

AGREEMENT BETWEEN THE



HAWAII STATE TEACHERS ASSOCIATION

AND THE



STATE OF HAWAII
BOARD OF EDUCATION
July 1, 2021 – June 30, 2023

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ARTICLE I - RECOGNITION

- A.** This Agreement is entered into this 1st day of July 2021 by and between the State of Hawaii, Board of Education, hereinafter called the "Employer" as defined in Section 89-2(9), Hawaii Revised Statutes (HRS), and the Hawaii State Teachers Association, hereinafter called the "Association."
- B.** Teachers who accept a temporary assignment as an Educational Officer (EO) for ninety (90) days or more shall be temporarily moved out of Bargaining Unit 05 for the remainder of their appointment. Starting from the time of the temporary assignment and throughout its duration, the teacher's bargaining unit seniority in Unit 05 shall be frozen. Upon return to a Bargaining Unit 05 position, all seniority, and rights shall be unfrozen. Return to the same medical plans and with the same insurance contribution rates may not be possible.

When a teacher is on temporary assignment as an EO for less than ninety (90) days, she/he they shall continue to be represented by the Association in all collective bargaining matters, except when the performance of such duties as a temporary EO relate to personnel-related matters involving DOE employees. In those instances where such a conflict of interest is present, the teacher on temporary assignment as an EO shall not be entitled to union representation.

Pursuant to certification by the Hawaii Labor Relations Board in Case Number 1, the Employer recognizes the Association for the purpose of collective bargaining pursuant to the Hawaii Public Employment Act, as the exclusive representative of a unit consisting of teachers and other personnel of the Department of Education (DOE) under the same salary schedule, pursuant to Section 302A-624, HRS.

EXCLUDING: Part-Time Teachers (as defined by Section 89-6, HRS); Substitute Teachers, Adult Education Teachers except those on annual contract, Summer School Teachers, Summer School Supportive Staff (Counselors, Librarians, etc.); Special Contract Teachers (Consultants, Special Projects, Workshop Teachers, etc.); ROTC Instructors, Driver Training and Educational Instructors, Public Law (PL) 89-10 Chapter 1 (not on regular teachers' salary schedule); Language Arts Lay Readers; Non-Teacher Athletic Coaches; Home/Hospital Instruction Teachers (as defined by Section 89-6, HRS); Non-Teachers, Non-Athletic Activities Supervisors; Part-Time Advisors, PL 89-10 Chapter 1 (Drop Out Program); Civil Defense Teachers; National Teachers Corps Interns; Student Teachers; Vocational Home Economics Teachers (as defined by Section 89-6, HRS); and Vocational Agriculture Teachers (as defined by Section 89-6, HRS).

It is understood that references to teachers shall include all bargaining unit members unless specifically noted otherwise.

ARTICLE II - NON-DISCRIMINATION

- A.** The Employer agrees not to interfere with, restrain or coerce any employee of the Employer in the exercise of rights guaranteed in Chapter 89, HRS, including the right to refrain from joining or assisting any employee organization.
- B.** The Association agrees to continue to admit persons to membership without regard to the basis of race, creed, color, national origin, sex, marital status or disability, and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization.

The Association agrees not to interfere with, restrain or coerce any employee of the Employer in the exercise of rights guaranteed in Chapter 89, HRS, including the right to refrain from joining or assisting any employee organization. The Association agrees not to encourage any other person or organization to interfere, restrain or coerce any employee of the Employer in the exercise of rights guaranteed in HRS 89, including the right to refrain from joining or assisting any employee organization.

The Association agrees further to deal through its own procedures with any member of the Association who interferes, restrains or coerces any employee of the Employer in the exercise of rights guaranteed in Chapter 89, HRS, including the right to refrain from joining or assisting any employee organization.

- C.** Further, the Employer agrees not to discriminate against any employee of Bargaining Unit 5 with regard to race, creed, color, national origin, sex, marital status or disability, or any other way as prohibited by law.
- D.** The Employer and the Association recognize that individuals with disabilities may require reasonable accommodations in accordance with the Americans with Disabilities Act of 1990 (ADA).

ARTICLE III - NEGOTIATING RULES

- A.** The size of each negotiating team shall be determined by each party to the negotiations except as limited by statute.
- B.** Either party may, if it so desires, utilize the services of outside consultants and call upon professional and lay representatives to assist in negotiations.
- C.** The parties to the negotiations shall meet at reasonable times at a mutually agreed upon place.
- D.** When an agenda for negotiations is completed and accepted by both parties, no additions may be included unless approved by both parties.

- E.** The length of each meeting shall be set at the time the agenda is established; however, any meeting may be adjourned at the request of either party.
- F.** A caucus may be called by either party at any time.
- G.** The spokesman for each party shall be co-chairmen of the meetings.
- H.** No verbatim transcripts shall be kept nor recordings made of the meetings. Each side may keep notes of the proceedings.
- I.** All items agreed to are agreed to tentatively pending final disposition of all items being negotiated.

ARTICLE IV - ASSOCIATION RIGHTS

A. EMPLOYER INFORMATION

In addition to any obligation under Chapter 89, HRS, to furnish information in its possession, the Employer will furnish such other information in its possession, in response to reasonable requests by the Association which will assist the Association in effectively representing the teacher in the collective bargaining process and in the processing of grievances. Any information personal in nature and confidential to any particular teacher and which the Employer is not obligated to furnish under Chapter 89, HRS, may not be disclosed by the Employer unless written prior approval of the individual concerned has been given. The Employer need not perform compilation of facts or information for the purpose of responding to such Association requests.

However, in the event that the Employer does agree to compile facts or information in response to an Association request, the Association shall pay all extra costs incurred as a result of such compilation including, but not limited to, labor, printing, duplicating and distribution costs.

The Superintendent or designee shall prepare a list of informational items which may be given, upon request, to an Association UniServ Director by a Complex Area Superintendent (CAS) and/or principal. The list of informational items may be updated periodically.

B. ASSOCIATION REPRESENTATIVES

Association representatives will be permitted to transact official Association business with individual teachers on school property at reasonable times, provided permission is secured from the principal or designee.

Permission will be granted provided such entry does not interfere with teachers while teaching or on duty supervising students. The Association representative

seeking entry need not disclose the nature of the business other than the fact that it is official Association business.

The Association will furnish in writing to the Superintendent a list of authorized Association representatives and maintain its currency. It is understood that references to Association representatives shall include other titles such as field representatives, union representatives, and UniServ Directors.

Should the principal, vice-principal, or supervisor require verification of the authorized Association representative, the Association shall provide such verification, prior to transacting official Association business on school property.

C. EQUIPMENT AND FACILITIES

The Association school representatives shall be granted, upon request when not otherwise in use, the reasonable use of school copying and communication equipment; however, school business shall have priority. Such equipment shall not be removed from the school premises by the Association representative. Access to the internet and electronic mail may also be allowed when feasible. The Association will reimburse the Employer for any school materials and supplies used. The Association shall also be responsible for any additional fees and/or charges incurred by the school directly associated with usage by the Association of such equipment including telephone charges as well as rental charges, if applicable.

The faculty association in each school may hold meetings in each school. The Association shall pay for any custodial costs incurred for such meetings if such custodial services are provided beyond the custodian's normal workday.

The Association shall be entitled to the use of school equipment and facilities under the same terms and conditions as other Type III organizations as set forth in Title 8, Chapter 39 of the Hawaii Administrative Rules (HAR), with the exception that the Association shall pay for any custodial costs incurred for such meetings only if such custodial services are provided beyond the custodian's normal work day.

D. BULLETIN BOARD

The Association shall be assigned a 3 x 4 foot space on the bulletin boards in the DOE district offices for use exclusively by the Association.

The Association shall have in each school, where bulletin board space exists, the exclusive use of the staff bulletin board which shall be at least 3 x 4 feet in area. The bulletin board shall be located in the most convenient and reasonable place as mutually determined by the Association school representative and the school administrator. In the event a mutual agreement is not reached, the principal shall make the final determination.

E. USE OF MAIL BOXES AND BULLETIN BOARDS

The Association shall have the right to use school mailboxes. Items that may be placed upon said bulletin boards shall be restricted to: 1) meeting notices; 2) notice of social and/or recreational events; 3) elections and appointments; 4) Association services; 5) progress reports on commissions and committees; 6) Association legislative programs; 7) news clippings; 8) messages from officers and/or boards; 9) social messages, e.g., Christmas greetings; 10) directories, i.e., names and numbers to call for services; 11) names of faculty representatives and UniServ Directors; 12) information on Association organizational structure; 13) affiliate and/or cooperating organizational notices; and 14) community service notices.

The CAS shall have removed from mailboxes (except U.S. mail) and bulletin boards any material that is abusive, libelous, or any material in violation of Standard Practices Regulation #5510 in effect on the execution date of the Agreement.

F. ORIENTATION

In any orientation program for new teachers, the Employer shall announce and inform new teachers that the Association is the exclusive representative of all members in the bargaining unit and that the Association will explain the services available to the teachers after the conclusion of the orientation program.

G. EXCLUSIVITY

The rights and privileges of the Association as the exclusive collective bargaining representative and the rights and privileges accorded to the Association in this Agreement shall not be granted or extended to any competing labor organization for the duration of this Agreement except as directed by the Hawaii Labor Relations Board, court decision or order, or applicable statute.

H. BOARD OF EDUCATION

The Association shall receive three (3) copies of the official agenda at least twenty-four (24) hours prior to each regularly scheduled Board of Education meeting.

The Association shall receive three (3) copies of the approved minutes at the same time they are made available to the Board of Education members but in no case more than one (1) month from the date of approval.

The Association may request items be placed on regular Board of Education meeting agenda in accordance with rules governing the conduct of the meeting. A designee of the Association may speak on any issue before the Board of Education before a vote is taken in accordance with the rules governing the conduct of the meeting.

The Board of Education or its designee(s) shall make every reasonable effort to consult and confer with representatives of the Association prior to effecting changes in any policy or regulation affecting bargaining unit employee relations.

I. SCHOOL FACULTY HANDBOOK

A copy of the school faculty handbook, when available, will be provided to each Association school representative at that school. Association school representatives will be provided the opportunity to examine the final draft copies of such handbooks prior to their being printed in final form.

A copy of each school faculty handbook, where available, shall be given to the appropriate Association UniServ Director.

J. ASSOCIATION POLICY COMMITTEE (APC)

In each school, an Association Policy Committee (APC) will be recognized by the Employer. This committee may consist of not more than four (4) teachers from that school. For a school with more than fifty (50) faculty members, this committee may consist of not more than six (6) members from that school.

The principal will meet and discuss with the committee such topics as the following: excursion procedures, student rules, activity policies, monitors, extracurricular policies, intraschool communications, school forms, fund raising projects and matters which may be subject to discussion under Section 89-9(c), HRS.

Meetings and committee activities will be conducted in such a manner that they will not interfere with classroom instruction.

K. SCHOOL FACULTY MEETING

The Association shall be granted no less than fifteen (15) minutes immediately after the conclusion of a faculty meeting to present such items as determined by the Association faculty representative. This time may or may not be within the teachers' workday.

In addition, the Association faculty representative or teachers may request that items concerning educational issues be placed on the agenda of faculty meetings. The school administrator or supervisor shall consider such requests as time allows. He They will attempt to schedule in the faculty meeting those items which he they feels are relevant and appropriate.

L. PERSONNEL PACKET

The Association shall have the right to place a letter outlining its collective bargaining services and membership information in the personnel packet to all new teachers. The packet shall contain a copy of this Agreement.

M. ASSOCIATION BUILDING MEETING

Association meetings may begin after the completion of the teachers' workday.

N. ASSOCIATION FACULTY REPRESENTATIVE

The Association will furnish in writing to the Superintendent a list of the authorized faculty representatives in each school where a representative has been appointed and maintain its currency.

O. ASSOCIATION PRESIDENT

Any teacher elected President of the Association shall be eligible for leave without pay (equivalent to three [3] years) and one (1) leave without pay extension (equivalent to three [3] years). The President shall continue to enjoy the Employer's contribution to his their medical, dental, and life insurance programs, and shall accrue DOE service credit for the period of the leave(s). The President of the Association will maintain a guarantee to his their school as entitled for such time as he is they are on leave and/or one (1) leave extension while serving as President of the Association. When the President returns from the leave, he they shall be placed in the appropriate range/step of the salary schedule as if he they had remained in service. This provision shall be limited to the President of the Association.

ARTICLE V - GRIEVANCE PROCEDURE**A. DEFINITION**

Any claim by the Association or a teacher that there has been a violation, misinterpretation or misapplication of a specific term or terms of this Agreement shall be a grievance.

B. GRIEVING PARTY

Only teachers or their certified bargaining representative shall have the right to institute and process grievances under this Article.

C. TIME LIMITS

All limits shall consist of school days, Monday through Friday, except that when a grievance is submitted on or after June 1, and before the first work day of the next school year, time limits shall consist of all week days, Monday through Friday, so that matters may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. There shall be no obligation by the Employer to consider any grievance not filed or appealed in a timely manner. The parties may mutually agree in writing to extend the twenty (20) day time limits to file a grievance at the informal step of the grievance procedure for a period not to exceed ten (10) days.

In the event that the Employer processes a complaint which may not be properly defined as a grievance as set forth, the Employer shall not be stopped from rejecting such complaint on that basis at a later date, except as provided in Section G-4, or

refusing to process the complaint further provided that such disputes shall be provided under Section H-5.

Either party may seek a waiver to the timelines established in the grievance and arbitration procedures. The mutual agreement to waive the timelines and establish a new timeline must be in writing. If a time limit is missed and no written waiver exists, the parties will revert to the contractual timelines and move the grievance to the next level up to and including arbitration.

D. ASSOCIATION REPRESENTATION – RIGHT TO PRESENT A GRIEVANCE

Upon selection and certification by the Association, the Board shall recognize an Association grievance representative in each school on the following ratio: one (1) Association grievance representative for each school with up through one hundred (100) members of the bargaining unit; two (2) Association grievance representatives for schools with over one hundred (100) members of the bargaining unit.

An individual teacher of the bargaining unit may present a grievance at any time to the Employer and have the grievance heard without intervention of the Association, provided that the Association is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Insofar as possible, grievance investigation and handling will not interfere with classroom instruction. However, for grievance meetings beyond the school level, grievance representatives, individual grievants and other necessary parties in interest who are bargaining unit personnel shall be given release time as provided in Article XXVI during the day without loss of pay or benefits to attend such meetings if held during the work day.

Grievance meetings beyond the school day shall be held at times mutually convenient for the Employer and the grievant.

The Association will furnish in writing to the Superintendent a list of authorized Association grievance representative(s) in each school and maintain its currency.

E. INFORMAL DISCUSSION

Any teacher or the Association, in cases of an Association grievance, may institute a grievance by notifying the principal or immediate supervisor of such and shall meet with the principal or immediate supervisor on an informal basis for the purpose of discussing and attempting to settle the matter. When requested by the teacher, the Association grievance representative may intervene to assist.

F. MEDIATION

If a claim made by the Association or teacher of a violation, misinterpretation or misapplication of this Agreement has not been satisfactorily resolved at any Step of the grievance procedure, either party may present a written request for mediation to the other party. Upon receipt of the request, the receiving party shall respond in writing to the requesting party within five (5) days of receipt.

- (1)** The Department of Education (DOE) and the Association or teacher must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, the time lines and procedures contained in this Agreement shall be suspended for no more than ten (10) days to accommodate the mediation process.
- (2)** Within five (5) days following the agreement by the DOE and the Association to mediate the grievance, the respective parties shall appoint a joint mediation team composed of one (1) DOE representative and one (1) Association representative. No mediation team shall be directly involved in representational matters within the district in which the grievance arose.
- (3)** The parties shall share equally the expenses of the mediation.
- (4)** The grievant shall have the right to be present at the mediation session(s).
- (5)** The mediators shall have the authority to caucus separately with either party, but shall not have the authority to compel the resolution of a grievance. The mediation process shall be limited to five (5) days from the date of selection, unless both parties mutually agree to extend this limit.
- (6)** Proceedings before the mediators shall be informal in nature. There shall be no formal rules of evidence, no transcript or any formal record of the conference(s) or meeting(s). The mediators shall be instructed not to make public any information relating to or arising from the mediation process.
- (7)** If no settlement is reached in mediation within the specified time limit, the Association or teacher shall notify the DOE of its intent to proceed with the next step of the grievance procedure and the grievance timeline shall be reinstated.
- (8)** In the event that a mediated grievance is appealed to the next step or arbitration, there shall be no reference to the fact that a mediation conference was or was not held.

G. STEP 1

- (1)** If the matter is not settled on an informal basis in a manner satisfactory to the teacher involved, then the teacher or the certified bargaining representative may institute a formal grievance by setting forth in writing on the form set forth in Appendix I, the nature of the complaint, the specific term or provision of the Agreement allegedly violated and the remedy sought.
- (2)** The grievance must be presented to the CAS or Assistant Superintendent in the case of State Office teachers, in writing within twenty (20) days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) days after the alleged violation first became known or should have become known to the teacher involved.
- (3)** The CAS or Assistant Superintendent in the case of State Office teachers shall hold a meeting within five (5) days of receipt of the grievance, for the purpose of obtaining evidence pertaining to the grievance and for the purpose of attempting to settle the matter. Attendance in the Step 1 meeting shall be limited to all decision makers associated with the grievance (i.e. CAS/AS, PRO, principal/supervisor), the Association representative, and the grievant; unless otherwise mutually agreed upon. The decision will be in writing and delivered to the grieving party within five (5) days after the meeting.
- (4)** If the answer to the grievance in Step 1 meeting is not delivered within five (5) days or does not satisfactorily resolve the matter, then the Association may appeal such decision to arbitration. However, by mutual agreement between the association and the Superintendent or designee, the Association may appeal a grievance to Step 2.

H. STEP 2

- (1)** Any grievance involving suspensions, terminations, or class grievances involving teachers from more than one school shall be filed with the Superintendent or designee in writing within twenty (20) days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) days after the alleged violation first became known or should have become known to the teacher involved. The Superintendent or designee shall hold a meeting within five (5) days.
- (2)** If by mutual agreement by the parties a grievance is appealed from Step 1 of the grievance procedure, the Superintendent or designee shall hold a meeting within five (5) days of receipt of the Step 2 grievance.

- (3) The grievance must be set forth in writing on a form set forth in Appendix I and specifically state which portion of the answer to the grievance in Step 1 is being appealed and the remedy sought.
- (4) The parties shall not have the right to present different allegations than those presented at the Step 1 meeting.
- (5) The Superintendent or designee's answer to the grievance shall be in writing and delivered to the grieving party within five (5) days after the meeting.

I. ARBITRATION

If a claim made by the Association or teacher has not been satisfactorily resolved, the Association may present a request for arbitration of the grievance within ten (10) days after the receipt of the decision.

- (1) Representatives of the parties shall immediately attempt to select an arbitrator. If the parties have not appointed an arbitrator within two (2) weeks from the receipt of the request for arbitration, the parties will request from the Hawaii Labor Relations Board a list of five (5) names from the register of arbitrators.

The arbitrator shall be chosen by the parties by alternately striking one (1) name at a time from the list. The first party to scratch a name shall be determined by lot. The arbitrator whose name remains on the list shall serve for that case. By mutual agreement, the parties may select a permanent umpire to serve on all cases.

The arbitration hearing shall commence within forty-five (45) days from the Association's official notification to the Employer that the case is going to arbitration. The parties may mutually agree to a written waiver of the timelines. The arbitrator(s) to be selected must agree to the schedule.

In making a decision on a case, the arbitrator shall not have the authority to consider any facts not in evidence, nor shall the arbitrator add to, subtract from, delete, or in any way amend or modify any term or condition of the Collective Bargaining Agreement. The arbitrator's decision shall be in writing and shall contain the rationale supporting the decision. The decision will be final and binding on the parties.

- (2) The voluntary labor arbitration rules of the American Arbitration Association as amended and in effect during the life of this Agreement shall apply to the proceedings except as otherwise provided herein or as otherwise amended by mutual agreement.

- (3)** The arbitration shall comply with the American Arbitration Association time limits unless the parties agree in writing to a waiver. The waiver shall not extend the timelines beyond six (6) months. If there are extraordinary circumstances, the arbitrator may request a waiver. This provision shall be provided to the arbitrator before **his** **their** agreement to arbitrate.
 - (4)** The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association, including the cost of the arbitrator's transcript if one is requested by the arbitrator. Each party will pay the cost of presenting its own case.
 - (5)** If the Employer disputes the arbitrability of any grievance submitted to arbitration, the arbitrator shall first determine the question of arbitrability. If the arbitrator finds that it is not arbitrable, the grievance shall be referred back to the parties without decision or recommendation on its merits.
 - (6)** When the arbitrator finds that any disciplinary action was improper, the action may be set aside, reduced or otherwise modified by the arbitrator. The arbitrator may award back pay to compensate the teacher wholly or partially for any salary lost. Such back pay award shall be offset by all other compensation received by the grievant(s) including but not limited to unemployment compensation or wages.
 - (7)** The Arbitrator shall not consider different allegations than those presented at the Step 1 and Step 2 meeting.
- J.** The Employer acknowledges the right of the Association's grievance representative to represent any grievant at any level if so requested by the grievant.
 - K.** The Employer and Association by mutual written agreement may waive Steps 1 and 2 of the Grievance Procedure and proceed with arbitration. In addition, the parties may voluntarily and mutually agree to mediation at any time prior to arbitration.
 - L.** No reprisals of any kind will be taken by the Employer or the school administration against any teacher because of **his/her** **their** participation in this Grievance Procedure.
 - M.** All documents, communication and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
 - N.** The Employer has the right to suspend, demote, discharge or take other disciplinary action against a teacher for proper cause.

- O.** Disciplinary action taken against any teacher shall be for proper cause and shall be subject to the Grievance Procedure.
- P.** Expedited Grievances: Mediation or an expedited grievance procedure shall be used for class grievances involving teachers from more than one school, suspensions, and or terminations of teachers. The informal discussion and/or Step 1 of the grievance procedure shall be waived.
- Q.** Arbitration: If the grievance goes to arbitration, the arbitration process may be either conventional or expedited. If expedited arbitration is used, either party shall have the right to file closing briefs.

ARTICLE VI - TEACHING CONDITIONS AND HOURS

A. CLASS SIZE COMMITTEE

- 1.** A joint class size committee shall be established within four (4) weeks after the execution date of this Agreement. The committee shall consist of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Association.
- 2.** Alternates or replacements of committee members shall be the sole prerogative of the party involved. No decision of the committee shall be binding if one or more of the committee members is not present when the decision is made. Further, the committee is authorized to hear and investigate complaints regarding class size and make recommendations to the Superintendent regarding such complaints.
- 3.** The committee shall have authority to recommend to the Superintendent specific changes to be made to accomplish its objectives. The Superintendent shall implement the recommendations in each case as soon as possible.
- 4.** In the event that a majority vote on a decision of the committee is not forthcoming within ten (10) days after the consideration of the issue, the Association may have the matter submitted to an arbitrator selected by the parties as set forth in Article V, Section H-Arbitration, of this Agreement. The arbitration will be conducted in accordance with Article V, Section H, of this Agreement.
- 5.** The Employer will furnish all relevant information requested by the committee.
- 6.** The Employer agrees to maintain the average statewide class size ratio of 26.15 to 1.

7. For position allocation purposes, special education students, with the exception of those in self-contained classes, shall be counted as both regular students and special education students.
8. For position allocation purposes, special education students in integrated self-contained classes shall be counted as one-half of regular students and as full count of special education students.

B. LESSON PLANS

Teachers responsible for the instruction of students shall prepare legibly written or typewritten lesson plans, the form and content of which will remain discretionary with the teacher. Lesson plans will be made available to the principal upon request. There will be no requirement of a regular and periodic submission of lesson plans.

A teacher absent five (5) days or less shall make lesson plans available to the substitute(s). Such plans shall contain basic information with which the substitute(s) can conduct the class(es). After the fifth day, the teacher, following notification to the school administrator, may have the substitute(s) prepare subsequent lesson plans during the period of the absence.

C. SIGN IN

A teacher may be required to check in by initialing to indicate presence.

D. WORK TIME

1. Regular Work Day

- a. The regular work day shall be defined as the amount of time per day that teachers shall be required to be present at their assigned place of work during such days as determined by the Employer.
- b. The regular work day shall consist of seven (7) hours.

2. Flexible Work Time

- a. Teachers may be required to participate in in-service training, school program planning and assessment, or principal-teacher evaluation conferences beyond the regular work day through the use of a flexible work time schedule.
- b. The Employer may modify the regular work day within any scheduled quarterly cycle provided the total number of required work hours in the scheduled quarterly cycle does not exceed seven (7) times (x) the number of working days in the cycle.
- c. The flexible work time within a scheduled quarterly cycle shall be administered as follows:

- 1) Multiples of fifteen (15) minute blocks of time up to ninety (90) minutes contiguous to the regular work day may be added.
 - 2) In no event shall a flexible work day extend beyond 4:30 p.m.
 - 3) A preparation period shall not be used by the Employer in the implementation of the flexible work time schedule, or the activities listed in 2(a) above, unless teacher initiated.
 - 4) In exchange for the flexible work time, teachers shall be granted an equivalent amount of early release time within the same quarterly cycle during the time normally scheduled for faculty meetings.
- d. This section shall be administered exclusive of the provisions contained in Article VI - Section AA - School-Related Activities.

E. CONSECUTIVE INSTRUCTIONAL TIME

Teachers shall not be required to teach more than one hundred eighty (180) consecutive minutes without a break, lunch or recess.

A break or recess of not less than fifteen (15) minutes in length shall be provided. This break or recess shall be duty free except for the period when teachers are assigned supervision of students on a rotation basis, with the understanding that no less than five (5) minutes of a break is accorded the teacher-on-duty as personal time. Teachers may be assigned supervision no more than once every five (5) days or no more than one-fifth (1/5) of the total days per quarter, except in those small schools wherein it would be impractical or prohibitive to do so.

F. SUBJECT MATTER AND GRADE LEVEL

Teachers in an intermediate, middle or senior high school with an enrollment of more than five hundred (500) shall not be required to teach in more than two (2) subject matter fields as set forth in Standard Practices Regulation #5301 and not more than two (2) academic levels. Academic level shall be defined as grade level.

Exceptions may be made for multi-level courses which are open to more than one grade level or in special teaching programs. The assignment of teachers shall be in conformance with Article VII - Assignments and Transfers.

In determining individual teaching programs, principals will consult and confer with teachers within the department or grade levels in intermediate, middle and/or high schools in conformance with this section.

In the event of unusual circumstances, which require deviations from this section, the Association and Employer may examine the situation and mutually agree to the exception.

G. OPEN SUPPLY ROOMS

Open supply rooms shall exist in each school where feasible.

H. EQUIPMENT

1. The Employer, within budgeting limitations, shall provide teachers, including traveling teachers based at a school, with desks, which have lockable drawer space.
2. Chalkboard/whiteboard space in classrooms shall conform within reasonable confines with State Educational Specifications.
3. The Employer shall provide to each teacher a copy of all texts used in each of the courses ~~he is~~ they are to teach. Within budget limitations, the Employer will endeavor to provide basic textbooks for students.
4. The Employer shall provide gym uniforms and tank suits for physical education teachers, smocks for art and home economics teachers, lab coats for laboratory science teachers and shop coats for vocational and industrial arts teachers. Laundering shall be the responsibility of the teachers. In addition, the Employer shall reimburse physical education teachers and marching band directors up to \$50.00 a year for caps and sunblocks.
5. The Employer, within budgeting and space limitations, shall provide each teacher with closet space to store personal articles.
6. Within budget limitations, the Employer will endeavor to maintain classroom equipment, machinery and tools in proper working order.

I. PARKING

Parking facilities shall be provided for teacher use where parking facilities exist. Priority in parking shall be given to teachers over students, parents and visitors.

J. SPECIFICATIONS

The Association shall have the right to consult with the Employer concerning the specifications of proposed schoolrooms and facilities as contained in State Educational Specifications.

K. CAMPUS LEAVE

After signing out (indicating purpose and destination), a teacher may leave the campus or work site during any period of time ~~he is~~ they are not teaching,

supervising students or scheduled for other activities to attend to necessary work-related activities.

L. PREPARATION EQUIPMENT

There shall be available in each school, within budgeting limitations, adequate typing, word processing computers, software, printing, duplicating facilities, and other equipment to aid teachers in the preparation of instructional material.

The teachers and principal in each school shall develop a check-out system in order to provide individual teachers access to preparation equipment before and after regular school hours.

Teachers should take appropriate steps to insure their personal safety when working before and after school hours.

M. TRAVELING TEACHERS

Schedules of teachers who are assigned to more than one school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of interschool travel.

Teachers who may be required to use their automobiles, motorcycles or motor scooters in the performance of their duties and teachers who are assigned more than one (1) school per day shall be reimbursed for such travel at the standard mileage rate prescribed by the Internal Revenue Service for the use of automobiles; thirty-and-one-half cents (30.5¢) for the use of motorcycles; and nineteen-and-one-half cents (19.5¢) for the use of motor scooters for all driving done between arrival at **his their** first school at the beginning of **his their** work day and departure from **his their** base school at the end of the work day. However, if the distance from the teacher's home to **his their** first location or from the teacher's last location to **his their** home is greater than the distance between the teacher's home and **his their** base school, **he they** shall be reimbursed for the difference at the prevailing rate.

The administration shall designate a traveling teacher's base school. Whenever practical and where space is available, the base school shall be one of the teachers' assigned schools which is closest to **his their** home as of the first day of the school year.

Teachers required in the course of their work to drive their personal automobile, motorcycle or motor scooter from one school to another shall be reimbursed at the above rates. The same allowance shall be given for the use of personal vehicles for official business of the district as designated by the CAS.

Except as modified by this Article, Title 3, Chapter 10 of the Hawaii Administrative Rules, shall remain applicable for the duration of this Agreement.

When teachers are required to travel on official business to other islands within the State of Hawaii, they shall be provided with a travel allowance of ninety dollars (\$90) per twenty-four (24) hour day. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day (1/4) periods measured from midnight. In computing the amount of per diem, the official travel time shall begin sixty (60) minutes before the scheduled flight departure time and shall end upon the teacher's return to his their home airport. This computation shall be applicable to all trips, including one-day trips (leaving and returning on the same day) however, in the case of one-day trips, the allowable claim shall not exceed two (2) quarter-day periods.

When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

When teachers are required to travel on official business to areas outside the State of Hawaii, they shall be provided a per diem of one hundred forty-five dollars (\$145) per twenty-four (24) hour day. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin no later than twenty-four (24) hours prior to the time the teacher is to be at work at the out-of-state destination. The teacher shall be scheduled to arrive at the out-of-state destination (applicable airport) at least ten (10) hours before reporting for duty. The official travel time shall end upon the teacher's return to his their home airport. All calculations will be based on Hawaiian Standard Time.

When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

Included in the per diem rate designated in paragraphs six (6) and eight (8) shall be a daily allowance for commercial lodging. For intrastate travel, this lodging allowance shall be fifty dollars (\$50) per twenty-four (24) hour day. For out-of-state travel, this allowance shall be eighty-five dollars (\$85) per twenty-four (24) hour day.

Whenever a teacher's commercial lodging cost exceeds the applicable lodging allowance, the teacher shall be entitled to an additional amount added to his their per diem. This amount shall be equal to the difference of the actual daily cost of commercial lodging and the applicable allowance provided herein, multiplied by the number of days spent on commercial lodging. Unless otherwise waived by the Employer, requests for commercial lodging expenses in excess of the lodging allowance shall be pre-approved in advance of the teacher's trip.

Whenever possible, teachers shall receive advanced per diem for official travel. The Employer shall reimburse teachers who request reimbursement for excess lodging expenses as soon as possible.

In order to provide freedom of choice in meal consumption, the teacher shall not have **his their** per diem reduced on the basis of meals included in the conference programs.

N. SUBSTITUTE TEACHERS

Teachers shall not be required to substitute nor be responsible for classes or students from classes of other absent teachers.

Counselors, librarians, registrars and other special service personnel may have the option of requesting a qualified substitute. With the concurrence of the principal, librarians in schools with one (1) librarian shall be granted substitutes on request.

A list of available substitutes shall be given to a teacher upon request. Teachers may submit the names of substitutes they wish to place on a priority list for the school to the principal.

A substitute teacher may be authorized on a conditional basis by the CAS or designee when a classroom teacher is on a field trip, an athletic coaching assignment or a Visitation Day. The teacher(s) who sponsors, teaches or supervises the student group on an approved activity shall be considered the primary chaperone(s). The primary chaperone(s) shall have first priority in receiving a substitute under the existing guidelines.

O. COLLECTION OF MONIES

Teachers shall not be required to collect monies for any school or community activity except for activities initiated by teachers.

P. FUND RAISING

Teacher participation in school and community fund raising projects shall be voluntary.

Q. RESPONSIBILITY FOR MONIES COLLECTED

Monies collected for classroom projects, field trips, etc., shall be turned in to the office prior to 11:00 a.m. whenever possible in order to meet the armored car pick-up schedule. Those teachers collecting monies in classes which meet after 11:00 a.m. and who cannot collect monies prior to the armored car pick-up schedule may turn such monies in to the administration office. A teacher who has adhered to the procedure outlined above shall not be required to keep school monies in **his their** classroom, on **his their** person or at **his their** home overnight.

R. EVALUATION OF STUDENTS/GRADING PREPARATION

A teacher's evaluation of a student shall not be changed. In addition to the teacher's evaluation, it is recognized that an administrator may make a separate evaluation of a student. In the event that an administrator makes a separate evaluation of a student, a written explanation shall be attached to the administrator's evaluation and a copy of the administrator's explanation forwarded to the teacher of the affected student.

The deadline for the submittal of grades shall be no earlier than end of the work day on the fourth student day following the end of each quarter except for the fourth quarter. Fourth quarter grades shall be completed by the end of the teachers' last work day. Teachers who presently have more time to submit grades at the end of a quarter or semester shall not lose that time.

S. CLASSROOM INTERRUPTIONS

Classroom interruptions shall be minimized.

The Employer shall make reasonable efforts to eliminate excessive noise-producing activities during the school day. Assistance of other agencies may be sought if necessary to eliminate noise-producing activities.

T. STUDENT MEDICATION

Teachers shall not administer student medication.

U. CLEANING AND MAINTENANCE OF BUILDINGS

The Employer shall be responsible for the maintenance and cleanliness of the campus, classrooms and offices.

A teacher who submits a request to the principal or supervisor for repair and/or maintenance shall, upon request, be provided a copy of the official request form before it is sent to the District Office. A copy of the form which is returned to the principal or supervisor with the disposition noted or the work order attached shall be given to the initiating teacher upon request.

In the absence of a response to the repair and maintenance request within a reasonable length of time, the teacher may appeal in writing to CAS who will respond to the teacher within a reasonable length of time.

V. CONFIDENTIAL INFORMATION

Counselors, psychological examiners or outreach counselors shall not be required to divulge confidential information.

Counselors shall be provided a space to provide counseling services in a confidential

manner. Their workspace shall contain a lockable file cabinet to adequately secure confidential information.

W. SPECIAL SERVICES PERSONNEL

Special Services Personnel shall have the right to confer with the professional staff of any assigned school with the approval of the administrator of the school. Such approval shall not be unreasonably denied.

X. PREPARATION PERIODS

1. Purpose of Preparation Period and Determining Its Use

A preparation period shall be for the pursuit of personally initiated school tasks in preparing for instruction, evaluating students, and performing other instructionally related activities. A preparation period shall not be used for personal or Association business or activities. In all schools, each teacher shall determine where and how s/he they will utilize the preparation period in a manner that is consistent with this article.

2. Types of Preparation Periods

Preparation periods may be either "common" or "floating." A common preparation period is one that is scheduled outside of the instructional day for all teachers at a school, such as at the end or the beginning of the day. A floating preparation period is one that is scheduled within the instructional day, the specific period which may vary from teacher to teacher.

3. Length of Preparation Period

a. Classroom teachers shall have no less than 225 aggregate minutes of preparation periods scheduled by the Employer during the teacher's regular work week. A preparation period shall consist of a continuous block of time of not less than forty-five (45) minutes. However, in cases where the scheduled single preparation period exceeds forty-five (45) minutes, the excess minutes shall be considered preparation time. Preparation periods, if scheduled at the end of the day, may be more than forty-five (45) if scheduling allows.

b. Up to six (6) teacher's preparation periods may be used per semester at the discretion of the Employer to provide in-service training, school program planning and assessment or to attend principal-teacher conferences. The Employer shall provide reasonable advanced notice. The Employer shall early release teachers for a full preparation period for each whole or partial

preparation period utilized under this section. The teacher shall notify the principal of the day(s) ~~he has~~ they have selected for early release. The early release should not conflict with a previously scheduled use of the preparation period under this section. Early release days may be consecutive but must be taken within the semester. The Association and the Employer shall meet at the end of each semester to monitor this provision. This provision shall also apply to certificated support personnel.

4. Additional Preparation Time

A teacher in an intermediate, middle or senior high school with an enrollment of five hundred (500) or less may be granted additional preparation time if the teacher has more than two (2) academic levels and two (2) subject matter fields as provided in Article VI, Section F - Subject Matter and Grade Level, subject to the approval of the CAS.

5. Early Morning Preparation Periods

- a.** A teacher at a school with common preparation periods scheduled at the end of the student day may elect to have an early morning preparation period by notifying the appropriate administrator or supervisor by school quarters.
- b.** Early morning preparation periods shall not be scheduled on faculty meeting days and on days when training or other activities as provided for in the Agreement have been scheduled contiguous to the work day.
 - i.** The provisions of Article VI, Section D.2-Flexible Work Time and Section X-Preparation Periods, in the Agreement shall be applicable to teachers scheduled for early morning preparation periods.
 - ii.** With reasonable notice (at least two [2] days in advance), afternoon events, meetings and/or in-service training activities, as provided for in the Agreement, may be scheduled at which the attendance of all teachers shall be mandatory. Teachers on early morning preparation period shall observe an afternoon preparation period and shall attend the scheduled event, training activity or meeting.
 - iii.** If problems arise in implementing this early morning preparation provision (e.g., repeated tardiness or nonattendance at principal-

scheduled afternoon events, meetings and/or in-service training activities, etc.) as provided for within the Agreement, the principal may suspend a teacher's early morning preparation period until a mutually satisfactory resolution is reached. If a resolution cannot be reached within twenty (20) working days, the principal may rescind approval of that teacher's early morning preparation period.

6. The Employer shall not be required to alter the work schedules of other employees in order to accommodate teachers scheduled for early morning preparation periods. The Employer shall not be required to hire additional security personnel or make special provisions regarding the access to facilities and equipment.
7. Sign Out
Each teacher shall sign out if ~~s/he is~~ **they are** leaving campus before the end of ~~her/his~~ **their** workday.
8. Emergencies
In the event that emergencies such as gang activity, a fire or other incidents that affect students' health and safety occur or are rumored to occur, teachers shall assist in the implementation of the school's emergency plan.

Y. DUTY FREE LUNCH PERIOD

Teachers shall be provided with a duty free lunch period of no less than thirty (30) minutes. The remaining time in excess of any single thirty (30) minute lunch period shall also be duty free except in those small schools wherein it would be impractical or prohibitive to do so, with respect to those teachers assigned campus and/or playground supervision of students on a rotating basis.

A teacher may leave the campus during ~~his~~ **their** duty free lunch period.

Z. NON-PROFESSIONAL DUTIES

It is acknowledged by the parties that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

The Employer will make every reasonable effort to relieve teachers of performing

non-professional duties by providing, wherever possible, supplementary assistance as funds and personnel become available.

The non-professional chores connected with lunch duty, custodial duties and supervision of students performing custodial duties shall be eliminated from the teachers' job responsibilities. In addition, Grade Level Chairs in elementary schools and Department Chairs/Heads in secondary schools without the extra preparation period, shall not have yard duty except in those small schools wherein it would be impractical or prohibitive to do so.

Further, no member of the bargaining unit shall be required to balance or maintain daily registers, collect lunch money or inspect bathrooms or restrooms on any scheduled basis. However, teachers shall be responsible for maintaining accurate attendance records for students in their classes. The principal may schedule teachers on a rotation basis to supervise students outside the classroom. Teachers who assume frequent school-related activities, wherever possible, shall be given relief from non-professional duties.

When given reasonable advance notice by the teacher, the Employer shall, within operational limitations, provide appropriate assistance in the moving and arranging of classroom furniture, equipment and boxes of supplies.

AA. SCHOOL-RELATED ACTIVITIES

The parties recognize that teachers, as part of their professional obligations, must devote considerable time outside of school hours to prepare for instruction. The parties recognize further that, in addition to such professional obligations, teachers have a supplemental professional obligation to participate in a reasonable amount of school-related activities; however, such participation is best achieved when it is accomplished on a voluntary basis. In addition, the parties recognize that community involvement in the same school-related activities is also desirable.

Teacher participation in school-related activities beyond the school day shall be on a voluntary basis. The Employer shall first attempt to seek sufficient volunteers from the faculty and the community. If sufficient volunteers are not available to cover such school-related activities, the principal shall attempt to assign such work on a fair and equitable basis but with proper regard to job and skill requirements. Such assignments shall not be made as rewards or penalties. Furthermore, assignments will not be made if such work impairs a teacher's health or safety or causes undue personal hardship. Assignments will be made as far in advance as possible under the circumstances.

The Association Policy Committee (APC) shall meet with the school administrator for the purpose of reviewing and discussing an approved list of student activities, a procedure for approving new student activities, a calendar of student activities and criteria for teacher participation in student activities.

Further, a school's program shall provide for:

1. the performance of school-related activities where possible within the school day;
2. release of teachers wherever possible during their non-instructional time before the end of the school day on the day(s) when assuming assigned or voluntary duties which require activity after the work day;
3. the relief from non-professional duties for teachers wherever possible who assume frequent school-related activity requirements; and
4. the early release of students for parent-teacher conference as provided for in the Standard Practices Regulation #4510.3.

Alleged violations of this provision concerning school-related activities beyond the school day shall be subject to the Grievance Procedure provided for in this Agreement.

School-related activities for the purpose of this section shall mean parent-teacher conferences, advising student clubs and supervising student activities. However, in no event shall a teacher be assigned to the following activities:

1. dances that are not semi-formals, formals, proms, balls or banquets;
2. intermediate or middle school dances during non-school hours, unless associated with a banquet;
3. athletic events; and
4. non-charter club activities. Volunteering for a non-charter school activity does not fulfill the obligation under section AA.

School-related activities under section AA are subject to agreement between the APC and the school administrator.

BB. TEACHER-IN-CHARGE

No teacher shall be assigned responsibility for supervising or administering any school. However, in an emergency or in those schools not large enough to have a

full-time principal or in a school without a vice principal, when a principal is absent, a teacher may be designated as the teacher-in-charge of the school and be paid a differential of eight percent (8%) above the teacher's base salary for the period designated.

A teacher may also be designated as a stand-by teacher-in-charge within a predetermined chain of command within the school consisting of employees who are designated to have authority and responsibility to assume administrative duties which normally would have been done by an administrator had **he they** been on campus. A stand-by teacher-in-charge shall be paid a minimum of two (2) hours based on \$2.50 per hour. Teachers shall be compensated for any additional hours beyond the minimum two (2) hours at the same rate. The Employer shall make every effort to reduce the frequency of assigning teachers-in-charge.

CC. WORK TIME DISTRIBUTION, WEEKLY TOTALS WITHIN THE 7-HOUR DAY, 5-DAY WEEK

1. Self-Contained Classes

- a.** Fourteen hundred fifteen (1415) minutes of instructional time per work week.
- b.** Two hundred twenty-five (225) minutes of preparation time per work week in blocks of not, less than forty-five (45) continuous minutes during the teachers' regular work day except as provided for in Article VI, Section X.1-Preparation Periods.
- c.** One hundred fifty (150) minutes of duty free lunch periods per work week in blocks of not less than thirty (30) continuous minutes during the teachers' regular work day except as provided for in Article VI, Section Y-Duty Free Lunch Period.
- d.** Three hundred ten (310) minutes to be used during the work week exclusively for:
 - (1)** all faculty meetings
 - (2)** departmental meetings
 - (3)** grade level meetings
 - (4)** curriculum meetings
 - (5)** passing time
 - (6)** opening and closing time
 - (7)** recess
 - (8)** homeroom
 - (9)** scheduled activity periods on a voluntary basis
 - (10)** study hall

2. Departmental Classes

- a. Twelve hundred eighty-five (1285) minutes of instructional time per work week.
- b. Two hundred twenty-five (225) minutes of preparation time per work week in blocks of not less than forty-five (45) continuous minutes during the teachers' regular work day, except as provided for in Article VI, Section X.1-Preparation Periods.
- c. One hundred fifty (150) minutes of duty free lunch periods per work week in blocks of not less than thirty (30) continuous minutes during the teachers' regular work day except as provided for in Article VI, Section Y-Duty Free Lunch Period.
- d. Four hundred forty (440) minutes to be used during the work week exclusively for:
 - (1) all faculty meetings
 - (2) departmental meetings
 - (3) grade level meetings
 - (4) curriculum meetings
 - (5) passing time
 - (6) opening and closing time
 - (7) recess
 - (8) homeroom
 - (9) scheduled activity periods on a voluntary basis
 - (10) study hall

DD. WORK LOAD (TEACHING SCHEDULES)

- 1. To further support schools in their standards-based reform initiatives, as well as the need for additional instructional time, the parties agree that school faculties may implement rotating, block or other non-traditional schedules by redistributing teachers' work time as delineated in Article VI-CC.
- 2. Any redistribution of teachers' work time which results in varying lengths of the school day may not exceed an aggregate of the thirty-five (35) hour work week. Appropriately scheduled faculty meetings, departmental meetings, grade level/curricular meetings, and team planning meetings, etc. may be provided for in this redistribution of teachers' work times.
- 3. The change in weekly assignments or the implementation of rotating, block or other non-traditional schedules shall be determined through an open,

democratic, and collaborative process.

- 4.** In determining each school's schedule, the following four criteria shall be met:
 - a.** Secondary students shall have access to coursework in order to earn more than 6 credits per year. Elementary students shall have expanded course offerings.
 - b.** Teachers shall have expanded opportunities for planning, collaboration, and professional development.
 - c.** All schedules shall comply with HRS section 302A-251 (Act 167 (2010) as amended by Act 52 (2011)).
 - d.** All schedules shall comply with Article VI of the Collective Bargaining Agreement.
- 5.** Implementation of this provision shall require a collaborative process involving all active bargaining unit members at the school and the administration.
- 6.** Principals shall work with the leadership group to develop a schedule for the school that meets the above criteria and the needs of the particular school. Development of the schedule shall be done through a collaborative process involving all active bargaining unit members at the school and the administration. The schedule may be one of four or more Department-approved model schedules, developed with input with the Association.
- 7.** If all active bargaining unit members and the administration achieve consensus, the schedule shall be adopted for the school. For the purpose of this decision, consensus has been reached when all bargaining members in the school agree that their points of view have been heard and understood and that they can live with the decision.
- 8.** If consensus is not achieved, then the principal shall put the proposed schedule to a vote of the active bargaining unit members. The schedule shall be adopted if approved by 66 2/3% of the members voting. If the vote is not approved by 66 2/3%, the principal shall select a schedule from the DOE-developed model schedules.

EE. SUPPORT PERSONNEL (WORK DAY; RELIEF BREAKS; TIME FOR WORK-RELATED TASKS)

1. Support personnel shall be defined as teachers who do not have scheduled preparation periods. These teachers include but are not limited to counselors, librarians, registrars, student activities coordinators (SACs) and student services coordinators (SSCs).
2. The regular work day for support personnel shall be the same work day as for all other members of the bargaining unit.
3. The Employer shall provide a duty free relief break of twenty (20) minutes per day for support personnel.
4. Support personnel shall be afforded necessary time to independently accomplish work-related tasks that need to be performed during the week. Such time shall be mutually agreed upon by the employee and the principal.
5. Support personnel may have a flexible work schedule(s) with different start and finish times from classroom teachers that conforms with a seven (7) hour work day, subject to the supervisor's approval.
6. The Board and the Association recognize that State and District Resource Teachers may conduct in-service training activities on non-work days. Therefore, the parties agree that these teachers, their work schedules permitting, shall have the flexibility to modify their work week. Supervisors of these teachers shall assist in accomplishing this flexible scheduling. Modified schedules shall be subject to the supervisor's approval.

FF. TEACHING TEAMS

Teaching teams shall be formed by mutual agreement of team members when practical.

GG. TEMPORARY CHANGE OF WORK STATION

When a teacher undergoes a temporary change in work station (e.g., attendance at a workshop activity or special meeting, participation in field trips or other student-related activities, participation in other DOE-sponsored activities) **he they** shall follow the work schedule required for the activity.

HH. SPECIAL EDUCATION

1. Individualized Educational Programs (IEPs)

The parties recognize that the special educator's participation in the IEP process, as required by federal law, demands considerable time and

particularly impacts those special educators who service students in resource and integrated self-contained instructional arrangements.

In order to provide special educators with time to participate in the IEP process, a maximum of ten (10) early release days as provided in Standard Practices Regulation #4510.3 may be utilized.

2. Special Education Committee

The parties agree to maintain a Special Education Committee of no more than five (5) representatives appointed by the DOE and no more than five (5) representatives appointed by the Association.

This committee shall meet not less than four (4) times each school year for the purpose of fact-finding and problem-solving operational and working condition concerns such as:

- a.** the use of time within the instructional day for IEP meetings without disrupting students' schedules;
- b.** the use of school days for developing IEPs;
- c.** the modification of existing rules, procedures and practices relating to the development of IEPs; and
- d.** the need to decrease the length of IEP conferences.

Within budgetary limitations, the Employer shall endeavor to implement the recommendations of the committee. If the recommendations require additional funding, the Association agrees to support the DOE's legislative proposals to obtain such funding.

3. Computers and Appropriate Teaching Tools

The DOE shall provide computers or access to computers, telephones, appropriate teaching tools, for use in special education within budgetary limitations and where feasible. Computer software programs for use in special education and training in the use of the computer software programs shall be made available to the extent funding is available and in accordance with DOE priorities and capabilities.

4. Special Education/Rehabilitation Act/Section 504 Conferences

As provided in federal and state rules and procedures, teachers and parents shall arrange special education (IDEA) and/or Rehabilitation Act, Section 504 conferences by mutual agreement.

II. HALF-TIME TEACHERS

Half-time teachers shall be defined as part-time teachers and other personnel of the DOE under the same salary schedule who work less than twenty (20) hours a week

and who are equal to one-half (1/2) a full-time equivalent, except for Job Sharers as provided for under Section 302A-610, HRS.

The work schedules of half-time teachers shall be determined by the Employer, provided that the Employer shall make a reasonable attempt to schedule preparation time during such teachers' work week and daily lunch time (where appropriate). In recognition of the great variety of work schedules that may be assigned to half-time teachers, it is agreed that the work schedules of half-time teachers need not conform with one another as long as the total scheduled work time of a half-time teacher does not exceed seventeen and one-half (17.5) hours per week or the aggregate equivalent of one (1) full-time equivalency (FTE) over a two-week period except as provided for in the following section regarding compensation.

Half-time teachers shall be eligible for:

1. Compensation

Compensation shall be based on the rate of pay specified on the appropriate salary schedule as adjusted in accordance with the appropriate percentage of full-time equivalency.

2. Sick Leave

Sick leave benefits shall be granted in accordance with the following schedule but adjusted in accordance with the appropriate percentage of full-time equivalency:

**SICK LEAVE TABLE FROM STANDARD PRACTICES
REGULATION #5404**

Working Days Missed Since the Beginning of the School Year (WDMBSY)	Number of Sick Leave Days (NSLD)
0 - 17	18
18 - 35	16
36 - 53	14
54 - 62	12
63 - 80	10
81 - 98	9
99 - 116	7
117 - 134	5
135 - 162	3
163 - 171	2
172+	1
ALL DAYS MISSED	0

3. Personal and/or Professional Development Leave

Half-time teachers shall be granted six (6) adjusted personal and/or professional development leave days with pay per school year in accordance with the appropriate percentage of full-time equivalency in accordance with the provisions of this Agreement

4. Service Award

Half-time teachers shall accumulate service for service awards at the rate of one (1) month credit for every month of service.

5. Service Credit

Service credit for salary increment, longevity step credit, probationary service, time-in class, sabbatical leave eligibility, seniority in the school and seniority in the DOE shall be reviewed in terms of semesters. Each semester shall be earned in accordance with the specific applicable regulations.

Half-time teachers earn service credit in the same manner as teachers employed at one hundred percent (100%) full-time equivalency.

6. Tenured Rights Attained

Tenure rights shall continue in full force during periods of less than full-time employment.

Half-time teachers may earn tenure in the same manner as full-time teachers provided they complete the required probationary period satisfactorily and they are re-employed.

Tenured half-time teachers may seek transfers to both full-time as well as half-time positions through the assignment and transfer program. If staff reduction procedures are placed into effect, tenured half-time teachers participate as half-time employees. Staff reduction procedures and guidelines in effect shall continue. If half-time teachers are displaced from their half-time positions, they may be placed (if qualified) into other vacant half-time or full-time positions, or they may request to be realigned only with other half-time teachers in the school.

JJ. PROBATIONARY CREDIT

Probationary credit cannot be earned until a teacher has completed a State Approved Teacher Education Program and is properly licensed by the Hawaii Teacher Standards Board.

Teachers entering service and/or Instructors entering probationary status for the school year 2013-14 and thereafter, and holding a current and valid license from the Hawaii Teacher Standards Board will serve a minimum of six (6) semesters as a probationary period. Probationary teachers shall be evaluated through the same process and using the same instruments and measures as other teachers. Any probationary teacher receiving an unsatisfactory performance rating through an annual overall rating shall be dismissed. Any teacher rated as marginal in any annual

rating shall be given assistance to improve performance. If such teacher does not improve to effective or better in the year immediately following the marginal rating, such teacher shall be dismissed. Every probationary teacher must complete at least two consecutive annual overall ratings with a rating of effective or better in their last two years of probation in order to gain tenure within the six semesters of a probationary period. Any teacher completing probation and continuing employment with the Department shall receive a one-time incentive in the amount of \$2,500 in the school year following their successful completion of probation, no later than the first pay period following October 1. For those who complete probation at the end of the first semester, they will receive the one-time incentive no later than the first pay period following April 1.

All Hawaii Teacher Standard Board licensed teachers with National Board Certification Teacher (NBCT) certification shall serve a probation period of two (2) semesters in order to gain tenure.

ARTICLE VII - ASSIGNMENTS AND TRANSFERS

For the purpose of this article (Article VII), "school" shall mean any DOE facility where teachers are assigned.

Assignments and transfers shall be governed by this Article and by the policies, regulations and procedures as contained in the Standard Practices 5100 Series. Other relevant memoranda shall be posted in schools or administrative units or distributed to teachers as appropriate.

A. TEACHING LINES

During the third quarter of the school year, information such as the Special Education (SpEd) preliminary position allocation from the District Office, student course request tally, and resource allocation sheet shall be shared with the faculty to encourage and facilitate teacher input and collaborative planning to maximize quality student programming based upon student needs and requirements.

During the fourth quarter of the school year or earlier, the tentative teaching lines for the following school year shall be posted, in an area accessible to faculty members. Teachers may submit recommendations for changes to the school administrator through the department or grade level chairperson, or a teacher may submit written recommendations directly to the school administrator with a copy to the department or grade level chairperson.

Upon request, information regarding the current master schedule and/or the schedule itself shall be made available.

B. TENTATIVE MASTER SCHEDULE AND NOTIFICATION OF ASSIGNMENTS

The Tentative Master schedules for the following year shall be posted by the last day of the school year, and by that date, teachers shall be notified of their next year's assignment in writing.

Unassigned or transferred teachers will be given their assignments to schools when assigned and be given their teaching schedules as soon as possible.

In order to notify teachers of their employment and salary status for the ensuing school year, teachers shall receive their Form 5 no later than the last day of the school year or as soon as possible after consummation of transfers and/or new assignments.

Changes made to the Form 5 shall be reflected on the reverse side as soon as possible.

Changes in assignments within a school after the last day of the school year shall be made for the good of the educational program of that school and upon consultation with the teacher(s) affected.

C. ASSIGNMENT/TRANSFER SELECTION CRITERIA

Teachers shall not be assigned nor granted a transfer outside the scope of their teaching license and/or certificate and their major or minor field of study except for good reason.

A principal or immediate supervisor when making assignments or affecting transfers shall consider a teacher's qualifications for performing tasks related to the assignment such as certification and license; teaching skills; experience(s) and special ability(ies) related to the school program; and past performance including teacher evaluation and prior supervisors' reports.

When two (2) or more teachers apply for a vacancy, the Employer shall award the position to the teacher determined to be the most qualified to perform the duties related to that vacancy.

If it is determined that there is no material difference between qualifications of the applicants, then the Employer shall select or award the position to the teacher with the greatest length of service with the DOE. If the applicants are tied in the years

of state service, the applicant with the most district seniority shall be granted the position. If the candidates remain tied in seniority, a neutral method (such as flipping a coin) shall be used to select the candidate.

Any arbitration of such grievances arising during the transfer period (February through June) filed under this section shall be completed on or before July 15 of any school year, and the parties shall make every good faith effort to complete such arbitration prior to said date, to the end that no teaching position shall remain unfilled at the commencement of each semester.

Any other grievance arising out of Article VII-Assignments and Transfers, may be filed under and shall be processed in accordance with the procedures set forth in Article V-Grievance Procedure, of this Agreement.

D. SECONDARY TEACHERS IN SPECIALTY AREAS

Secondary teachers in specialty areas are those teachers in positions where there is no teacher certification. In the event of a staff reduction in a school, such specialty area positions shall not be available for realignment by the teacher(s) being reduced.

A specialty area teacher who does not wish to continue in **his** **their** position and whose performance is satisfactory will have the option to move in the same manner as any teacher who wishes to voluntarily move from a position. If a specialty area teacher's performance is rated marginal to unsatisfactory on **his** **their** evaluation, that teacher may be reassigned for proper cause, subject to the grievance procedure in Article V-Grievance Procedure, and according to the following guidelines:

1. **He** **The Teacher** may be placed in an appropriate vacancy in the school;
2. **He** **The Teacher** may exchange positions within the school with the principal's approval;
3. **He** **The Teacher** may apply for transfer; and
4. Absent the above, the teacher shall be placed on the district unassigned list.

E. STAFF REDUCTION

"Staff Reduction Guidelines for Certificated Personnel (Teacher Types)" dated December 2005 contained herein shall be amended by adding the additional paragraphs to read:

For the purposes of a staff reduction caused by drop in enrollment, returning leave teachers and/or other administrative actions requiring teachers to be moved from their schools in the current or subsequent school years, teachers shall be ranked in

their school, district office or other administrative unit by service time in the DOE in positions presently reflected by the definition of Bargaining Unit 5. Time as an educational officer shall not be counted toward service time.

Each administrator, at the beginning of the school year, shall generate a seniority listing reflecting service time in the DOE and, upon request, shall show any member of the bargaining unit where ~~he~~ ~~they~~ falls on the list.

In secondary schools, the department to which a teacher is assigned shall be designated on the school's seniority list. Teachers shall be ranked in the departments by length of service in the State of Hawaii. Should a staff reduction be necessary, the teacher in the department with the least number of years of service in the State shall be reduced. Any teacher so reduced, if certified in another area, shall have priority of placement over the least senior teacher in that department; however, a member of the bargaining unit shall not displace another member of the bargaining unit who has more service time in the DOE.

Should there be a tie in the application of the above procedure, the tied teachers will be ranked by the service time in the school or administrative unit.

Should there be a further tie, the teachers shall be ranked by service time within the district.

Should a tie further continue, the principal shall use a neutral method to break the tie, such as a flip of a coin.

Whenever there are staff reduced or district unassigned teachers, the District shall confer with them to explain the method of assigning such teachers. A teacher who is staff reduced or affected by other administrative action may submit, if ~~he~~ ~~they~~ so ~~desires~~ ~~desire~~, a preferred list of not more than three (3) schools, three (3) geographic areas within ~~his~~ ~~their~~ district, or other districts, to ~~his~~ ~~their~~ District Personnel Regional Officer within seven (7) calendar days.

Every reasonable attempt shall be made by the Employer to place the teacher in one of ~~his~~ ~~their~~ preferred areas. This teacher shall have priority for a vacant position in ~~his~~ ~~their~~ area of certification over less senior tenured teachers in similar situations. The Employer shall develop the procedures to implement the aforementioned provisions.

The Employer shall also provide to the Association the computer list reflecting service time in the DOE for members of the bargaining unit in each school or administrative unit and will provide updated lists as they are available.

District unassigned teachers shall not have priority for reassignment for Middle School vacancies. Vacancies occurring in the sixth (6th) grade in middle schools shall be subject to the normal Assignment and Transfer process. Staff reduced elementary teachers will maintain their option to seek a 6th grade vacancy.

Tenured teachers employed at a DOE school moving to conversion as a public charter school shall be afforded the option to be placed in another DOE school as an unassigned staff reduced teacher, pursuant to the current staff reduction guidelines. Priority placement for these teachers shall only be available during the Assignment and Transfer Period of the charter school conversion transition year.

F. TRANSFERS

1. Transfer Period

There shall be two (2) postings for all vacancies beginning no later than March 1 for the first posting and no later than April 12 for the second posting of each school year.

Any position currently filled by a tenured teacher requesting a transfer shall not be filled until that teacher has consummated a transfer.

The tentative teaching lines shall be posted no later than two (2) weeks prior to the start of the first posting.

2. Eligible Teachers

Tenured teachers are eligible to apply for a transfer.

Probationary teachers in their fifth and sixth semester of probation are eligible to apply for transfer in the first posting. If probationary teachers do not consummate transfers, they will be placed into existing vacant positions according to probationary rehiring priorities at that time.

3. Posting of Vacancies

The Employer shall endeavor to identify vacancies for transfer as early in the transfer period as possible. The term "vacancies" shall refer to and mean "bargaining unit vacancies."

The first posting shall be a two-week posting beginning no later than March 1 of each school year followed by a three-week break to allow administrators to complete interviews resulting from the first posting.

The second posting shall be a one-week posting beginning no later than April 12 of each school year. The second posting shall be followed by a two-week interview period.

All general education and special education positions occupied by non-licensed and non-tenured teachers shall be posted, except as noted in paragraph 4 below.

Schools/Office may advertise anticipated vacancies in the second posting due to resignation, retirement or separation from service. An applicant seeking to transfer into an anticipated vacant position will be treated as a "conditional transfer," and the transfer can only be consummated if the position becomes vacant. Should it not become vacant, the applicant will remain in his/her their position.

Each vacancy will be posted only once during the transfer period.

A list of appointments to all such bargaining unit vacancies shall be made available by the District to the Association upon written request of the latter. Other information shall be governed by Article IV, Section A - Employer Information.

In all postings of vacancies, limited term assignments shall be identified as such. The Employer shall, in writing if requested, explain fully the guarantees to which an active tenured teacher applying for a limited term assignment has if he they accepts the limited term assignment.

4. Status of Positions Occupied by Probationary Teachers

Probationary teachers shall remain in their position for the first, second, third, and fourth semester and their position shall not be posted. All positions occupied by a probationary 5, and 6 teacher shall be posted during the first posting period.

A probationary teacher shall not remain in place if there is a displaced tenured teacher with a license or state certificate for that position.

5. Vacancy Notification

For teachers presently not in active service but who are members of the bargaining unit, the Employer shall send each via mail a copy of the current postings of vacancies if said teachers provide the Employer with self-addressed, stamped envelopes for that purpose.

In addition, for all teachers, the Employer shall send each via mail a copy of the current posting of vacancies during the non-school months if said teachers provide the Employer with self-addressed, stamped envelopes for that purpose.

G. NEW POSITIONS

As positions are released, the Employer shall implement or generate appropriate procedures to accommodate the specific situations.

Vacant new positions created by the Legislature and allocated by the Governor, if not posted during the voluntary transfer period, shall be posted during a special single one-week posting period on or before June 30.

If the newly created positions are allocated to the DOE after June 30, both parties shall meet to discuss the vacancy posting date, which would end no later than July 31.

Subsequent vacancies created by this special single one-week posting shall not be posted.

H. AMENDMENTS AND/OR MODIFICATIONS TO ARTICLE VII

In the exercise of its management prerogative over the subject matter, the Employer may make modifications and amendments to the procedures wherever required by new or changing conditions or as otherwise deemed necessary by the Employer to effectuate an assignment and transfer procedure in the best interest of the school system. Any such modifications or amendments shall be completed by the Employer prior to the commencement of the assignment and transfer program for each school year and not later than the last working day of August of that school year. The Employer will give notice to the Association of all such modifications or amendments to the procedures by transmitting to the Association a true and correct copy of the modifications or amendments. If, in the opinion of the Association, the modifications or amendments adversely affect or materially impair any substantive rights of a teacher(s) as set forth or incorporated in Article VII - Assignments and Transfers, the Association will state its position or objection in writing within ten (10) calendar days from the receipt of such modifications or amendments.

The Employer will bargain in good faith with the Association on all points or objections raised by the Association against the modifications or amendments, but the Employer shall not be compelled to agree to any point or objection raised by the Association which the Employer in good faith believes would interfere with the right of the public employer to carry out its assignment and transfer program. If the parties cannot agree that the Association's objections or proposals do not so interfere, and the matter remains in impasse for fourteen (14) calendar days after the Employer's receipt of the Association's objections, the matter shall be submitted to final and binding arbitration in accordance with the procedures set forth in Article

V, Section I-Arbitration, of this Agreement, provided that: 1) no assignment or transfer under the procedures as modified and amended shall be carried out prior to a final and binding arbitration award, but 2) all disputes or impasses to be resolved by arbitration under this section must be completed on or before the last working day of September of the respective school year.

ARTICLE VIII - TEACHER PERFORMANCE

- A.** The parties recognize and agree that teacher performance plays an important role in the growth and development of students. Therefore, the evaluation of teacher performance should provide information pertinent to career development. To this end, the following procedural safeguards relating to teacher performance have been agreed to in an effort to accomplish the goal.

The parties agree that students and teachers deserve an effective education system which includes a quality evaluation system that provides tools teachers need to continuously tailor instruction, enhance practice and advance student learning.

B. TEACHER PERFORMANCE EVALUATION SYSTEM

The performance evaluation system, implemented statewide effective July 1, 2013, will result in an annual rating.

- C.** All formal evaluations of teachers shall be in writing. However, all evaluations of teachers, formal or otherwise, shall be governed by Article IX - Personnel Information. No teacher shall be required to sign a blank or incomplete form. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address-audio systems, audio recording, video recording, and similar devices for teacher evaluation shall be prohibited. However, a video recording of a teacher during instruction shall be permitted for mentoring, coaching and professional development purposes as long as the teacher consents and the video shall not be used for teacher evaluation purposes.
- D.** Teachers will be provided an orientation on the instrument that will be utilized. The orientation will include a review of the instrument, the process and criteria that will be applied. The teacher will be provided an electronic version of the instrument. Teachers will be provided notification of any amendments to the instrument via email.

- E.** A teacher shall be notified at least twenty-four (24) hours prior to an observation commencing.
- F.** Upon completion of the final evaluation, the evaluator will review/discuss the evaluation with the teacher.
- G.** Teachers will be provided a copy of any class visit or report prepared as a result of an observation at least the day before a conference to discuss it.
- H.** Teachers will be provided a copy of any class visit or report prepared as a result of an observation prior to a conference.
- I.** As appropriate and available, the Evaluator may require or provide teachers in need of assistance, support including but not limited to peer mentoring; recommended or prescribed coursework; or professional development activities. The cost of any prescribed coursework or professional development activities shall be borne by the Employer and shall not be used for reclassification.
- J.** Probationary and Temporary Teacher Appointment Agreement (TTAA) teachers at Multi-Track Year-Round Schools shall be evaluated during each track.
- K.** A teacher initially hired for the second semester shall not be marked marginal or unsatisfactory if there is insufficient time to conduct an evaluation and/or there is insufficient time for the teacher to improve **his** **their** performance. The teacher shall have **his** **their** evaluation period cycle extended into the next full semester of the next school year.
- L.** No teacher may be rated less than satisfactory or less than effective without proper documentation.
- M.** For salary increment purposes, tenured teachers in active service shall be assumed to have satisfactory or effective ratings for each school year unless specifically rated less than satisfactory or effective during that school year. Teachers rated effective will be deemed to have performed satisfactorily.
- N.** A teacher rated as less than satisfactory or less than "effective" shall receive final notification no later than the third Friday in May, unless the Employer and Association mutually agree to an alternate date.

A tenured teacher rated as marginal for two (2) consecutive years will be deemed

to have performed unsatisfactorily in the second consecutive year of being rated as marginal, provided the evaluator provided assistance and support as indicated in Article VIII, I.

- O.** A teacher who has been given an unsatisfactory rating may process a grievance except as provided for in Article VIII, Section P, paragraphs 2 and 3. A teacher whose unsatisfactory rating has been maintained through the grievance procedure as described in Article V shall be terminated.
- P.** No teacher shall be adversely evaluated without proper cause, but only adverse evaluations used as the basis for any disciplinary action against a tenured teacher shall be subject to the Grievance Procedure.

Any adverse evaluation used as the basis for any disciplinary action against a probationary teacher shall be subject to the Grievance Procedure up to but not including arbitration.

The non-renewal of a probationary or non-tenured teacher contract shall be at the discretion of the Employer and shall not be subject to the Grievance Procedure except for procedural defects. A probationary or non-tenured teacher whose contract is not renewed shall be given an opportunity for a hearing with the principal and an Association representative present if desired by the teacher, prior to the principal's recommendation of non-renewal.

Q. PERFORMANCE JUDGE

- 1.** The Association or a tenured teacher may appeal the decision of an unsatisfactory rating that results in termination by requesting mediation or filing a grievance at Step 2, as provided in Article V- Grievance Procedure.
- 2.** If the Association claims that an unsatisfactory evaluation rating resulting in termination issued by the Employer was not satisfactorily resolved at Step 2, the Association may serve a written notice to the Employer of its desire to proceed to the Performance Judge within ten (10) days after receipt of the Employer's decision at Step 2.
- 3.** The Employer and the Association shall jointly establish and mutually agree to a list of six (6) performance judges for the duration of this Agreement. The parties agree to keep the list current and updated, and by mutual agreement, may modify the Performance Judge list. The

Performance Judge list shall be established as follows:

- a.** The parties shall each submit a list of ten (10) names of people eligible to serve as a Performance Judge.
 - b.** A name that appears on both parties' list shall automatically be placed on the Performance Judge list.
 - c.** The parties shall determine, by a flip of the coin, which party shall have the first choice in deleting a name from each other's list.
 - d.** Each party shall continue to strike names from each other's list of names on an alternating basis until six (6) names shall be placed on the Performance Judge list.
- 4.** The parties shall select a Performance Judge within twenty (20) days after the Employer receives notice from the Association of its desire to proceed to the Performance Judge. If the parties are unable to mutually agree to a Performance Judge, the selection of the Performance Judge shall be made as follows:
 - a.** The parties shall delete names from the established Performance Judge list by striking names on an alternating basis until one name remains.
 - b.** The parties shall, by a flip of a coin, determine who shall have the first choice in deleting a name from the list of Performance Judges.
 - c.** The individual whose name remains on the list after the strike out process shall be designated as the Performance Judge.
- 5.** The decision of the Performance Judge shall be within the scope and authority as described below:
 - a.** The Performance Judge shall not have the right or power to add, subtract, disregard, alter, or modify any of the terms of this Agreement.
 - b.** The Performance Judge shall judge the Employer's adverse action

based on the following criteria:

- i.** The evaluation process and its consequences were discussed with the tenured teacher;
 - ii.** The tenured teacher was made aware of ~~his or her~~ their duties of a teacher as outlined in the evaluation manual;
 - iii.** The evaluation procedures were observed, including providing the tenured teacher the opportunity to meet, discuss, and rebut the performance evaluation and apprising the tenured teacher of the consequences of failing to meet performance requirements;
 - iv.** The evaluation was fair and objective;
 - v.** The tenured teacher was provided feedback during the evaluation period and, as appropriate, the tenured teacher was offered assistance in order to improve and meet performance requirements; and the feasibility of transferring the tenured teacher to another position for which the qualifications of the tenured teacher were considered;
 - vi.** The evaluation was done without discrimination; and
 - vii.** Prior to the termination of a tenured teacher who was assigned to a teaching position outside of ~~his/her~~ their qualifications, the feasibility of transferring the tenured teacher to an assignment for which ~~she is~~ they are qualified was considered.
- 6.** If it is alleged that the unsatisfactory rating that resulted in termination was not due to a failure in meeting performance requirements but for disciplinary reasons without just and proper cause, the Performance Judge shall proceed in making such a determination on the merits of the Employer's actions under 5.b above. If the Performance Judge determines that the unsatisfactory rating may be based on reasons other than a failure to meet performance requirements, the Performance

Judge shall then proceed with the arbitration in determining whether the unsatisfactory rating was with or without just and proper cause and render a final and binding decision.

7. The Performance Judge shall render a decision within thirty (30) days after the conclusion of the hearings, or if oral hearings are waived, then thirty (30) days from the date written arguments submitted by both parties were received by the Performance Judge. The decision of the Performance Judge shall be final and binding, and there shall be no appeal of the Performance Judge decision by either party.

ARTICLE IX - PERSONNEL INFORMATION

- A. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his their personnel file unless the teacher has had the opportunity to review such material and the opportunity to affix his their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Teachers shall also have the right to submit a written answer to such material, and their answer shall be reviewed by the Superintendent or designee and attached to the file copy. Derogatory materials which teachers have not been given an opportunity to review shall not be used in any proceedings against them.
 1. All derogatory materials in a teacher's personnel file shall be destroyed after two (2) years, unless the Employer makes a determination of the current validity of such materials. If the Employer determines that the material is currently valid, it may remain in the file for another year and again reviewed. Any derogatory material more than five (5) years old shall be destroyed.
 2. However, if a teacher is found guilty of a crime in a court of competent jurisdiction or if an arbitrator upholds discipline of any teacher in a case involving sexual harassment, sexual assault, sexual misconduct or other criminal activities, the substantiated derogatory materials may remain in the teacher's personnel file until the Employer deems it unnecessary or unless a court or an arbitrator rules it removed.
 3. If a teacher admits guilt or chooses not to contest the charges identified in this section, the same derogatory material retention rules outlined in the previous paragraph shall apply.

4. Teachers may review their personnel files and submit a written request to remove any derogatory material more than five (5) years old. The Employer shall make a determination and notify the teacher in writing of the decision.
- B. Any other provisions to the Agreement notwithstanding, the Employer retains the right to maintain, add or augment any material, derogatory or not, that may pertain to the employment history or continuing professional suitability of any employee who leaves service.

ARTICLE X - TEACHER PROTECTION

- A. The Employer shall provide legal counsel for teachers who are sued for actions taken by them in the course of their employment and within the scope of their duties and responsibilities.

The teacher against whom such civil action or proceeding is brought shall deliver within five (5) calendar days after date of service or knowledge of service as determined by the Attorney General, all processes or complaints served upon **him** **them** or an attested true copy thereof to the immediate supervisor who shall promptly furnish copies of pleadings and process therein to the Attorney General.

When the Employer has determined that a teacher is being sued for actions taken by the teacher in the course of employment and within the scope of duties and responsibilities as noted in Section A, paragraph 1 above, the Attorney General or designee will meet and explain legal procedures to the teacher.

- B. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which imminently endanger their health or safety.

When any teacher believes that an unsafe or hazardous condition exists, the teacher shall immediately inform the principal or other immediate supervisor who shall take appropriate action. Within a reasonable length of time, the principal or designee will inform the teacher of the action which has been taken.

When any teacher believes that the personal safety of **his** **their** students or **his** **their** person is jeopardized or endangered, the teacher shall inform the principal who shall take appropriate action. Within a reasonable length of time, the principal or designee will inform the teacher of the action which has been taken.

By the end of the second month of the school year, the school administrator and faculty of each school shall meet to discuss the development of an emergency plan for aiding teachers who have potentially harmful situations occurring in their classrooms/work areas. The principal shall give due consideration to faculty suggestions in developing the emergency plan.

When a teacher in the performance of his their duties is a victim of assault, as defined by law, the teacher shall inform the principal or designee as soon as possible. At the earliest possible time, the principal or designee shall notify the teacher of the action taken and shall follow-up in writing, if the teacher requests.

- C.** Teachers shall immediately report cases of theft/damage of their property, physical assault and battery suffered by them in connection with their employment, to their principal or other immediate supervisor, who shall, if deemed appropriate or if so requested by the teachers, promptly notify the police of the incident and file a report on the appropriate DOE form. The report(s) shall be made available to the Association upon request.

Priority consideration shall be given in the repair and replacement of equipment and supplies which are damaged or vandalized.

Teachers who work after hours shall have access to a telephone for emergency use provided that such access shall preserve the security of school property and shall not require expenditure of additional funds.

The Employer shall either reimburse a teacher for the reasonable value, or pay for the actual cost of repair of personal clothing (excluding accessories and footwear), prescription glasses (maximum reimbursement: \$80 total or \$40 for lens, \$40 for frame) and watches (maximum reimbursement: \$75) which are maliciously damaged or destroyed by another person while the teacher is acting without negligence and within the scope of his their duties and responsibilities and in the course of his their employment. The cost of an eye examination shall be reimbursed to a teacher whenever there is no available optical dispenser to accept existing prescriptions without a new examination (maximum reimbursement: \$50). The Employer shall review the existing procedures in consultation with the Association.

- D.** Any serious complaint or any repeated minor complaint, including anonymous complaints concerning a teacher, shall be reported immediately to the teacher by the supervisor receiving the complaint. The use of complaints and the filing of said complaints shall be covered by Article IX - Personnel Information.

Any teacher against whom a serious complaint has been filed will have the opportunity to meet with the complainant(s). At the teacher's request, the supervisor shall be present at such a meeting. The supervisor shall call the complainant(s) for a meeting at a mutually acceptable time by the teacher, the complainant(s) and the supervisor.

- E.** If a teacher's presence is required at a conference where a private attorney is in attendance, the teacher may request legal representation from the Attorney General's Office.

No recording device shall be used nor a transcription taken without the knowledge of the teacher at conferences.

Teachers may request the use of administrative facilities for the purposes of holding conferences involving outside personnel.

- F.** Except as provided for in Article IV, Section B - Association Representatives, requests by non-school personnel or students not enrolled in that school to visit a teacher's classroom/work area shall be granted by the principal or other immediate supervisor only in an emergency or when no other arrangement can be made as determined by the principal or other immediate supervisor. Reasonable effort will be made to notify the teacher of visitors prior to sending them to the classroom/work area. Reasonable effort will be made to confine the visits of police officers or officers of the court to the administrative building. They shall be sent directly to a teacher's classroom/work area only in the case of an emergency or when the circumstances are beyond the control of the principal or other immediate supervisor. In the case of an emergency, and when no other arrangements can be made, faculty members may be assigned to supervise students while teachers confer with police officers and/or officers of the court.

The Employer shall take appropriate steps to remove any known unauthorized person from school campuses.

- G.** When students are sent home from school or are not required to attend due to emergencies which endanger health or safety, teachers will not be required to remain at, nor report to, said schools.
- H.** The principal and other administrators shall comply with any reasonable request from the teacher for information in their possession relating to the assault upon the teacher requesting the information.
- I.** The Employer shall pay reasonable costs for medical, surgical or hospital services, but only to the extent not covered by HMA, HMSA, Kaiser, or Worker's Compensation benefits, in the event a teacher is assaulted while performing duties within the scope of his their authority and while following rules and regulations established by the Employer. No medical, surgical or hospital payment will be provided for actions involving Association activity, misconduct and unauthorized activity, or if the assault was provoked by the injured teacher.

The Employer shall pay reasonable costs for Hepatitis B inoculations to the extent not covered by a teacher's medical insurance or Worker's Compensation benefits, when the Department of Health (DOH) recommends the inoculation. Further, when the DOH confirms a teacher's treating physician's prescription that such an inoculation is warranted due to the teacher's exposure to a carrier of Hepatitis B while he is performing duties within the scope of his their responsibilities in a special education setting and while following the rules and regulations established by the Employer, the Employer shall pay reasonable costs for Hepatitis B inoculations to the extent not covered by a teacher's medical insurance or Worker's Compensation benefits.

- J.** If a parent-teacher conference extends beyond working hours, reasonable precaution will be taken to insure that a school building is not secured without the teacher's knowledge.
- K.** When a teacher's vehicle has been damaged or destroyed while parked on the Employer's property, the principal or supervisor shall provide the appropriate information as contained in Section 37-77, HRS, Claims for Legislative Relief, and expedite the required investigation. The teacher's request for legislative relief shall be for reimbursement less any insurance entitlement.

ARTICLE XI - STUDENT DISCIPLINE

- A.** The Employer recognizes his their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the schools.

A definition of the teachers' duties and responsibilities and administrative follow-up pertaining to student behavior shall be reduced to writing by the State Superintendent and presented to each teacher at the start of each school year.

In order to facilitate their support, the principal shall meet with his their faculty at the beginning of the school year, but not later than the first school day of the second month of the school year, for the purposes of presenting and discussing with the faculty the guidelines for student behavior and administrative follow-up to be implemented in the schools. The principal shall give due consideration to faculty suggestions in developing the school level guidelines which shall include, but not be limited to, such items as: 1) acceptable standards of behavior; 2) criteria and procedures for referral and follow-up; and 3) general consequences of misconduct.

A copy of the guidelines will be given to each teacher, student and parent(s).

- B.** When, in the judgment of a teacher, a student requires the attention of the principal, a counselor, a psychologist or other specialist, he shall inform the principal or

immediate supervisor. The principal or immediate supervisor shall meet as soon as possible with the teacher and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution. However, teachers should not be expected to assume on-going responsibility for students who require the attention of such specialist, and the principal will take reasonable steps to relieve teachers of responsibilities with respect to such students.

- C.** After exhausting all means and procedures available, a teacher may refer a pupil from a class to the principal when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his their teaching obligation will allow, the full particulars of the incident. Such report will be reduced to written form and submitted to the principal as promptly as possible. The school principal shall take the steps necessary to solve the problem. Should his their decision include the re-admittance of the student to the class, the teacher shall be notified in writing of the conditions under which the re-admittance is granted. Prior to the student being returned to class, the teacher will be notified of the principal's decision.

If there are additional violations of the conditions of readmission, a teacher may suspend the student from that classroom. The justification for the suspension shall be submitted to the principal in writing as promptly as possible.

If such a student is subsequently reassigned to another classroom by the principal, the receiving teacher shall be notified of the suspension and may request information regarding the reason(s) for the suspension.

- D.** Reasonable physical force may be used by a teacher to protect himself/herself themselves or another teacher and/or student from possible injury, or in an extraordinary case of breach of discipline, to restrain a disruptive student, provided the force is reasonable under the circumstances and provided the teacher has followed all instructions and rules established by the Employer and covered by the definition of teachers' duties and responsibilities pertaining to student behavior.

ARTICLE XII - LEAVES

Leave policies provided for in the Standard Practices 5400 series and applicable State statutes which were in effect on the execution date of this Agreement shall remain in full force and effect for the duration of this Agreement except as hereinafter provided:

A. LEAVE WITHOUT PAY FOR CHILD CARE

Leave without pay for child care may be granted to teachers as provided for in Standard Practices Regulation #5401.

B. POLITICAL CAMPAIGNING LEAVE WITHOUT PAY

Political Campaigning Leave may be granted for up to an entire school year to teachers for the purpose of campaigning as a candidate for any political office. This leave may not be extended.

C. ASSOCIATION REPRESENTATIVES LEAVE WITHOUT PAY

Teachers who are officers of the Association or are appointed to its staff or elected officers of the National Education Association may be granted a leave of absence for the entire school year and such leave may be extended for one (1) additional school year. This leave guarantees the teacher's return to the former school at the beginning of the school year following the leave. If the leave is extended beyond one (1) year, guarantee shall be to the district only.

D. PERSONAL/PROFESSIONAL DEVELOPMENT LEAVE WITH PAY

The Employer shall grant up to six (6) Personal/Professional Development Leave days with full pay per school year which may be used for personal business which can be transacted only during the school hours. Such Personal/Professional Development Leave shall be charged against the teacher's sick leave. A teacher desiring to use Personal Leave shall give at least forty-eight (48) hours advance notice except in emergencies.

A teacher desiring to use Professional Development Leave must submit a leave form at least one week in advance. Attachments describing the professional development activity shall be included with the leave form.

Personal/Professional Development Leaves shall not be cumulative.

Four (4) Personal Leave days may be taken in half-day increments. A request for a half-day Personal Leave day shall be granted provided the services of a substitute teacher, if needed, are secured by the teacher. Professional Development leave cannot be taken in half-day increments.

The parties agree that Personal Leave is not intended to be used to extend vacations, intersessions and holidays or to avoid attending waiver, planning and collaboration days.

E. LEAVE FOR JURY OR WITNESS DUTY

1. A teacher, if summoned to serve as a witness or juror in any judicial proceedings except those which may involve or arise out of the teacher's outside employment or personal business shall be entitled to leave of absence with pay.
2. A teacher who serves as a witness or juror and who receives a fee or mileage allowance shall not suffer the loss of such monies or have it offset against the teacher's salary account.

3. A teacher who has secured a substitute for scheduled witness or jury duty shall not be required to report to school when the teacher is notified that the duty has been postponed or canceled. This notification by the Court must occur on the day the teacher is scheduled to report for duty.
4. A teacher called to serve as a witness in a case which may involve or arise out of the teacher's outside employment or personal business shall not be entitled to leave of absence with pay as provided in paragraph 1 above, provided that the teacher shall be entitled to take leave of absence without pay or personal leave (if available).

F. EXTENSION OF LEAVES

All leaves without pay may be extended for one (1) semester or one (1) year. Teachers who extend their leaves shall not be guaranteed to their former schools and shall be assigned to appropriate positions within their own district if such positions are available.

If positions are not available in their own district, they may be assigned to appropriate positions in another district(s).

Requests to extend leaves shall be received by the DOE at least thirty (30) days prior to the end of the semester or at the appropriate time for submitting the Form 400a.

Although the leaves mentioned above may be extended, none of the leaves may be followed by another leave.

If the requirements for a leave without pay for professional improvement are not met, the leave will be handled as other leaves without pay.

G. CONFERENCE LEAVE WITH PAY

Teachers who wish to attend DOE or State of Hawaii sanctioned or sponsored educational conferences, seminars or meetings may receive leaves with pay not to exceed three (3) school days. Teachers shall apply for this through the normal leave procedure and/or out-of-state travel procedure.

H. SABBATICAL LEAVE

The Employer shall grant sabbatical leaves as provided for in the Standard Practices 5400 series for no less than fifty (50) teachers. A sabbatical leave shall be granted at full pay for one (1) semester or half pay for a full year.

A sabbatical leave may be followed by another leave carrying with it the appropriate guarantee. A sabbatical leave cannot be extended. If the requirements for a sabbatical leave are not met, the leave will be handled as other leaves without pay.

The Employer shall meet and confer with the Association to discuss the sabbatical leave selection criteria. The sabbatical leave selection criteria shall be posted in every school or administrative unit.

A teacher not granted sabbatical leave shall be given, if **he** requested **s**, a written explanation.

A teacher on sabbatical leave shall receive the pay to which **he is** **they are** entitled during the summer break or intersessions.

Items not specifically covered in these provisions or other portions of the Agreement but covered in the Standard Practices and/or letters of understanding between the parties shall remain in full force and effect.

ARTICLE XIII - ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, to instill appreciation of the value of individual personality and to foster a recognition of individual freedom and social responsibility. It is recognized that these democratic values can best be transmitted in an atmosphere which is conducive to inquiry and learning and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers and they shall be encouraged to study, investigate, present and interpret objectively facts and ideas concerning man, society, and physical and biological work, and other branches of learning subject to established courses of study.

ARTICLE XIV - PAYROLL DEDUCTIONS

- A.** Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Employer an assignment authorization for deduction of membership dues in the Association, including the National Education Association and the Hawaii Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Employer shall deduct one twenty-fourth (1/24) of such dues from each semi-monthly check of teachers.
- B.** The Employer shall promptly remit all sums deducted pursuant to Section A above to the Association accompanied by a list of all teachers for which dues are remitted,

and the amounts deducted for each and other information as presently provided. The Association agrees to promptly advise the Employer of all members of the Association in good standing from time to time and to furnish other information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.

- C.** Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to deductions covered thereby. The Employer shall not be bound in any manner to see the application of the proceeds of any check, to investigate the authority of any Association officer to certify the amount of dues to be deducted, or to accept or collect any check.
- D.** The Association hereby undertakes to indemnify and hold the Employer harmless from all claims against it for or on account of any deductions made from the wages of a teacher pursuant to Article XIV, Sections A and B - Payroll Deductions, of this Agreement.

ARTICLE XV - DEPARTMENT AND GRADE LEVEL CHAIRPERSONS

- A.** The teachers in each department or grade level shall recommend in writing the names of candidates for the position of chairperson. If the principal does not select any of the proposed candidates, the principal will, if requested, explain in writing the reason for the selection to the teachers in the department or grade level involved.
- B.** If the teachers are unable to make a recommendation or if the principal chooses to select a teacher other than the one recommended by the teachers in the department or grade level, the principal shall make the assignment on a fair and equitable basis with proper regard for job and skill requirements.

In making such assignment, the principal shall give fair consideration to any objections to the assignment based on the fact that it may impair the health and/or safety of or cause undue personal hardship to the individual. Department or grade level chairpersonship candidates who have objections to accepting such assignments shall have the right to give their written objections to the principal and have it placed on file.

If a vacancy occurs at any time, the teachers in that grade level or department shall meet to make another recommendation.

- C.** A department or grade level chairperson shall coordinate, plan, budget and assist **his their** department or grade level as follows:

- 1.** Coordination

- a. Coordinates the work of all teachers, including substitute teachers within **his their** department or grade level.
 - b. Acts as liaison between the administration and **his their** department or grade level.
 - c. Consults with teachers on curriculum implementation and improvement.
 - d. Coordinates the ordering and dissemination of books and periodicals with the librarian.
 - e. Consults with counselors on student problems involving the department or grade level.
 - f. Consults with other department heads to improve the total instructional program.
 - g. Consults with other schools and upper level educational institutions for the purpose of articulation and curriculum improvement.
 - h. Represents the department at meetings which are scheduled by the school, State or District.
2. Planning
 - a. Recommends innovations in teaching methods, aids or training.
 - b. Conducts regular departmental meetings to discuss problem policies, procedures, etc.
 - c. Recommends curriculum and school improvements to administration.
3. Budgeting
 - a. Assumes leadership for the development of department or grade level budget and expenditure plans.
 - b. Assumes leadership in ordering supplies and equipment for **his their** department or grade level.
 - c. Assumes leadership of maintaining inventories of supplies and equipment.
4. Others
 - a. Orients new teachers and substitutes as to duties and responsibilities.

- b. Assists teachers with instructional problems within his their department or grade level.
- c. Assists in the subject assignment among teachers in his their department or grade level.
- d. Performs such other tasks as assigned by the principal that are reasonable and related to his their duties as department or grade level chairperson.

D. DEPARTMENT CHAIRPERSON (SECONDARY)

With the concurrence of the majority of the teachers in the department, one (1) daily non-teaching period, in addition to a preparation period, shall be scheduled for the department chairperson. The additional non-teaching period shall be used exclusively for fulfilling the duties and responsibilities of the department chairperson.

E. GRADE LEVEL CHAIRPERSON (ELEMENTARY)

Grade level chairpersons shall not be assigned campus supervision during their regular seven (7) hour work day. Grade level chairpersons will not be required to serve on non-curriculum activities.

- F. The department and grade level chairpersons' differential shall be as provided for in Article XX - Salaries.

ARTICLE XVI - WORK YEAR

A. WORK YEAR

The work year for teachers shall be no more than one hundred ninety (190) days. Should the Board of Education choose the two-week fall intersession calendar, the work year for teachers shall begin not earlier than ten (10) working days before the first working day in August. Should the Board of Education choose the one-week fall intersession calendar, the work year for teachers shall begin no earlier than seven (7) working days before the first working day in August.

B. NON-STUDENT DAYS

The following shall be teacher work days without students:

1. The first four (4) days shall be without students and two (2) of these days shall be for teacher-initiated activities.
2. One (1) work day without students shall be scheduled between semesters for grading and other teacher-initiated activities.

- 3.** One (1) day shall be converted to the equivalent of six (6) hours for use in multiples of one-half (1/2) hour increments at the discretion of the Employer to require teachers to participate in in-service training, school program planning and assessment, or principal-teacher evaluation conferences beyond the regular work day of teachers.

The six (6) hours to be used at the Employer's discretion shall be scheduled in multiple increments of one-half (1/2) hour not to exceed one and one-half (1-1/2) hours which shall be scheduled in advance and shall be contiguous to the teacher's work day. If the Employer determines that the six (6) hours or any portion thereof is to be used for in-service training, teachers shall be afforded the opportunity to make input with regard to the training activities. In no event will the work day extend beyond 4:30 p.m.

- 4.** One (1) day shall be without students at the end of the school year.
- 5.** Teachers shall have one (1) day set aside for Teacher Institute Day.
- 6.** Two days for the purposes of school planning and collaboration.

The Association and the Board of Education believe that standards must be at the center of school improvement efforts and the expectation is that all students will achieve these standards. In recognition of the necessity for teachers to collaborate with colleagues in order to plan and prepare for the many activities related to standards-based education, including issues related to compliance with state and/or federal mandates, the parties agree that two (2) days in the instructional year shall be converted to non-student days for the purposes of school planning and collaboration.

How the two (2) days will be used and when they will be scheduled shall be determined through an open, democratic and collaborative process between the school's leadership group and the administrator(s). Members of the leadership group as representatives of the faculty shall be responsible for bringing information back to their constituencies for information, consultation and guidance. The collaborative process does not require the consensus of the school's leadership group. If the teachers and the administrators are unable to mutually agree on the use and scheduling of the "school planning/collaboration days," the principal shall decide.

The days shall not be used for personally-initiated activities.

C. HOLIDAYS/VACATION/INTERSESSIONS FOR 10-MONTH EMPLOYEES

The Employer shall not schedule nor require work to be performed on any of the following holidays, if the holiday falls within the teacher's work year:

- | | |
|---|--|
| 1. Independence Day (if during work year) | 8. New Year's Day |
| 2. Statehood (Admission) Day | 9. Dr. Martin Luther King Jr. Day |
| 3. Labor Day | 10. Presidents' Day |
| 4. Veterans' Day | 11. Kuhio Day |
| 5. General Election Day | 12. Good Friday |
| 6. Thanksgiving | 13. Memorial Day |
| 7. Christmas Day | 14. Kamehameha Day (if during work year) |

Vacations for teachers shall be the day after Thanksgiving, two (2) weeks Winter Recess and one (1) week Spring Recess.

Whenever two (2) holidays are to be observed on the same day:

1. the first holiday shall be observed in the normal manner; and
2. the second holiday shall be on the next workday of the official calendar.

Teachers shall not be required to report to work during their vacations or during the Fall, Winter, Spring or Summer intersessions.

(For 12-month employee holidays and vacation leave, see Article XVII - 12 Month Teacher Compensation, Sick/Vacation Accumulation, Holidays)

D. RECALL PAY

Teachers may voluntarily report to duty without compensation; or teachers who are officially recalled to duty by the Employer according to established procedures and who agree to perform work shall be compensated at the rate of one over one hundred and ninety (1/190) times (x) his their annual salary for each day worked. Provided, however, that librarians and registrars shall be provided extra compensation for such work when it exceeds the work obligation for which they receive a pay differential.

ARTICLE XVII – 12-MONTH TEACHER COMPENSATION AND SICK/VACATION ACCUMULATION**A. Compensation and Pay Administration**

1. 12-month Teachers shall be compensated from the applicable Bargaining Unit 05 12-month salary schedule for working a 12-month work year. Salary payments shall be earned and paid on a 12-month basis and shall not be prorated.

2. The "annual salary rate" shall be the appropriate annual rate from the applicable 12-month salary schedule.
3. The "monthly salary rate" shall be the annual salary rate divided by twelve (12) months.
4. The "daily salary rate per paid day" shall be the monthly salary rate divided by the number of weekdays in the month.
5. A "holiday" is a paid non-working day officially recognized as such and consisting of the following days:

1. Independence Day	8. New Year's Day
2. Statehood (Admission) Day	9. Dr. Martin Luther King Jr. Day
3. Labor Day	10. Presidents' Day
4. Veterans' Day	11. Kuhio Day
5. General Election Day	12. Good Friday
6. Thanksgiving	13. Memorial Day
7. Christmas Day	14. Kamehameha Day
6. A "scheduled paid break day" is a non-holiday within the common two-week winter break and the day after Thanksgiving.
7. A "paid day" shall be defined as a weekday (Monday through Friday). Paid days consist of working days, holidays and scheduled paid break days.
8. Pay is earned for working days if the employee is on duty or is on authorized leave with pay.
9. Pay is earned for holidays and scheduled paid break days if the employee is on paid status for one (1) of the five (5) working days immediately preceding the holiday or scheduled paid break day.
10. "Paid status" means entitled to receive pay for a paid day.
11. 12-month Teachers who are entitled to receive salary differentials for their positions (Band Teacher, Grade/Department Chair, etc.) may continue to receive the differentials provided that the parties shall meet to re-establish justifications for the differentials.

12. "Recall Pay" is paid when a 12-month Teacher is officially recalled to duty on a holiday or scheduled paid break day. The recall rate of pay shall be the same as the Master Agreement.

B. Sick Leave and Vacation Accrual

1. 12-month Teachers shall earn sick leave at the rate of twenty-one (21) days per school year.
2. 12-month Teachers shall earn paid vacation days at the rate of fourteen (14) days per school year. Vacation days may be accumulated up to a maximum of ninety (90) days. Accumulated vacation may be cashed out at the time of transfer back to a 10-month position or upon termination of employment in the same manner available to other 12-month employees.
3. The sick leave and vacation days shall be credited at the beginning of the school year upon reporting to duty on the assumption that the teacher will be on duty for the entire school year. The number of days shall be prorated and adjusted should the teacher not work the full school year. The Employer shall develop appropriate administrative guidelines.
4. The use of accumulated vacation days shall be requested by the teacher and approved by the Employer.

ARTICLE XVIII- MULTI-TRACK YEAR-ROUND SCHOOLS.

A. Shared Philosophy and Commitment

The parties recognize that expanding student enrollment and the need to fully utilize facilities during the periods of limited funding require the establishment of Multi-Track Year Round Schools (MTYRSs). Furthermore, the parties agree that planning for the MTYRSs necessitates collaboration.

B. Definitions used in this section are for clarity and are not to be used for contract interpretation.

1. "Chapter 89" means the collective bargaining law for public employees enacted in 1970 which sets forth the conditions under which labor relations between public employees and public employers are to be conducted in the State.

- 2.** "Charette Process" means a decision-making process similar to SCBM with representative segments participating to advise and prepare a new school for construction and opening.
- 3.** "Down Time" means the period of time when the entire school is closed.
- 4.** "Exchange Days/Time" means to allow teachers assigned to one track to trade days or time with a teacher on another track for conferences, conventions, religious holidays, educational opportunities and other activities.
- 5.** "Intersession" means the additional instruction time during vacation periods for the purpose of enrichment or remediation.
- 6.** "Master Agreement" means the statewide collective bargaining agreement between the Hawaii State Teachers Association and the State of Hawaii, Board of Education.
- 7.** "Multi-Track Year-Round School (MTYRS)" means a school operating year round under two or more instructional tracks because its student enrollment exceeds or is soon expected to exceed design capacity by 20% or more.
- 8.** "Off-Track" means the vacation time for students and teachers in a MTYRS.
- 9.** "Overlap Days" means the days of instruction when all tracks are in session.
- 10.** "Rotation" means the room sharing system whereby three (3) or more teachers share two (2) or more rooms: The teacher coming back from vacation moves into the room of the teacher going on vacation.
- 11.** "School Administrator" means the Employer's representative of the school (e.g., principal, vice principal or other designated educational officer).
- 12.** "School Community Council (SCC) Process" means a collaborative, shared decision-making process governed by the current (SCC) guidelines and Master Agreement.
- 13.** "School Specific Agreement" means the agreement negotiated at the school that modifies specific provisions of the Master Agreement between the Board of Education and the Association.

- 14.** "Shared Room Assignment (SRA)" means the room sharing system where designated teachers and their students move to a new classroom each time the track changes. All other teachers and students remain in one room for the entire year.
- 15.** "SRA Teacher" means the teacher who has no permanent classroom who moves from one classroom to another after each term.
- 16.** "Teacher" means a member of Bargaining Unit 5.
- 17.** "Track" means a specific period of instruction and vacation time for both students and teachers.
- 18.** "Track Bidding" means to allow a teacher to select the instruction and vacation periods **he they** wants.

C. Parameters

- 1.** Calendar and Work Year
 - a.** The school year for teachers shall be consistent with Article XVI - Work Year.
 - b.** The school year for MTYRSs shall be from July 1 through June 30 of any year for the purposes of aligning decisions with the fiscal year.
 - c.** The work year configuration shall be determined by a collaborative process established at each school.
 - i.** For new schools without existing School Community Councils (SCCs), a Charette process will be established to include teachers. Teachers will participate in all decisions related to the establishment of the school including calendar year and calendar configuration.
 - ii.** For existing schools, teachers will decide by a two-thirds (2/3) vote on a specific work year configuration from the options provided by the Department of Education (DOE).
 - iii.** The Association Policy Committee (APC) shall support teacher participation in the implementation of the MTYRSs.
 - iv.** Teachers working a modified school year (e.g., 12-month Teachers) will be notified of the nature and terms of the modification in writing.

- v. Teachers shall report for work four (4) days prior to the beginning of their first assignment for the year, but no earlier than July 1. The four (4) days will immediately precede the beginning of their track assignment. These four (4) days shall be without students and two (2) of these days shall be for teacher-initiated activities. The determination of the teacher-initiated activities days shall be by mutual agreement with the principal. There shall also be one (1) day without students between semesters for grading and evaluation purposes and/or for preparation for the following quarter or semester. One (1) day shall be without students at the end of the school year or track.

2. Assignments and Transfers

All provisions of Article VII - Assignments and Transfers shall continue except where modified herein.

- a. Notification of Assignments: Assignments and schedules for the following year shall be made by the last working day of the teacher's work year.
- b. Master Schedule: The principal shall prepare the Master Schedule in accordance with Article VII, Section B-Master Schedules, while indicating the number of classes on each track by grade/subject level, including specialty, off-ratio and certificated support personnel to ensure a comprehensive listing. 12-month Teacher assignments shall be identified.
- c. Assignment and Transfer Selection Criteria
 - i. The principal shall assign teachers in accordance with Article VII, Section C-Assignment/Transfer Selection Criteria. Teachers may use Form DOE 200-010 (formerly Form 101b) as appropriate or other appropriate form to notify the principal of their preference for a track assignment or 12-month assignment. The principles of selections shall conform to the Master Agreement.
 - ii. Upon request of the teacher, the DOE shall assign the children of that teacher to the same track that the teacher is teaching.
 - iii. For schools first implementing MTYRS, teachers who wish to transfer to another school shall be given the same priority as staff-reduced teachers for the first year.

- iv.** 12-month teachers shall be clearly identified in the Transfer Postings. Upon request, the Employer will provide in writing to teachers the terms, conditions and benefits of the 12-month Teacher position in advance of interviews.
- v.** The Employer shall include information in the Form DOE 200-010 information packets for teachers regarding employment terms, conditions and benefits for 12-month Teachers.

3. Shared Classrooms

- a.** In order to create an orderly process of room assignments, a system of either: 1) Shared Room Assignments (SRAs) or 2) Rotation shall be determined by an annual vote of two-thirds (2/3) of the teachers.

General characteristics of the two systems are contrasted as follows:

- i.** Shared Room Assignment System: To the extent feasible, the teacher returning to work from off-track vacation time regains the classroom of **his** **their** previous assignment. Teachers designated as SRA Teachers have no permanent classrooms and move from classroom to classroom after every school term.
 - ii.** Rotation System: Normally, the teacher returning to work from off-track vacation time is assigned a classroom vacated by a teacher proceeding on off-track vacation time.
- b.** SRA Teachers will be relieved of yard/hall duty and school-related activities.
 - c.** SRA teachers shall be selected in a fair and equitable manner through: 1) volunteers and/or 2) seniority as appropriately applied to a grade level or department. The parties recognize that some teachers may need to be excluded from the list of potential candidates due to the nature of their subject areas and/or services. Newly hired teachers shall not serve in this capacity for two (2) years and/or during their status as probationary teachers.
 - d.** Unless all other accommodations have been explored, no first year teacher will be assigned as an SRA teacher.

- e. Kindergarten teachers shall not participate in room reassignments for the purposes of this provision.

4. Materials Storage

- a. A minimum of one (1) lockable storage cabinet on wheels shall be provided to all teachers working in the MTYRSs.
- b. Teachers shall receive assistance in moving the storage cabinet.
- c. The storage cabinet shall be in the teacher's assigned room by 8:00 a.m. of the day prior to the first day of each track opening. The storage cabinet shall not be removed before 4:00 p.m. of the last day of the teacher's track.
- d. Textbooks and instructional materials shall be available on the first day of the new school year. If books and materials are not available, the teacher shall be notified.

ARTICLE XIX - ACADEMIC AND FINANCIAL PLAN / SCHOOL-BASED BUDGETING

- A.** The Board and the Association believe in the participation of teachers in school-level decision-making and creation of the Academic and Financial Plan. The parties, therefore, support the concept of school-based budgeting to further expand collaborative decision-making and empowerment at the school level. School-based budgeting is the process established by law to provide all schools flexibility in the school-level budgeting process. Schools will be able to utilize funds in a manner to best meet their particular needs.
- B.** In support of the implementation of school-based budgeting, the parties agree that training is essential and shall be provided for the understanding and proper management of the budgetary process.
- C.** The school-level budgeting process shall be open, democratic and collaborative. Each school shall have a school-based budgeting process established by the principal and teachers and understood by all. Teachers shall share in decisions regarding

school based budgeting.

D. Definitions:

- 1.** Open: The budgeting process timeline shall be shared no later than September 15 of the school year. The budgeting process includes information regarding the following:
 - a.** How much money a school receives
 - b.** How the school plans to spend the money (Including but not limited to the breakdown for the cost of teaching positions, support positions, classroom supplies, programs, etc.)
 - c.** How the money was spent (Including but not limited to the breakdown for the cost of teaching positions, support positions, classroom supplies, programs, etc.)

Individual teachers may have access to the budget information but must use the school's established budgeting process.

- 2.** Democratic: All faculty members have an opportunity to participate in the established budgeting process.
 - 3.** Collaborative: The administrator and faculty members involved in the budgetary process shall work together in a spirit of cooperation regarding budgetary decision-making.
- E.** Should no agreement be reached, the principal shall make the final decision.
- F.** The Association Policy Committee (APC) shall support teacher participation in the school based budgeting process.

ARTICLE XX – SALARIES

- A.** The Bargaining Unit 5 salary schedules without additional professional development (PD) hours in effect at the end of the workday on June 30, 2021 shall be designated as Exhibit A for 10-month teachers and Exhibit AA for 12-month teachers.
- B.** The salary schedule designated as Exhibit A and Exhibit AA shall be effective for the period July 1, 2021 to and including June 30, 2023.
 - 1.** 10-month teachers shall be placed on the corresponding step and class of Exhibit A.
 - 2.** 12-month teachers shall be placed on the corresponding step and class of Exhibit AA.
- C.** Notwithstanding paragraph J of this Article, there shall be no step movements or annual increments during the period July 1, 2021 to and including June 30, 2023.
- D.** Effective July 1, 2021, only teachers, including probationary teachers, rated at a “effective” or “highly effective” level of performance pursuant to Article VIII, shall be eligible for any pay increases in the year following the evaluation rating.

Any teacher who does not qualify for a pay increase as a result of receiving a marginal rating shall receive the appropriate compensation at the start of the school year after achieving a performance rating of “effective” or “highly effective.” The pay increases shall not be retroactive.

Teachers rated “highly effective” on their annual evaluation shall be eligible to receive any future financial recognition of this professional accomplishment, which shall not be added to or increase base compensation, in accordance with the Department-developed process.

If there is a conflict with any other provision of this article, then this provision shall prevail. Teachers continue to have the opportunity to challenge adverse evaluations in accordance with Article VIII, Teacher Performance and Appendix V- Expedited Appeals Process.

- E.** New hire teachers entering the salary schedule in 2021-2023 who hold a degree with a SATEP shall be placed in Step 5. Those teachers with prior experience shall be placed in the same step as in-service teachers with equivalent years of service. No more than six (6) years of verified non-DOE teaching experience may be credited as determined by the DOE.
- F.** Teachers on authorized leaves of absence shall be placed on the step they would have been on had they remained in active service during each of the years of the

2021-2023 Agreement.

- G.** Teachers are required to comply with procedural responsibilities for teacher licensing, certification and salary administration as specified in the Standard Practices. Claims for verified salary underpayments filed by a teacher shall be paid up to two (2) years retroactively from the date of filing, provided that the proper documents to verify the salary underpayments were filed by the teacher. This provision does not alter the Employer's statutory right to recover salary overpayments.
- H.** Unless specifically modified in Appendix VIII, Supplementary Pay, all differentials and supplementary pay schedules in effect on the execution date of the Agreement will remain in full force and effect for the duration of the Agreement.
- I.** Professional Development
 - 1.** Department of Education employees on initial appointments shall remain in class for two (2) semesters prior to reclassification.
 - 2.** A combination of Professional Development (PD) credits and/or academic credits approved by the Department may be used to change classification. The credits must be pre-approved by the administrator and started and completed while employed.
 - 3.** Teachers shall earn fifteen (15) PD and/or academic credits to move from one classification to the next classification. Teachers shall receive no more than one reclassification per semester and may be granted up to two (2) reclassifications per school year. The teacher shall serve one semester time-in-class per reclassification.
 - 4.** Academic credits applied for reclassification should be related to the standards-based instruction aligned to the school's design plan, and/or directly support Department initiatives.

Note: The following are DOE clarifications:

- a. Credits may be either academic credits (semester hours) or professional development (PD) credits offered by the Professional Development Educate, Empower, and Excel (PDE3). Credits designated as "non-PD hours" within PDE3 cannot qualify for reclassification.
- b. Academic credits (semester hours) earned through universities/colleges shall be applicable for reclassification if they are approved by the administrator.

- J.** The parties recognize that annual incremental step movements are a viable recruiting and retention tool. Teachers who are not at the top of the salary schedule and who have effective evaluations shall move to the next highest step of the corresponding class at the beginning of each school year. Annual incremental step movements are subject to funding.
- K.** Eligibility for “pay increases” as used in paragraph D. of this Article shall include salary schedule/across the board increases, step movements, annual increments, and reclassification.

ARTICLE XXI – HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

- A.** “Health Benefit Plan” shall mean the medical PPO, HMO, prescription drug, dental, vision and dual coverage medical plans.
- B.** Effective July 1, 2021

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of any Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2021, not to exceed the monthly contribution amounts as specified below:

- 1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefits plans:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (medical, drug, & chiro)	\$ 428.78
b. Dental	\$ 22.14
c. Vision	\$ 3.68
d. Dual coverage (medical & drug)	\$ 22.74
e. VEBA* Dental	\$ 23.60
f. VEBA* Supplemental Dental	\$ 11.82
g. VEBA* Medical (PPO or HMO) (medical, drug, vision, & chiro)	\$ 378.66
* Plans for active employees formerly under the HSTA VEBA	

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

2. For each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (medical, drug & chiro)	\$ 1041.40
b. Dental	\$ 44.28
c. Vision	\$ 6.84
d. Dual coverage (medical, drug & chiro)	\$ 42.90
e. VEBA* Dental	\$ 47.20
f. VEBA* Supplemental Dental	\$ 23.66
g. VEBA* Medical (PPO or HMO) (medical, drug & chiro)	\$ 916.72

* Plans for active employees formerly under the HSTA VEBA

The Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

3. For each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (medical, drug, & chiro)	\$ 1,327.70
b. Dental	\$ 72.78
c. Vision	\$ 8.94
d. Dual coverage (medical & drug)	\$ 46.72
e. VEBA* Dental	\$ 77.66
f. VEBA* Supplemental Dental	\$ 35.50
g. VEBA* Medical (PPO or HMO) (medical, drug, vision & chiro)	\$1168.42

* Plans for active employees formerly under the HSTA VEBA

The Employer shall pay the same monthly contribution for each member enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.12 per month which reflects one hundred percent (100%) of the monthly premium and any administrative fees.

C. Effective July 1, 2022

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, effective July 1, 2022 for plan year 2022-2023, with the exception of items C1f., C1g., C2f., C2g., C3f., C3g., and C4., which shall be as described below, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus sixty percent (60%) of any administrative fees.

1. The amounts paid by the Employer shall be based on the plan year 2022-2023 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefits plans:

BENEFIT PLAN

- a. Dental
- b. Vision
- c. Dual coverage (medical & drug)
- d. VEBA* Dental
- e. VEBA* Supplemental Dental
- f. Medical (PPO or HMO) (medical, drug & chiro)- the Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan, regardless of which plan is chosen. The amount shall be based on 60% of the total premium of the HSMA 80-20 medical plan (with drug & chiro), provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.
- g. VEBA* Medical (PPO or HMO) (medical, drug, vision, & chiro) the Employer shall pay 60% of the total premium of HMSA VEBA 80-20 plan bundle regardless of which VEBA plan is chosen.

* Plans for active employees formerly under the HSTA VEBA

2. The amounts paid by the Employer shall be based on the plan year 2022-2023 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN

- a. Dental
- b. Vision
- c. Dual coverage (medical & drug)
- d. VEBA* Dental
- e. VEBA* Supplemental Dental
- f. Medical (PPO or HMO) (medical, drug & chiro)- the Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan,

regardless of which plan is chosen. The amount shall be based on 60% of the total premium of the HSMA 80-20 medical plan (with drug & chiro), provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

g. VEBA* Medical (PPO or HMO) (medical, drug, vision, & chiro) the Employer shall pay 60% of the total premium of HMSA VEBA 80-20 plan bundle regardless of which VEBA plan is chosen.

* Plans for active employees formerly under the HSTA VEBA

3. The amounts paid by the Employer shall be based on the plan year 2022-2023 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN

- a. Dental
- b. Vision
- c. Dual coverage (medical & drug)
- d. VEBA* Dental
- e. VEBA* Supplemental Dental
- f. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall pay the same monthly contribution for each member enrolled in a family medical plan, regardless of which plan is chosen. The amount shall be based on 60% of the total premium of the HSMA 80-20 medical plan (with drug & chiro), provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.
- g. VEBA* Medical (PPO or HMO) (medical, drug, vision, & chiro) the Employer shall pay 60% of the total premium of HMSA VEBA 80-20 plan bundle regardless of which VEBA plan is chosen.

* Plans for active employees formerly under the HSTA VEBA

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay one hundred percent (100%) of the monthly premium and any administrative fees.
- D.** No later than three (3) weeks after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Year 2022-2023, the Office of Collective Bargaining shall distribute the final calculation of the Employers' monthly contribution amounts for each health benefit plan.
 - E.** Payment for Plans Eliminated or Abolished. The Employer shall make no payments for any and all premiums for any portion or part of a Trust Fund health benefit plan that the Trust Fund Board eliminates or abolishes.

F. Rounding Employer's Monthly Contribution. Whenever the Employer's monthly contribution (premium plus administrative fee) to the Trust Fund is less than one hundred percent (100%) of the monthly premium amount, such monthly contribution shall be rounded to the nearest cent as provided below:

1. When rounding to the nearest cent results in an even amount, such even amount shall be the Employer's monthly contribution. For example:

(a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)

(b) \$11.382 = \$11.38 = \$11.38 (Employer's monthly contribution)

2. When rounding to the nearest cent results in an odd amount, round to the lower even cent, and such even amount shall be the Employer's monthly contribution. For example:

(a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)

(b) \$11.386 = \$11.39 = \$11.38 (Employer's monthly contribution)

All employer contributions effective July 1, 2021 reflect the rounding described in item F. Employer contributions effective July 1, 2022 shall be rounded as described in item F. after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Year 2022-2023.

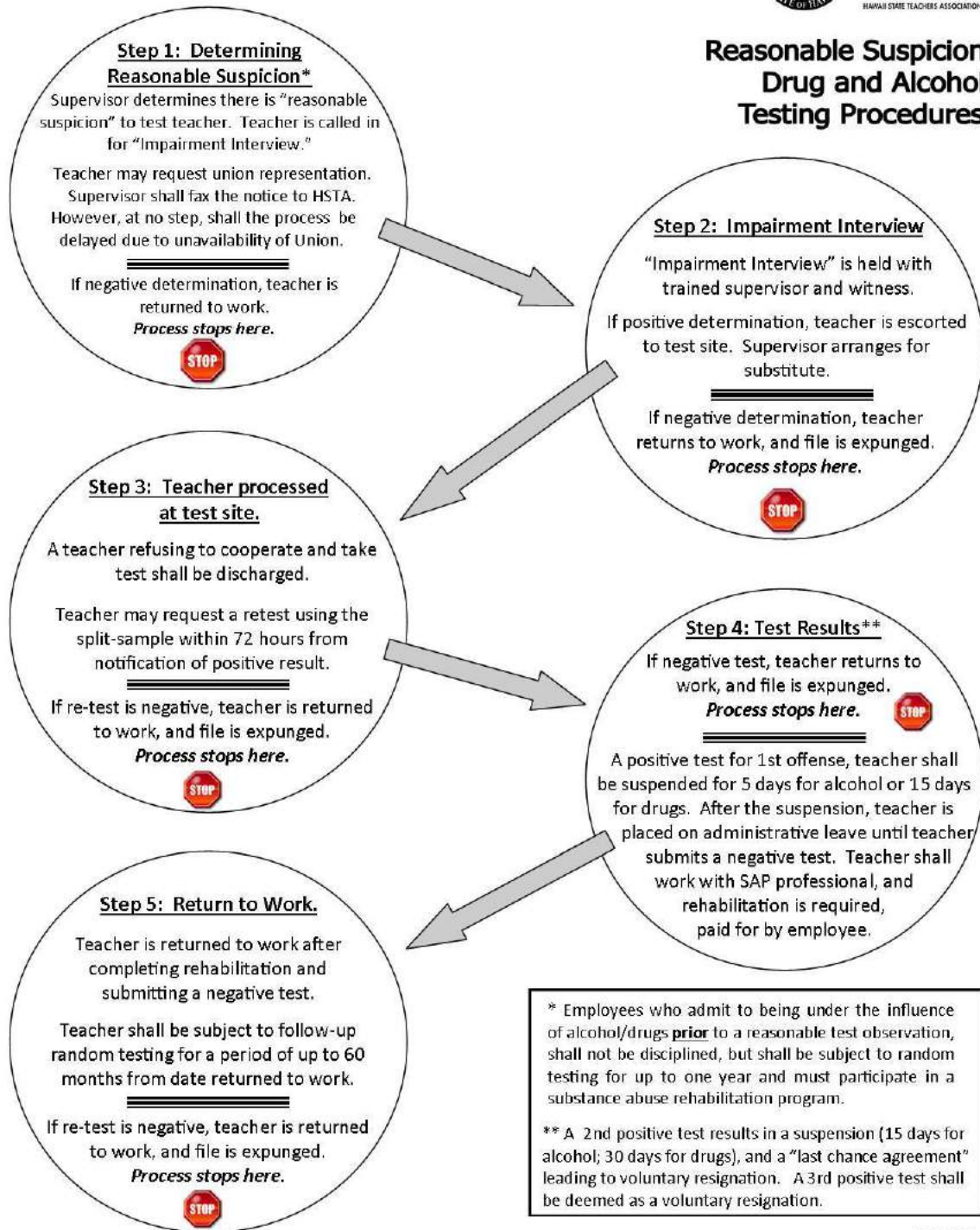
G. If an agreement covering periods beyond the term of this Agreement is not executed by June 30, 2023, Employer contributions to the Trust Fund shall be the same monthly contribution amounts paid in plan year 2022-2023 for the Health Benefit Plan approved by the Trust Fund including any monthly administrative fees.

ARTICLE XXII – DRUG AND ALCOHOL TESTING

There shall be drug and alcohol testing based on reasonable suspicion. A summary of the steps to follow in reasonable suspicion test procedures are reflected in the flowchart below. The detailed procedures shall be posted on the Employer and Association web sites. Any changes to the procedures will be mutually agreed to by the parties. By December 31, 2013, the parties will review the drug and alcohol testing program including the procedures to determine if any changes or improvements are appropriate.



Reasonable Suspicion Drug and Alcohol Testing Procedures



6/08/11

ARTICLE XXIII - NO STRIKE

The Association agrees that during the term of this Agreement, neither the Association nor its members will authorize, instigate or engage in a strike, sit down, slowdown or picket against the Employer during the life of this Agreement, except as provided for in Article XXVIII - Duration.

ARTICLE XXIV – MISCELLANEOUS

- A.** If any provisions of this Agreement or any application thereof to any teacher or group of teachers is held contrary to law by a court of competent jurisdiction, such provisions or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than twenty (20) days after any such holding for the purpose of attempting to legalize the provisions affected.
- B.** Any individual contract between the Employer and an individual teacher shall be expressly made subject to and consistent with the terms of this Agreement.
- C.** Except where contrary to law, this Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with this Agreement.

ARTICLE XXV - MAINTENANCE OF BENEFITS

- A.** Except as modified herein, teachers shall retain all rights, benefits and privileges pertaining to their conditions of employment contained in the Standard Practices at the time of the execution of this Agreement.
- B.** Subject to the foregoing paragraph, nothing contained herein shall be interpreted as interfering with the Employer's right to make, amend, revise or delete any portion of the Standard Practices; provided, however, that the Association shall be consulted on any changes to be made.
- C.** Future Memoranda of Understanding between the Board and the Association that are agreed to subsequent to the mutual agreement on the Master Agreement shall be printed and disseminated for insertion in the Standard Practices, Certificated Personnel Policies and Regulations (5000 Series), Negotiation and Bargaining, 5700 Section and shall, if agreed to in subsequent Master Agreement negotiations, be included in the successor Master Agreement.

ARTICLE XXVI - RELEASE TIME

- A.** The parties have agreed that Act 212, SLH, 1971, shall be administered by the parties as including time off with pay for all teachers, including committee members and grievance representatives, with the approval of the Association for the following purposes:
- 1.** Participation in collective bargaining including contract administration activities, grievance handling and processing, arbitration processing and Association training sessions for any of these activities.
 - 2.** Participation in meetings, conferences and training sessions conducted by the Association or the National Education Association.
- B.** The maximum allowable release time with pay shall be limited to five hundred (500) total days for the 2021-2022 SY and seven hundred (700) total days for the 2022-2023 SY; The total maximum cost to the Employer for school year 2021-22 shall be \$81,180.00 and for school year 2022-2023 shall be \$115,185.00.

Additional release time with pay of up to fifty (50) total days per year for teachers who do not require substitutes shall be allowed.

- C.** No additional pay shall be given to individuals for days they would not otherwise be working such as vacations, holidays and weekends.

ARTICLE XXVII - ENTIRETY CLAUSE

This document contains the entire agreement between the parties and no other agreement, representation or understanding will be binding on the parties unless made in writing by mutual consent of both parties.

Editorial revisions in the ratification copy of this Master Agreement between the Board and the Association may be made, provided that no items are substantively altered.

ARTICLE XXVIII – DURATION

This Agreement shall become effective as of July 1, 2021, and shall remain in effect to and including June 30, 2023.

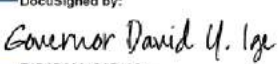
The entire agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice during the period June 1, 2022 through June 30, 2022 to the other party of its desire to modify, amend or terminate the Agreement. Negotiations shall commence by July 31, 2022.

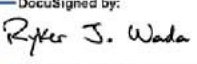
Agreement between the Hawaii State Teachers Association (HSTA) and the State of Hawaii and Board of Education July 1, 2021 to and including June 30, 2023.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement this 21st day of July, 2021.

STATE OF HAWAII

HAWAII STATE TEACHERS ASSOCIATION

By: 
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David Y. Ige
Governor

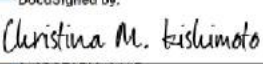
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Ryker J. Wada
Chief Negotiator

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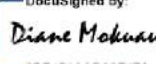
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Director of Budget and Finance

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Catherine Payne
Chairperson, Board of Education


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Dr. Christina M. Kishimoto
Superintendent, Dept. of Education

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Paul Daugherty
Negotiations Committee Chair

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Diane Mokuau
Negotiations Committee Vice-Chair

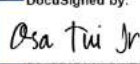
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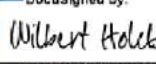
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Aaron Kubo
Negotiations Team

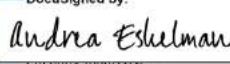
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Lisa Morrison
Negotiations Team

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Logan Okita
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Osa Tui, Jr.
Negotiations Team

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Wilbert Hoick
Executive Director

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Andrea Eshelman
Deputy Executive Director

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Colleen Bird
Negotiations & Research Specialist

EXHIBIT A
TEACHER'S ANNUAL RATE SALARY SCHEDULE (10-MONTH)
Effective the First Working Day of the 2021-2022 School Year

	CLASS II		CLASS III		CLASS IV		CLASS V		CLASS VI		CLASS VII	
Initial Classification	BA		BA+30 or MA								Doctorate	
Reclassification			Class II + 15		Class III + 15		Class IV + 15		Class V + 15		Class VI + 15	
14B ⁵	T02-14B	71,403	T03-14B	77,115	T04-14B	80,200	T05-14B	83,408	T06-14B	86,744	T07-14B	91,948
14A ⁵	T02-14A	67,361	T03-14A	72,750	T04-14A	75,661	T05-14A	78,686	T06-14A	81,835	T07-14A	86,743
14 ⁵	T02-14	65,399	T03-14	70,631	T04-14	73,457	T05-14	76,395	T06-14	79,450	T07-14	84,218
13 ⁵	T02-13	63,493	T03-13	68,573	T04-13	71,317	T05-13	74,169	T06-13	77,136	T07-13	81,764
12 ⁵	T02-12	61,645	T03-12	66,577	T04-12	69,241	T05-12	72,011	T06-12	74,889	T07-12	79,383
11 ⁵	T02-11	59,850	T03-11	64,638	T04-11	67,223	T05-11	69,911	T06-11	72,707	T07-11	77,069
10 ⁵	T02-10	58,105	T03-10	62,755	T04-10	65,265	T05-10	67,875	T06-10	70,589	T07-10	74,827
9 ⁵	T02-09	56,414	T03-09	60,928	T04-09	63,365	T05-09	65,900	T06-09	68,535	T07-09	72,648
8 ⁵	T02-08	54,771	T03-08	59,152	T04-08	61,517	T05-08	63,979	T06-08	66,538	T07-08	70,531
7 ⁵	T02-07	53,176	T03-07	57,429	T04-07	59,727	T05-07	62,115	T06-07	64,600	T07-07	68,476
6 ⁵	T02-06	51,627	T03-06	55,756	T04-06	57,988	T05-06	60,307	T06-06	62,718	T07-06	66,482
5 ⁵	T02-05	50,123	T03-05	54,132	T04-05	56,298	T05-05	58,549	T06-05	60,892	T07-05	64,545
3 ⁵	T02-03	40,307	T03-03	43,531	T04-03	45,272						
2 ⁵	T02-02	39,133	T03-02	42,263	T04-02	43,955						
(ENTRY LEVEL) 1 ⁵	T02-01	37,993	T03-01	41,032	T04-01	42,673						

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SATEP). Steps 5-14B must have completed a SATEP and be eligible for a license.

EXHIBIT AA
TEACHER'S ANNUAL RATE SALARY SCHEDULE (12-MONTH)
Effective the First Working Day of the 2021-2022 School Year

	CLASS II		CLASS III		CLASS IV		CLASS V		CLASS VI		CLASS VII	
Initial Classification	BA		BA+30 or MA								Doctorate	
Reclassification			Class II + 15		Class III + 15		Class IV + 15		Class V + 15		Class VI + 15	
14B ⁵	T02-14B	85,684	T03-14B	92,536	T04-14B	96,243	T05-14B	100,089	T06-14B	104,093	T07-14B	110,338
14A ⁵	T02-14A	80,832	T03-14A	87,299	T04-14A	90,793	T05-14A	94,424	T06-14A	98,202	T07-14A	104,093
14 ⁵	T02-14	78,478	T03-14	84,757	T04-14	88,149	T05-14	91,675	T06-14	95,341	T07-14	101,063
13 ⁵	T02-13	76,192	T03-13	82,289	T04-13	85,580	T05-13	89,003	T06-13	92,563	T07-13	98,117
12 ⁵	T02-12	73,972	T03-12	79,893	T04-12	83,088	T05-12	86,411	T06-12	89,867	T07-12	95,260
11 ⁵	T02-11	71,820	T03-11	77,565	T04-11	80,669	T05-11	83,893	T06-11	87,251	T07-11	92,486
10 ⁵	T02-10	69,727	T03-10	75,306	T04-10	78,319	T05-10	81,449	T06-10	84,709	T07-10	89,791
9 ⁵	T02-09	67,697	T03-09	73,113	T04-09	76,037	T05-09	79,079	T06-09	82,241	T07-09	87,176
8 ⁵	T02-08	65,726	T03-08	70,982	T04-08	73,822	T05-08	76,773	T06-08	79,846	T07-08	84,638
7 ⁵	T02-07	63,810	T03-07	68,918	T04-07	71,673	T05-07	74,539	T06-07	77,520	T07-07	82,171
6 ⁵	T02-06	61,953	T03-06	66,910	T04-06	69,586	T05-06	72,368	T06-06	75,262	T07-06	79,780
5 ⁵	T02-05	60,147	T03-05	64,959	T04-05	67,558	T05-05	70,260	T06-05	73,070	T07-05	77,454
3 ⁵	T02-03	48,368	T03-03	52,236	T04-03	54,328						
2 ⁵	T02-02	46,959	T03-02	50,715	T04-02	52,745						
(ENTRY LEVEL) 1 ⁵	T02-01	45,593	T03-01	49,239	T04-01	51,209						

⁵Step 1 (Entry Level) to Step 3 have not completed a State Approved Teacher Education Program (SATEP). Steps 5-14B must have completed a SATEP and be eligible for a license.

ADDENDUM A

The Association understands that the Department is not obligated to incur capital improvement program expenditures as the result of the Agreement between the Association and the Department of Education dated March 1, 1975.

APPENDIX I – GRIEVANCE FORM

The following form shall be the form utilized by the parties when processing grievances. Whenever either party seeks to update, make revisions to, or provide for another written format for the processing of bargaining unit members’ grievances in accordance with Article V, Grievance Procedure, the HSTA and the employer will discuss an alternate written format. If the parties cannot agree on an alternate written format, the current form shall be maintained and continue to be used. The most current form for processing grievances shall be made available to any bargaining unit member.



HAWAII STATE TEACHERS ASSOCIATION
 1200 Ala Kapuna Street
 Honolulu, Hawaii 96819

HSTA Grievance # _____

STEP
 1
 2

GRIEVANCE FORM

Instructions for Employee: Complete this form. Retain one (1) copy (goldenrod) and submit two (2) copies to Association and three (3) to the appropriate supervisor.

TO: _____
 (Appropriate Supervisor) Position/School/Office (District)

FROM: _____
 (Name of Grievant) Position (School/Office)

In accordance with Article V, Grievance Procedure of the Agreement between the State of Hawaii Board of Education and the Hawaii State Teachers Association, a formal grievance is hereby submitted:

STATEMENT OF GRIEVANCE:

Date alleged violation first became known or date(s) of subsequent alleged violation: _____

Nature of grievance (Briefly state pertinent facts):

Specific term or provision of the Agreement allegedly violated:

Complete this section if grievance is filed at Step 2. Specific portion of the prior decision being appealed:

REMEDY SOUGHT:

 (Signature of Grievant) (Date Filed) (Receiving Party's Initials) (Date Rec'd)

 (Signature of Association Grievance Rep./Assoc. Field Representative, if applicable)

- 1. WHITE - Employer (District) 3. BLUE – Employer (Superintendent via OOPS) 5. CANARY - Association (Central File)
- 2. GREEN - Immediate Supervisor (Principal) 4. PINK - Association (Field Representative) 6. GOLDENROD - Grievance

APPENDIX II

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(AD HOC COMMITTEE)**

This Memorandum of Understanding is entered into this 1st day of July 2021, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Board and the Association support a process to discuss mutual interests in a timely manner. To facilitate this process, an Ad Hoc Committee is established for the purpose of discussing and making recommendations to appropriate bodies in accordance with established procedures.

The participants of this Committee shall include staff appointed by the Department of Education and staff appointed by the Association. The participants shall meet as needed, at mutually agreeable times and places, to allow them to address and resolve issues and concerns.

The outcomes of the discussions of each meeting shall be shared with both parties. On an annual basis, the HSTA and the Department of Education shall review the prior year's Ad Hoc Committee meetings, discussions, and outcomes, to analyze the particular issues, concerns, and resolutions, with a view towards developing means of avoiding future similar issues and concerns. Each party will determine which appropriate staff member(s) will participate in the annual review meeting. Should the parties determine that an annual review meeting is not necessary, or if no Ad Hoc Committee meetings occurred during the past year, no annual review meeting is required.

This Memorandum of Understanding shall expire on June 30, 2023.

STATE OF HAWAII

DocuSigned by:
By: Catherine Payne
Catherine Payne
Chairperson, Board of Education

DocuSigned by:
Christina M. Kishimoto
Dr. Christina M. Kishimoto
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

DocuSigned by:
By: Osia Tui, Jr. for Corey Rosenlee
Corey Rosenlee
President

DocuSigned by:
Wilbert Holck
Wilbert Holck
Executive Director

APPENDIX III

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(EXCEPTIONS TO THE AGREEMENT)**

This Memorandum of Understanding is effective as of July 1, 2021 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

- A.** The Board and the Association believe that the most effective decisions are those made closest to the point of implementation. They further acknowledge that bargaining unit 5 members have a right and an obligation to engage and participate actively in open dialogue where issues are presented, defined, discussed and resolved.

In accordance with Hawaii Revised Statutes, the Board has established, at each school, a School Community Council (SCC). The SCC assumes a collaborative approach to decision making.

The Board and the Association acknowledge that as part of school-level decision making, exceptions to the Bargaining Unit 5 Agreement (hereinafter called "the Agreement") may be requested by a SCC.

B. Bargaining Unit 5 Exception Process

When exceptions to the Agreement are being requested, Bargaining Unit 5 members shall use a consensus decision-making process. For the purpose of this Memorandum, consensus has been reached when all bargaining members in the school agree that their points of view have been heard and understood and that they can live with the decision.

If, after good faith efforts have been exhausted and consensus has not been reached, bargaining unit members shall move to the fallback decision-making process.

1. This process requires all active bargaining unit members at the school be provided the opportunity to vote by secret ballot. The Association Policy Committee at the school shall be responsible for contacting Bargaining Unit 5 members on paid and unpaid leave with return rights to the school.

2. Bargaining Unit 5 members shall be provided five (5) working days to cast their ballot.
3. In order for the vote to be valid, 66-2/3% of all of the ballots cast must be affirmative.
4. Bargaining Unit 5 members shall then report the results to the SCC. All contract exceptions are binding on all bargaining unit members at the school.

C. School Community Council Exception Review Committee

A State Committee to be called the SCC Exception Review Committee shall be established.

1. This Committee shall be comprised of two (2) representatives appointed by the Association and two (2) representatives appointed by the Board.
2. This Committee shall establish its own rules of operation.
3. This Committee shall review SCC's requests for exceptions to the Agreement, including those items incorporated by reference.
4. Both parties must approve exceptions to the Agreement.
5. Any exceptions to the Agreement shall not extend past the duration of the Agreement.
6. Unless otherwise specified by the Committee, all exceptions shall be renewed if all role groups at the school agree to continue them. The school shall submit a notification of renewal to the Committee.
7. If Bargaining Unit 5 members object to renewing an exception, they must go through the exception process before the request is submitted to the Committee.
8. If there are modifications to an exception, the role groups must go through the exception process before the request is submitted to the Committee.
9. The exceptions granted shall be applicable only to the school submitting the exception request.
10. Properly processed requests for exceptions granted by this Committee shall not be subject to the Grievance Procedure as provided for in the Agreement for the duration of the exception.

This Memorandum of Understanding shall expire on June 30, 2023.

STATE OF HAWAII

DocuSigned by:
By: Catherine Payne
Catherine Payne
Chairperson, Board of Education

DocuSigned by:
Christina M. Kishimoto
Dr. Christina M. Kishimoto
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

DocuSigned by:
By: Osa Tui, Jr. for Corey Rosenlee
Corey Rosenlee
President

DocuSigned by:
Wilbert Hoick
Wilbert Hoick
Executive Director

APPENDIX IV

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(TEACHER EVALUATION)**

WHEREAS,

The intent of this Memorandum of Understanding (MOU) is to:

- Communicate expectations related to the performance evaluation for teachers;
- Outline the conditions for the state's successful implementation of a performance evaluation system; and,
- Ensure teachers' and their Union representatives' involvement in the continuous improvement of the performance evaluation system through a formal mechanism for collaboration between Association as the exclusive representative of teachers and the Employer.

The parties recognize and agree that teacher performance is critical to students' growth and development. Therefore, the evaluation of teachers' performance should provide information pertinent to professional improvement that increases teachers' effectiveness in facilitating student learning and growth, so that all students reach their aspirations from early learning through college, career, and citizenship;

The evaluation shall be implemented in accordance with relevant Hawaii Revised Statutes, Hawaii State Board of Education (Board) policies, Bargaining Unit 5 collective bargaining provisions and the Employer's guidelines, procedures and Standard Practices;

This agreement builds upon ongoing national research and practice and two years of piloting the evaluation components in Hawaii. In 2011-12, 18 Hawaii schools piloted components of a new evaluation design and 81 schools piloted components in 2012-13;

The parties believe that our students and teachers deserve an effective education

system which includes a quality performance evaluation system that provides teachers with formative feedback to inform practice and advance student learning;

The parties agree that the evaluation system and personnel evaluations must be fair, transparent, equitable and comprehensive. The evaluation system must include orientation, training and supports for evaluation system participants including teachers being evaluated and administrators involved in producing teachers' evaluation rating, and follow up support as required;

The parties recognize that in the process of education and learning there are factors affecting student achievement that are not within the control of the teacher to affect; and, that these factors, external to the school and classroom, may have a significant impact on teachers' effectiveness and student achievement;

Performance evaluation is part of the Employer's Educator Effectiveness System (EES), a broader system of continuous improvement and effectiveness that addresses teacher recruitment, induction, mentoring, professional development, and retention. The performance evaluation provides data to support personalized professional growth;

The Employer and Association agree to the following statement of values, based on the National Education Association's principles of evaluation.¹

- The purpose of evaluation is to guide ongoing improvement and support. Specifically, the process of evaluation must provide meaningful and actionable feedback linked to professional development.
- The evaluation process needs to be co-designed with teachers and their Union representatives.
- The evaluation design must include multiple, valid measures based on transparent teaching standards.
- Observations must be conducted by certified evaluators whose work is regularly calibrated.
- Evaluation systems must be adequately funded and staffed, and fully

¹ National Education Association, provided by Segun Eubanks to both parties on February 14, 2013

developed and validated.

- Evaluation systems must include adequate training and ongoing support for all teachers on the new systems, before findings are used to make any high stakes employment decisions.
- Teacher input is essential in determining performance and learning outcomes.

In addition, the Employer and Association recognize that multiple forms of professional development are critical to enhance teacher practice. Professional development has the greatest impact when there is sufficient time for professional learning to be job-embedded as part of an educator's workday.²

THEREFORE,

The Employer and Association agree that the provisions of this MOU are consistent with the provisions of the Collective Bargaining Agreement, 2021-2023. The following conditions and actions enable successful implementation of the performance evaluation statewide, effective July 1, 2021:

1. Collaboration

- a. The Hawaii Department of Education (Department) and Association agree to form a joint committee that shall review the design, validity, and reliability of the performance evaluation system for continuous improvement of design and implementation necessary to meet the aspirations detailed within the statement of values. The joint committee will provide recommendations for adjustments or changes to the Superintendent of Education and the Hawaii State Board of Education to improve the design and implementation.
- b. The committee shall include key stakeholders and be composed of an equal number of representatives selected by each party.
- c. The joint committee shall meet at least twice a year.
- d. The scope of the joint committee shall include, but shall not be limited to, review of the following:

² Learning Forward, Standards for Professional Learning. Oxford, OH 2011

- i. Equity on the evaluation design between classroom and non-classroom teachers;
 - ii. Whether and how to differentiate the evaluation cycle for those teachers rated as consistently effective and/or highly effective;
 - iii. Whether and how to include school-wide growth measures for all teachers;
 - iv. Reclassification opportunities;
 - v. Method of calculating the summative evaluation rating;
 - vi. Supports including orientation, information, training and follow up professional development related to evaluation;
 - vii. Timelines related to the evaluation system;
 - viii. Results of the evaluation system; and,
 - ix. Other issues mutually agreed upon.
- e. Teachers and their Association representatives will have ongoing opportunities to be involved in the design and implementation of the performance evaluation system. Teachers may be asked to participate in surveys, serve on workgroups and associated sub-committees; in addition, teachers may provide structured feedback through the relevant Association UniServ representative.

2. Measuring Effectiveness: Design and Implementation

- a. The performance evaluation design meets the requirements of the Hawaii State Board of Education Policy 203-4 on Teacher Performance Evaluation. To meet the requirements of section 302A-638 of Hawaii Revised Statutes and Hawaii State Board of Education Policy 203-4 on Teacher Performance Evaluation, the evaluation process will be ongoing and produce an annual evaluation rating of each teacher's performance. The rating will be based on multiple measures.
- b. The intent of the performance evaluation is to treat teachers fairly and equitably while recognizing that the bargaining unit includes teachers who are not based in a classroom and whose duties may not include direct instruction of students (e.g. curriculum coordinators, counselors, resource teachers). In accordance with Hawaii State Board of Education Policy 203-4, teachers' practice will be assessed based on their professional practice related to their

duties and responsibilities and teachers' contribution to student learning and growth.

- c. The performance evaluation design will be based 50% on teacher practice and 50% on student learning and growth. Each of these shall be determined using multiple measures.
 1. Teacher practice will be determined by classroom observations or a working portfolio (for non-classroom teachers) and teachers' core professionalism.
 2. Student learning and growth will be determined by multiple measures and within student learning objectives or school system improvement objectives (non-classroom teachers).
 - d. The method of calculating the summative rating shall be determined before the start of the school year, and information about the method will be included in an evaluation manual and training.
 - e. The performance evaluation will result in an annual rating of each teacher's performance. The rating will be on a four-point scale: highly effective, effective, marginal, and unsatisfactory.
 - f. Each teacher's evaluation rating will be a part of their official evaluation record in their personnel file.
 - g. Teachers shall have the opportunity to document concerns or additional context surrounding their professional evaluation in their official evaluation record.
4. Preparing and Supporting Evaluators
- a. Complex area capacity may be enhanced to provide schools with targeted support on the performance evaluation system. Specific positions may be allocated and dedicated to conduct trainings, track progress, and support evaluators on implementing the evaluation system in schools.
 - b. Evaluators shall be trained on the overall evaluation system and specifically certified in the classroom observation protocol prior to initiating any formal classroom observations which will be used to determine a teacher's annual

evaluation rating.

- c. Evaluators shall calibrate regularly to strengthen accuracy and inter-rater reliability according to the protocol of the observation tool.

5. Preparing and Supporting Teachers

- a. Teachers shall be trained on the performance evaluation system:

- i. By the first day of instruction for students, teachers will receive an orientation to the performance evaluation system, including the tools, process, performance criteria, method of calculating the annual evaluation rating, and timelines. The first cycle of formal observations shall not begin until these conditions are met. Teachers may receive additional training as necessary to build the knowledge, understanding and awareness of the performance evaluation system.
- ii. Subsequent trainings are expected to focus on the application of the performance evaluation system to identify data trends, derive insights, adjust daily practice, and support broader instructional improvement efforts.
- iii. First year teachers may receive an additional day of training as an orientation to the Department, instructional expectations and resource supports.

- b. Pursuant to an MOU between the Employer and Association on the professional development time, every school will have dedicated time each month as part of the teacher workday for teachers to participate in job-embedded professional development. This time will be used for educators to work and learn together on strategic priorities of the Board and Department.

- c. School and complex area personnel shall provide targeted support around the implementation of the performance evaluation system and achievement of individual learning goals and objectives.

- i. Each school has personnel, such as curriculum coordinators, literacy/data coaches, technology coordinators, resource teachers, department heads and grade level chairs, whose job duties and responsibilities include support for teachers, the school's professional learning community, and student learning; these personnel are part of

the system of support.

- ii. Probationary teachers in their first and second year will be provided a dedicated teacher mentor in accordance with their complex area's induction and mentoring program and as required by Board Policy 204-1.
 - iii. Each complex area will contain identified teachers that serve as trained experts in the classroom observation model and student learning objectives. The skills of these trained teachers are resources for school-based support for teachers who request assistance or need support. These trained teachers shall not conduct formal observations that are used to determine the annual performance evaluation rating.
- d. Teachers will have access to a searchable database of all available large scale professional development offered by the state office and complex areas within Department's data system as well as online courses and video modules. All of these supports will be searchable by the components within the data system related to the performance evaluation system.
- e. All teachers will develop and maintain an individual professional development plan that identifies areas for targeted growth and learning of teachers and students. Completion of the learning opportunities within the plan will be considered a matter of professional responsibility. For teachers rated as marginal, the evaluator shall be responsible for leading development of the professional development plan.

6. Procedural Safeguards and Assurances

- a. The performance evaluations are subject to Article VIII - Teacher Performance, including but not limited to:
 - i. All formal evaluations of teachers shall be in writing.
 - ii. No teacher shall be required to sign a blank or incomplete form.
 - iii. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - iv. The use of eavesdropping, public address-audio systems and

similar devices for teacher evaluation shall be prohibited.

- v. Upon completion of the final evaluation rating, the evaluator will review/discuss the evaluation with the teacher.
- b. The following provisions of Article VIII - Teacher Performance are further elaborated:
- i. The formal observation of a teacher's classroom practice contains a pre-observation conference, an observation, and a post-observation conference based on the documentation of the observation.
 - 1. A teacher shall be notified at least twenty-four (24) hours prior to pre-observation conversation before an observation commencing for purposes of performance evaluation.
 - 2. The expectation is that the evaluator provides feedback within a two-week period of conducting the observation, as recommended by best practice.
 - 3. Observations for summative evaluation purposes shall be conducted by Department Educational Officers.
 - ii. For salary increment purposes, tenured teachers in active service shall be assumed to have an effective rating for that school year unless specifically rated less than effective based on the documentation and process outlined in this MOU. Teachers for whom this applies may provide documentation within the evaluation record, as specified in Item 6 (e) below.
- c. An administrator from the teacher's school or administrative office shall determine the final summative rating.
- d. Individual teachers shall be provided an opportunity to document concerns or additional context surrounding their professional evaluation with their official evaluation record for their personnel file.
- e. Pursuant to the MOU between the Employer and Association, tenured teachers rated as marginal may seek an expedited appeal.

7. The Department will provide the joint committee the results of a systematic review of the evaluation design and implementation prior to the start of each school year. Prior to the start of the school year, the joint committee shall provide recommendations for amendments or changes to the Superintendent of Education and Board of Education.
8. This Memorandum of Understanding may be modified by mutual agreement of the Employer and the Association. The MOU shall expire on June 30, 2023.

STATE OF HAWAII

DocuSigned by:
Catherine Payne
By: _____
Catherine Payne
Chairperson, Board of Education

DocuSigned by:
Christina M. Kishimoto

Dr. Christina M. Kishimoto
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

DocuSigned by:
Osa Tui, Jr. for Corey Rosenlee
By: _____
Corey Rosenlee
President

DocuSigned by:
Wilbert Hoick

Wilbert Hoick
Executive Director

APPENDIX V

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(EXPEDITED APPEALS PROCESS)**

This Memorandum of Understanding is effective July 1, 2021, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (“Association”).

An expedited evaluation appeals procedure for tenured teachers rated Marginal shall be used instead of Steps 1 and 2 of the grievance procedure, Article V, for performance evaluations only. An appeal may only be made for the overall evaluation rating of Marginal.

Under the expedited evaluation appeals procedure, a tenured teacher may submit an appeal of an overall evaluation rating of Marginal to the designated Evaluation Appeals Panel which will be comprised of a panel of four individuals trained in the evaluation process, as appropriate: two (2) selected by the Association and two (2) selected by the State of Hawaii Department of Education (“Department”). In the preparation of the appeal, the Association may assist the teacher and the Department may assist the evaluator, provided that only the teacher and the evaluator may address the panel.

The role and responsibility of the Evaluations Appeals Panel is to: (1) review the case to determine if the evaluation procedures were properly applied and administered, and (2) review the case to determine if there is sufficient documentation to support the evaluation rating. The panel may consider additional evidence, as it deems appropriate. A decision to uphold the appeal requires a vote of at least 3 members of the panel. In the case where the panel has upheld the appeal, the panel will determine the final rating. In the case where the panel denies an appeal, the original evaluation rating shall stand.

The appeal request must be submitted in a timely manner within 15 days of receiving the annual evaluation rating. The review shall be conducted in an expedited manner no later than July 15, and a decision shall be rendered within 15 days after the hearing. Deadlines may be extended by mutual agreement of the Department and the Association.

The Association may take the panel’s decision directly to arbitration, according to the provisions of Article V. The parties shall not have the right to present different allegations, facts, evidence and arguments in arbitration than those presented to the appeals panel.

This Memorandum of Understanding may be modified by mutual agreement of the Employer and the Association. The MOU shall expire on June 30, 2023.

STATE OF HAWAII

By: DocuSigned by:
Catherine Payne
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Catherine Payne
Chairperson, Board of Education

DocuSigned by:
Christina M. Kishimoto
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Dr. Christina M. Kishimoto
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: DocuSigned by:
Osa Tui, Jr. for Corey Rosenlee
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Corey Rosenlee
President

DocuSigned by:
Wilbert Holck
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Wilbert Holck
Executive Director

APPENDIX VII

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(RECRUITMENT/RETENTION INCENTIVE FOR
HARD-TO-STAFF LOCATIONS)**

This Memorandum of Understanding is effective as of July 1, 2021 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association. In an effort to provide stability and continuity in the learning communities of hard-to-staff schools, the parties mutually agree to a differential for licensed teachers, including public charter school teachers, employed in the following geographical areas and campuses, shall be paid a hard-to-staff incentive as follows:

An annual differential of \$3,000 shall be paid at the following geographical areas and campuses:

- Hana Complex
- Keaau Complex
- Lanai Complex
- Molokai Complex
- Kau Complex
- Nanakuli Complex
- Pahoia Complex
- Waianae Complex

The funding for the retention incentive shall not come out of public charter school per pupil allocations.

This Memorandum of Understanding shall expire on June 30, 2023.

STATE OF HAWAII

DocuSigned by:
By: Catherine Payne
Catherine Payne
Chairperson, Board of Education

DocuSigned by:
Christina M. Kishimoto
Dr. Christina M. Kishimoto
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

DocuSigned by:
By: Osa Tui, Jr. for Corey Rosenlee
Corey Rosenlee
President

DocuSigned by:
Wilbert Holck
Wilbert Holck
Executive Director

APPENDIX VIII

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(SUPPLEMENTARY PAY)**

This Memorandum of Understanding is entered into this 1st day of July 2021, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

Effective the first day of the 2021-2022 school year, the supplementary pay schedules shall be as follows:

1. Athletic Coaches who are Bargaining Unit 05 members shall receive the amounts specified in HRS 302A-633.6.
2. Assistant Athletic Directors who are Bargaining Unit 05 members shall receive \$1390.
3. Directors of performing high school bands or orchestras shall receive \$3750.
4. Directors of performing intermediate or middle school bands or orchestras shall receive \$1875.
5. Department and Grade Level Chairpersons of large schools as defined in the Standard Practices shall receive \$1295.
6. Department and Grade Level Chairpersons of small schools as defined in the Standard Practices shall receive \$1045.
7. Drama Coaches (excluding Learning Center Drama Coordinators) shall receive \$1000.
8. Librarians shall receive \$1295 per year if they are in compliance with the July 3, 1997 Superintendent's memorandum regarding Librarian Differential and Library Readiness.
9. Directors of performing chorus or choral groups shall receive \$1000 per year.
10. Vocational Agricultural Teachers with large farms shall receive \$1250 per year.

11. Vocational Agricultural Teachers with small farms shall receive \$1,000 per year.

This Memorandum of Understanding shall expire on June 30, 2023.

STATE OF HAWAII

DocuSigned by:
Catherine Payne
By: _____
Catherine Payne
Chairperson, Board of Education

DocuSigned by:
Christina M. Kishimoto
By: _____
Dr. Christina M. Kishimoto
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

DocuSigned by:
Osa Tui, Jr. for Corey Rosenlee
By: _____
Corey Rosenlee
President

DocuSigned by:
Wilbert Holck
By: _____
Wilbert Holck
Executive Director

APPENDIX IX

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(LICENSING FEES)**

This Memorandum of Understanding is effective as of July 1, 2021 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Employer shall pay to the Hawaii Teacher Standards Board (HTSB) the annual license fees for all tenured teachers, provided:

- 1) the teacher submitted a request to the HTSB to have the Employer pay the fee on or before the date the fee is due, and
- 2) the last evaluation rating received prior to the year in which the fee is due is "effective" or "highly effective", pursuant to Article VII.

Should either or both of the above two conditions not be met, the teacher is responsible for payment of the license fee, along with any late fees or penalties that may be assessed by the HTSB, and the Employer will not be responsible for the payment.

For purposes of administering the payment of the annual license fee in accordance with this Appendix, a year will be defined as July 1st to June 30th. The Employer shall pay one annual license fee per teacher during this period.

This Memorandum of Understanding shall expire on June 30, 2023.

STATE OF HAWAII

DocuSigned by:
By: Catherine Payne
Catherine Payne
Chairperson, Board of Education

DocuSigned by:
Christina M. Kishimoto
Dr. Christina M. Kishimoto
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

DocuSigned by:
By: Osa Tui, Jr. for Corey Rosenlee
Corey Rosenlee
President

DocuSigned by:
Wilbert Holck
Wilbert Holck
Executive Director

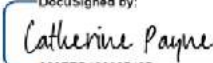
APPENDIX X
MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(TRAVEL AND PER DIEM)

This Memorandum of Understanding is effective July 1, 2021, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association ("Association").

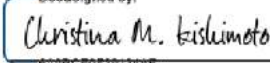
In the event the Employer establishes higher travel and per diem rates for official travel by other state employees or rates established by the Internal Revenue Service are increased, the parties shall meet to discuss the feasibility of making adjustments to Article VI, Paragraph M, Traveling Teachers.

This Memorandum of Understanding shall expire on June 30, 2023.

STATE OF HAWAII

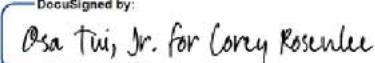
By: DocuSigned by:


Catherine Payne
Chairperson, Board of Education

DocuSigned by:


Dr. Christina M. Kishimoto
Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: DocuSigned by:


Corey Rosenlee
President

DocuSigned by:


Wilbert Holck
Executive Director

APPENDIX XI

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION
AND
HAWAII STATE TEACHERS ASSOCIATION
(ENGLISH LEARNER (EL) COMMITTEE)**

This Memorandum of Understanding is entered into this 1st day of July 2021 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

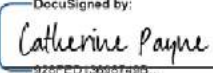
The parties agree to establish an English Learner (EL) Committee as a pilot for school years 2021-2022 and 2022-2023. The committee shall be comprised of no more than two (2) representatives appointed by the DOE and no more than two (2) teacher representatives appointed by the Association, plus one (1) union staff and one (1) DOE state office resource person.

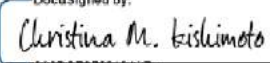
This committee shall meet not less than two (2) times each school year for the purpose of fact-finding and problem-solving operational and working condition concerns for teachers assigned EL students.

Recommendations that may be made by this committee shall be presented to the Superintendent for consideration.

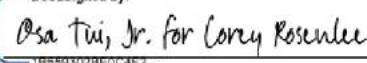
This Memorandum of Understanding shall expire on June 30, 2023.

STATE OF HAWAII

By: 
DocuSigned by: Catherine Payne
 Catherine Payne
 Chairperson, Board of Education


DocuSigned by: Christina M. Kishimoto
 Dr. Christina M. Kishimoto
 Superintendent, Dept. of Education

HAWAII STATE TEACHERS ASSOCIATION

By: 
DocuSigned by: Corey Rosenlee
 Corey Rosenlee
 President


DocuSigned by: Wilbert Holck
 Wilbert Holck
 Executive Director