

## **ARTICLE I - RECOGNITION**

This Agreement is entered into this 1st day of July 2005 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."

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, Model Cities Teachers, 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 male teachers shall include female teachers. It is further 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. FIELD REPRESENTATIVES**

Field representatives of the Association 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 field representatives and maintain its currency.

### **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. FACULTY GOVERNANCE**

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/she will attempt to schedule in the faculty meeting those items which he/she 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/her 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/her school as entitled for such time as he/she is on leave and/or one (1) leave extension while serving as President of the Association. When the President returns from the leave, he/she shall be placed in the appropriate range/step of the salary schedule as if he/she 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.

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

- B. 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.

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-2g, or refusing to process the complaint further provided that such disputes shall be provided under Section G-2e.

- C. ASSOCIATION REPRESENTATION.** 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 XXII 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.

- D. 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.

- E. STEP 1. a)** 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.

b) 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.

c) The CAS or Assistant Superintendent in the case of State Office teachers may hold a meeting for the purpose of obtaining evidence pertaining to the grievance and for the purpose of attempting to settle the matter. The decision will be in writing and delivered to the grieving party within five (5) days of the receipt of the grievance.

F. **STEP 2.** a) If the answer to the grievance in Step 1 is not delivered within five (5) days or does not satisfactorily resolve the matter, then the grieving party in Step 1 may appeal such answer or any part thereof, by filing the grievance with the Superintendent or designee within five (5) days after the receipt or non-receipt of the answer in Step 1. The Superintendent or designee shall hold a meeting within five (5) days. However, a formal hearing shall be held in lieu of a second level meeting if requested by either party.

b) 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.

c) 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 hearing or meeting.

G. **MEDIATION/ARBITRATION**

If a claim by the Association or teacher that there has been a violation, misinterpretation or misapplication of this Agreement is not satisfactorily resolved at Step 2, the Association may present a request for arbitration of the grievance within ten (10) days after receipt of the answer at Step 2.

However, a grievance may be submitted to mediation after the Association has submitted its request for arbitration.

1. **MEDIATION**

Within five (5) days of filing for arbitration, 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.

- a. The Department of Education (DOE) and the Association 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 Article shall be suspended for at least twenty-five (25) days to accommodate the mediation process.
- b. Within five (5) days following the agreement by the DOE and the Association to mediate the grievance, the parties shall mutually agree to a mediator experienced in the application of mediation skills. If the parties are unable to mutually agree upon a mediator, the parties shall request from the Hawaii Labor Relations Board (HLRB) the names of five (5) mediators. The mediator shall then be chosen by the parties by alternately striking one (1) name at a time from the list. The party to scratch a name first shall be determined by lot. The mediator whose name remains on the list shall serve as the mediator in that case.
- c. The parties shall share equally the fees and expenses of the mediator.
- d. The grievant shall have the right to be present at the mediation conference(s).
- e. There shall be one (1) person from each party designated as spokesperson for their respective party at the mediation conference. The composition of each party's team shall be left to the discretion of the parties.
- f. The mediator shall have the authority to meet 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.
- g. The issue(s) shall be limited to those presented at Step 2 of the Grievance Procedure. Proceedings before the mediator 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 mediator shall be instructed not to make public any information relating to or arising from the mediation process.
- h. If no settlement is reached in mediation within the specified time limit, the Association shall notify the DOE of its intent to proceed with arbitration in accordance with Section G of this Article.

- i. In the event that a mediated grievance is appealed to arbitration, the mediator shall not serve as the arbitrator. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held.

## 2. **ARBITRATION**

Should the parties not agree to mediation, or if the mediated grievance was not resolved, the grievance timeline shall be reinstated.

- a. 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 that the Hawaii Labor Relations Board provide 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.

- b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. The parties shall not have the right to present different allegations, facts, evidence and arguments in arbitration than those presented to the State Superintendent or designee at the Step 2 meeting or hearing.
- H.** The Employer acknowledges the right of the Association's grievance representative to represent any grievant at any level if so requested by the grievant.
- I.** The parties 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 Step 2 provided it is at no cost to either party. The grievance time frame shall be suspended for twenty-five (25) days to accommodate the mediation process.
- J.** No reprisals of any kind will be taken by the Employer or the school administration against any teacher because of his/her participation in this Grievance Procedure.
- K.** All documents, communication and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- L.** The Employer has the right to suspend, demote, discharge or take other disciplinary action against a teacher for proper cause.
- M.** Disciplinary action taken against any teacher shall be for proper cause and shall be subject to the Grievance Procedure. An expedited grievance procedure shall be used for suspensions or terminations of teachers. The informal discussion and/or Step 1 of the grievance procedure shall be waived.

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.

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.

2. 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.
3. 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 G.2-Arbitration, of this Agreement. The arbitration will be conducted in accordance with Article V, Section G, of this Agreement.
4. The Employer will furnish all relevant information requested by the committee.

5. The Employer agrees to maintain the average statewide class size ratio of 26.15 to 1.

6. 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.

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.

7. It is recognized in fulfilling the obligations set forth in this Article that bargaining unit positions allocated for each of the school years 2003-04 and 2004-05 shall not be reduced to implement said Article, except as provided for by statutes.

### 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

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.

The regular work day shall consist of seven (7) hours.

#### 2. Flexible Work Time

- a. Teachers may be required to participate in inservice 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.

**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 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/she is 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.
- 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.

**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/she is 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 and duplicating facilities 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.

Effective July 1, 2003, teachers who may be required to use their automobiles 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 rate of thirty-seven cents (\$.37) per mile for all driving done between arrival at his/her first school at the beginning of his/her work day and departure from his/her base school at the end of the work day. However, if the distance from the teacher's home to his/her first location or from the teacher's last location to his/her home is greater than the distance between the teacher's home and his/her base school, he/she 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/her home as of the first day of the school year.

Teachers required in the course of their work to drive their personal automobile from one school to another shall be reimbursed at the prevailing rate. The same allowance shall be given for the use of personal cars 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 eighty dollars (\$80) 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 thirty (30) minutes before the scheduled flight departure time and shall end upon the teacher's return to his/her 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 thirty dollars (\$130) 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/her 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. Effective July 1, 2003, 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/her 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/her 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. Where substitute funds are available and with the concurrence of the principal, librarians in schools with one (1) librarian shall be granted substitutes on request.

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/her classroom, on his/her person or at his/her 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 the Thursday 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 in June. 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.

**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. Classroom teachers shall have one (1) daily preparation period scheduled by the Employer during the teacher's regular work day. A preparation period shall consist of a continuous block of time of not less than forty (40) minutes. However, in cases where the scheduled single preparation period exceeds forty (40) minutes, the excess minutes shall be considered preparation time. Preparation periods, if scheduled at the end of the day, may be more than forty (40) minutes if scheduling allows.

2. 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.

Up to twelve (12) teacher's preparation periods may be used per semester at the discretion of the Employer to provide inservice 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/she has 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.

3. 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.

4. 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.

Early morning preparation periods shall not be scheduled on Wednesdays and on days when training or other activities as provided for in the Agreement have been scheduled contiguous to the work day.

a. 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.

b. With reasonable notice (at least two [2] days in advance), afternoon events, meetings and/or inservice 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.

c. If problems arise in implementing this provision (e.g., repeated tardiness or nonattendance at principal-scheduled afternoon events, meetings and/or inservice training activities, etc.) as provided for within the Agreement, the principal may suspend a teacher's early morning preparation period until a mutually satis-

factory 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.

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.

**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 when the teachers are assigned campus and/or playground supervision of students on a rotating basis.

A teacher may leave the campus during his/her 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, teachers without preparation periods shall not have yard duty.

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:

- a. dances that are not semi-formals, formals, proms, balls or banquets;
- b. intermediate or middle school dances during non-school hours, unless associated with a banquet;
- c. athletic events; and
- d. 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/she 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 (200) minutes of preparation time per work week in blocks of not less than forty (40) 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 thirty-five (335) 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 (200) minutes of preparation time per work week in blocks of not less than forty (40) 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 sixty-five (465) 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. Where present teaching schedules provide for five (5) teaching assignments per day, no more than twenty-five (25) teaching assignments shall be scheduled per week. Where present teaching schedules provide for six (6) teaching assignments per day, no more than thirty (30) teaching assignments shall be scheduled per week.
- 2. In both the cases of the five (5) and the six (6) teaching assignment schedules for teachers, the Employer may alter the number of assignments in any given work day provided the weekly total in the case of the former shall not exceed twenty-five (25) assignments per week and in the case of the latter shall not exceed thirty (30) assignments per week, and provided further that in no case shall the instructional time per work week exceed the aggregate number of minutes provided for in this Agreement.
- 3. When a school is on a five (5) or six (6) period teaching assignment and the principal desires to change the schedule so that it results in a greater number of weekly assignments than occurs under a five (5) or six (6) period assignment schedule, this may be done by agreement with a majority of teachers in that school so long as the total instructional time does not exceed the aggregate instructional time provided for in this Agreement.

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

1. The regular work day for certificated support personnel shall be the same work day as for all other members of the bargaining unit.
2. The Employer shall provide a duty free relief break of twenty (20) minutes per day for certificated support personnel.
3. Certificated 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.

**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/she 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. 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:

- the use of time within the instructional day for IEP meetings without disrupting students' schedules;
- the use of school days for developing IEPs;
- the modification of existing rules, procedures and practices relating to the development of IEPs; and
- 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

The DOE shall provide computers or access to computers for use in special education within budgetary limitations. 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.

**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 #5204**

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 Leave**

Half-time teachers shall be granted three (3) adjusted personal 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.

**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. NOTIFICATION OF ASSIGNMENTS**

Assignments and schedules for the following year shall be made by June 10, and by that date, teachers shall be notified of their next year's assignments 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 SF-5As no later than June 10 or as soon as possible after consummation of transfers and/or new assignments.

Changes made to the SF-5A form shall be reflected on the reverse side as soon as possible.

**B. MASTER SCHEDULE**

During the third quarter of the school year, information such as the preliminary position allocation from the District Office, student course request tally, conflict matrix (if available) 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 master schedule 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.

Changes in assignments within a school after June 10 shall be made for the good of the educational program of that school and upon consultation with the teacher(s) affected.

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

**C. ASSIGNMENT/TRANSFER SELECTION CRITERIA**

Teachers shall not be assigned nor granted a transfer outside the scope of their teaching 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; 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 August 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. "GRANDFATHERED" TEACHERS**

Teachers assigned on or before February 29, 1972, and employed outside the scope of their teaching or professional specialist certificates or their major or minor field will be "grandfathered" in that specific job category for the duration of that assignment. Such teachers subsequently applying for transfer to teaching vacancies outside the scope of their certification or major or minor field will be deemed qualified in the job category they have been performing, namely librarian, counselor, elementary teacher or secondary teacher spending fifty percent (50%) or more time in the assigned subject as long as they continue to teach in that category and such status may be considered as part of such teacher's job qualifications for the vacancy applied for.

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

**F. STAFF REDUCTION**

"Staff Reduction Guidelines for Certificated Personnel (Teacher Types)" dated December 1977 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/she 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/she so desires, a preferred list of not more than three (3) schools, three (3) geographic areas within his/her district, or other districts, to his/her 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/her preferred areas. This teacher shall have priority for a vacant position in his/her 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.

## **G. TRANSFERS**

### **1. Transfer Period**

The voluntary transfer period shall be from February 28 to May 8 of each year. A teacher may indicate on the Form 101b his/her preference to teach in another subject area/grade level, if qualified. Teachers may amend their 101b forms during the voluntary transfer period to apply for transfers to other schools and/or an intra-school reassignment.

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

## 2. 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."

There shall be six (6) postings for all vacancies except for Special Education vacancies which shall have four (4) postings beginning February 28.

Each posting notice shall be for fourteen (14) calendar days except for the sixth posting notice which shall be for seven (7) calendar days.

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

In the event that there are no positions available for transfer at the beginning of the transfer period, the Employer shall, in the first posting period, post notice that the next posting shall occur when position(s) are identified as available for transfer, or May 1, whichever is earlier. From that point on, the postings shall be on the required biweekly basis.

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.

The school administrator shall acknowledge receipt of application Form 101b and shall schedule an interview. Efforts shall be made to schedule all interviews by the third working day after the close of that posting period or as soon as possible thereafter.

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/she accepts the limited term assignment.

## 3. Status of Positions Occupied by Probationary Teachers

Satisfactory probationary teachers serving in their fourth semester probation at the beginning of the transfer period may apply for vacancies only on the first and second vacancy postings. If these probationary teachers do not consummate transfers from the first or second vacancy postings, they will be placed back into existing vacant positions according to probationary rehiring priorities at that time.

Positions presently occupied by probationary teachers shall be made available for the voluntary transfer period and/or staff reduced teachers. Probationary teachers shall be assigned to positions after there are no qualified tenured teachers for those positions. Every reasonable attempt shall be made to place the probationary teachers in their former district if they so desire.

## 4. 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.

## H. 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.

## I. 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 September 15 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 G-Mediation/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 October 22 of the respective school year.

### ARTICLE VIII - TEACHER EVALUATION

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers. Therefore, to this end, the following procedures have been agreed to in an effort to accomplish these goals.

- A. 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 and similar devices for teacher evaluation shall be prohibited.
- B. Teachers shall be evaluated in accordance with the following:
  - 1. Teachers shall be given appropriate evaluation orientation and training in Professional Evaluation Program for Teachers (PEP-T).
  - 2. The two-year evaluation period cycle for probationary and Temporary Teacher Appointment Agreement (TTAA) teachers shall be appropriately shortened to provide for an appropriate evaluation rating for the specified period of employment.
  - 3. For tenured teachers displaying documented performance deficiencies, the five-year evaluation period cycle may be modified at any time by the principal or supervisor to permit the determination of an appropriate evaluation rating for each school year.
  - 4. For salary increment purposes, tenured teachers in active service shall be assumed to have satisfactory ratings for each school year unless specifically rated less than satisfactory during that school year.
- C. A teacher who has been given an unsatisfactory rating may process a grievance in accordance with the terms and time limitations of Appendix XV, Professional Evaluation Program for Teachers, except as provided for in Article VIII, Section E, paragraphs 2 and 3. A teacher whose unsatisfactory rating has been maintained through the grievance procedure as described in Article V shall be terminated.
- D. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluator at least the day before any conference to discuss it.
- E. 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. 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.

## **ARTICLE IX - PERSONNEL INFORMATION**

- A.** No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had the opportunity to review such material and the opportunity to affix his/her 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.
- B.**
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.
- C.** 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/her 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/her students or his/her 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/her 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/her duties and responsibilities and in the course of his/her 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-Field 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 HMSA, Kaiser, or Worker's Compensation benefits, in the event a teacher is assaulted while performing duties within the scope of his/her 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/she is performing duties within the scope of his/her 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.

**L. EMPLOYEE ASSISTANCE PROGRAM**

Whenever a teacher is identified by either the Employer or the Association as a troubled employee, both parties shall endeavor to expeditiously and jointly assist the troubled employee.

Should a teacher participate in the State's Employee Assistance Program (EAP), he/she, upon giving at least twenty-four (24) hours advance notice, shall be given time off for the initial appointment with the staff of the EAP, provided that adequate coverage can be arranged.

**ARTICLE XI - STUDENT DISCIPLINE**

- A.** The Employer recognizes his 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/her 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/she 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/her 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/her decision include the readmittance of the student to the class, the teacher shall be notified in writing of the conditions under which the readmittance is granted.

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 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 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 five (5) 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.

Three (3) 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 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/she requests, a written explanation.

A teacher on sabbatical leave shall receive the pay to which he/she is 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.

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.

C. 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. When a principal desires to fill a department or grade level chairperson position but finds no acceptable candidate who is willing to accept the position, 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.

- C. A department or grade level chairperson shall coordinate, plan, budget and assist his/her department or grade level as follows:
1. **Coordination**
    - a. Coordinates the work of all teachers, including substitute teachers within his/her department or grade level.
    - b. Acts as liaison between the administration and his/her 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/her 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/her department or grade level.
    - c. Assists in the subject assignment among teachers in his/her department or grade level.
    - d. Performs such other tasks as assigned by the principal that are reasonable and related to his/her 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 XVII-Salaries.

#### **ARTICLE XVI - 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.

The first two (2) days shall be without students and one (1) of these two days shall be for teacher-initiated activities. One (1) work day without students shall be scheduled between semesters for grading and other teacher-initiated activities. 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 inservice training, school program planning and assessment, or principal-teacher evaluation conferences beyond the regular work day of teachers. One (1) day shall be without students at the end of the school year.

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 inservice 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.

Teachers shall have one (1) day set aside for Teacher Institute Day.

The Employer shall not schedule nor require work to be performed on any of the following holidays.

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

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

The work year for ten (10) month teachers shall end before Kamehameha Day.

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

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/her 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 – SALARIES

The Employer as defined in Section 89-2(9), Hawaii Revised Statutes and the Hawaii State Teachers Association, hereinafter called the "Association" herein agree to modify and amend the Agreement signed on April 22, 2005 as follows:

- A. Effective the sixth (6<sup>th</sup>) pay period of the 2005-2006 work year:
1. The salary schedule designated Exhibit A shall be amended to reflect an across-the board increase of three-and-a-half percent (3.5%).
  2. The salary schedule shall also be amended to reflect percentage changes between classes.
  3. Additionally, a step shall be created between Step 14 and Step 14A. This new step shall be designated Step 14A. Teachers currently on Step 14A shall be moved to the step designated Step 14B and the new Step 14A shall remain vacant.
  4. This amended salary schedule shall be designated Exhibit 1.
- B. Effective the first day of the 2006-2007 work year:
1. The salary schedule designated Exhibit 1 shall be amended to reflect an across-the-board increase of two percent (2%) for steps 1 through 14A.
  2. Step 14B shall also be amended to reflect an across-the-board increase of five percent (5%).
  3. The salary schedule shall be further amended to reflect three percent (3%) steps between Steps 1 through 3 and Steps 5 through 14A. There shall be a six percent (6%) difference between Steps 14A and 14B.
  4. Additionally, teachers compensated on Steps 5-14 of the salary schedule designated Exhibit 1 shall move to the next higher step within the respective classification.

5. Teachers on Step 1 and 2 of the salary schedule designated Exhibit 1 shall also move to the next higher step within the respective classification.
  6. This amended salary schedule shall be designated Exhibit 2.
- C.** 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 2005-2007 Agreement.
- D.** New hire teachers entering the salary schedule in 2005-2006 who hold a degree with a SATEP shall be placed in the same step as inservice teachers who hold a degree with a SATEP with equivalent years of service credit and no outside teaching experience. No more than six (6) years of verified non-DOE teaching experience may be credited as determined by the DOE.
- New hire teachers entering the salary schedule in 2005-2006 who do not hold a degree with a SATEP shall be placed in Step 1 of Class II or Class III of the salary schedule based on their educational qualifications. Upon completion of a SATEP, teachers moving from Steps 1 through 3 of Classes II, III, or IV of the salary schedule shall be placed on the appropriate step as new hire teachers entering the salary schedule who hold a degree with a SATEP.
- New hire teachers entering the salary schedule in 2006-2007 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 inservice 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. New hire teachers entering the salary schedule in 2006-2007 who do not hold a degree with a SATEP shall be placed in Step 1 of Class II or Class III of the salary schedule based on their educational qualifications. Upon completion of a SATEP, teachers moving from Steps 1 through 3 of Classes II, III, or IV of the salary schedule shall be placed on the appropriate step as new hire teachers entering the salary schedule who hold a degree with a SATEP.
- E.** 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.
- F.** No inservice credit will be required as a condition of receiving an incremental or longevity salary increase.
- G.** No teacher shall be denied a salary increment as provided by statute without proper cause.
- H.** Unless specifically modified in this Agreement, all differentials and supplementary pay schedules in effect on the execution date of the Agreement will remain in effect until June 30, 2007.
- I.** Effective the first day of the 2001-2002 school year, supplementary pay shall be amended to reflect the following:
1. High school band directors of performing bands shall receive \$3,000 per year.
  2. Intermediate and middle school band directors of performing bands shall receive \$1,500 per year.
  3. Librarians shall receive \$1,036 per year.
- 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 satisfactory 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.** Professional Development
1. Department of Education employees on initial appointments shall remain in class for two (2) semesters prior to re-classification.
  2. A combination of Professional Development (PD) credits and/or academic credits approved by the Department may be used to change classification.
  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) re-classifications per school year. The teacher shall serve one semester time-in-class per reclassification.
  4. At least seven (7) of the fifteen (15) PD and/or academic credits applied for reclassification shall be related to the Standards Based Instruction aligned to the school's Strategic Plan.

Note: The following are DOE clarifications:

- These seven (7) credits may be either academic credits or professional development (PD) credits offered by the Professional Development and Educational Research Institute (PDERI).
- Academic credits earned through universities/colleges shall be applicable for reclassification if they are part of coursework requirements for a program of studies leading to an undergraduate or graduate degree, and the course content is in education (excluding education administration) and/or in the teacher's area of preparation and/or in the subject of teaching assignment.

**ARTICLE XVIII – HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND**

A. Subject to the applicable provisions of Chapters 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of the Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2005, 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 benefit plans:

<u>BENEFIT PLAN</u>	<u>MONTHLY CONTRIBUTION</u>
a. Medical (PPO or HMO) (drug & chiro)	\$164.06
b. Dental	\$16.58
c. Vision	\$3.48
d. Dual coverage (medical, drug, chiro):	
(1) HMSA	\$103.98
(2) Royal State	\$28.12
e. Dual coverage dental	\$9.90
f. Dual coverage vision	\$1.50
g. Stand-alone Drug Plan	\$34.10

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.

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

<u>BENEFIT PLAN</u>	<u>MONTHLY CONTRIBUTION</u>
a. Medical (PPO or HMO) (drug & chiro)	\$487.38
b. Dental	\$56.04
c. Vision	\$7.40
d. Dual coverage (medical, drug, chiro):	
(1) HMSA	\$309.90
(2) Royal State	\$79.96
e. Dual coverage dental	\$27.98
f. Dual coverage vision	\$3.20
g. Stand-alone Drug Plan	\$102.94

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.

3. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.16 per month, which reflects one hundred percent (100%) of the premium and administrative fee.

B. Effective July 1, 2006, for the plan year 2006 – 2007, with the exception of 2.b., the Employer shall pay an amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund for the respective health benefit plan plus one hundred percent (100%) of all administrative fees. Such monthly contribution shall not exceed the amounts specified in subparagraphs 1 and 2.a. below.

“Health Benefit Plan” shall mean the medical PPO, HMO, dental, vision, dual coverage medical, dual coverage dental, dual coverage vision and stand-alone prescription drug plans.

The amounts paid by the Employer in subparagraphs 2.b. and 3 below shall be based on the plan year 2006-2007 final monthly premium rates established by the Trust Fund.

1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health plans, the amount shall not exceed:

<u>BENEFIT PLANS</u>	<u>MAXIMUM MONTHLY CONTRIBUTION</u>
a. Medical (PPO or HMO) (drug & chiro)	\$177.96
b. Dental	\$17.52
c. Vision	\$3.64
d. Dual coverage (medical, drug, chiro):	
(1) HMSA	\$112.68
(2) Royal State	\$27.94
e. Dual coverage dental	\$10.44
f. Dual coverage vision	\$1.58
g. Stand-alone Drug Plan	\$38.00

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.

- 2.a. For each Employee-Beneficiary with one or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans, the amount shall not exceed:

<u>BENEFIT PLANS</u>	<u>MAXIMUM MONTHLY CONTRIBUTION</u>
a. Medical (PPO or HMO) (drug & chiro)	\$529.88
b. Vision	\$7.74
c. Dual coverage medical (medical, drug, chiro):	
(1) HMSA	\$336.94
(2) Royal State	\$79.80
d. Dual coverage dental	\$29.60
e. Dual coverage vision	\$3.34
f. Stand-Alone Drug Plan	\$115.12

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.

- 2.b. For each Employee-Beneficiary with one or more dependent-beneficiaries enrolled in the Trust Fund's Dental Plan, the Employer shall pay an amount equivalent to the Trust Fund's second year Dental Plan final premium rate adjusted as described in Exhibit A, but no more than \$59.34 per month.
3. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay no more than \$4.16 per month, which reflects one hundred percent (100%) of the premium and administrative fee.

**C.** Should legislation be enacted authorizing establishment of Voluntary Employees' Beneficiary Association Trusts (VEBA), employer contributions shall be in accordance with the Appendix XXIV, Memorandum of Understanding between the State of Hawaii Board of Education and Hawaii State Teachers Association.

**D.** Whenever the Employer's monthly contribution to the Hawaii Employer-Union Health Benefits 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)

#### **EXHIBIT A**

#### **CALCULATION OF EMPLOYERS' SHARE**



#### **OF FAMILY DENTAL COST FOR FY 06-07**

1. Determine the Family Dental Rate without the Administrative Fee.  
Determine the Single Dental Rate without the Administrative Fee
2. Multiply the Single Dental Rate by two and subtract from the Family Dental Rate. This results in the attributable Children Dental Cost.  
  
The Employer will pay 100% of the attributable Children Dental Cost.
3. The Employer will pay 60% of the product of two times the Single Dental Rate (2 X Single Dental rate) plus 100% of the administrative fee, rounded to the lower even cent.
4. In summary, the Employer will pay (rounded as provided in Article XVIII, Paragraph D)
  - 100% of the attributable Children Dental Cost
  - 60% of the product of two times the Single Dental Rate (2 X Single Dental rate), rounded to the lower even cent
  - 100% of Administrative Fee

#### **ARTICLE XIX - 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, sitdown, slowdown or picket against the Employer during the life of this Agreement, except as provided for in Article XXIV-Duration.

#### **ARTICLE XX - 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 XXI - 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 XXII - 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 2005-06 SY; and seven hundred (700) total days for the 2006-07 SY. The total maximum cost to the Employer for school year 2005-06 shall be \$70,000 and for school year 2006-07 shall be \$98,000.

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 XXIII - 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 XXIV - DURATION**

This Agreement shall become effective as of July 1, 2005, and remain in effect to and including June 30, 2007 except as otherwise provided herein. This Agreement shall be renewed thereafter in accordance with the statutes unless either party hereto shall give written notice during the period October 1, 2006, and October 31, 2006 to the other party of its desire to modify, amend or terminate the Agreement. Negotiations shall commence by November 30, 2006.

**EXHIBIT A**

**TEACHER'S ANNUAL RATE SALARY SCHEDULE (10-MONTH)**  
 Effective the First Day of the Second Semester to 06-30-2005  
 Act 75, SLH 2004

	<b>CLASS II TEACHER BA</b>	<b>CLASS III TEACHER BA+30 or MA</b>	<b>CLASS IV TEACHER CLASS III + 15</b>	<b>CLASS V TEACHER CLASS IV + 15</b>	<b>CLASS VI TEACHER CLASS V +15</b>	<b>CLASS VII TEACHER CLASS VI +15 or Doc- torate</b>
(ENTRY LEVEL) 1 <sup>5</sup>	T02-01 28,357	T03-01 30,492	T04-01 31,728			
2 <sup>5</sup>	T02-02 29,294	T03-02 31,499	T04-02 32,778			
3 <sup>5</sup>	T02-03 30,263	T03-03 32,540	T04-03 33,863			
5 <sup>5</sup>	T02-05 36,851	T03-05 39,625	T04-05 41,210	T05-05 42,859	T06-05 44,574	T07-05 47,250
6 <sup>5</sup>	T02-06 38,010	T03-06 40,872	T04-06 42,508	T05-06 44,208	T06-06 45,975	T07-06 48,734
7 <sup>5</sup>	T02-07 39,206	T03-07 42,157	T04-07 43,845	T05-07 45,598	T06-07 47,424	T07-07 50,268
8 <sup>5</sup>	T02-08 40,439	T03-08 43,485	T04-08 45,224	T05-08 47,034	T06-08 48,915	T07-08 51,849
9 <sup>5</sup>	T02-09 41,711	T03-09 44,853	T04-09 46,647	T05-09 48,512	T06-09 50,453	T07-09 53,480
10 <sup>5</sup>	T02-10 43,024	T03-10 46,263	T04-10 48,112	T05-10 50,039	T06-10 52,040	T07-10 55,162
11 <sup>5</sup>	T02-11 44,376	T03-11 47,718	T04-11 49,626	T05-11 51,612	T06-11 53,677	T07-11 56,898
12 <sup>5</sup>	T02-12 45,774	T03-12 49,220	T04-12 51,189	T05-12 53,235	T06-12 55,366	T07-12 58,687
13 <sup>5</sup>	T02-13 47,214	T03-13 50,769	T04-13 52,799	T05-13 54,912	T06-13 57,108	T07-13 60,535
14 <sup>5</sup>	T02-14 49,103	T03-14 52,799	T04-14 54,912	T05-14 57,108	T06-14 59,393	T07-14 62,956
14A <sup>5</sup>	T02-14A 52,091	T03-14A 56,015	T04-14A 58,256	T05-14A 60,585	T06-14A 63,008	T07-14A 66,790

Footnote 5: Step 1 (Entry Level) - 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 1**

**TEACHER'S ANNUAL RATE SALARY SCHEDULE (10-MONTH)**  
 Effective the Sixth (6<sup>th</sup>) Pay Period of the First Semester of the 2005-2006 School Year  
 Act 75, SLH 2004

	CLASS II TEACHER BA		CLASS III TEACHER BA+30 or MA		CLASS IV TEACHER CLASS III + 15		CLASS V TEACHER CLASS IV + 15		CLASS VI TEACHER CLASS V +15		CLASS VII TEACHER CLASS VI +15 or Doc- torate	
(ENTRY LEVEL) 1 <sup>s</sup>	T02-01	29,478	T03-01	31,837	T04-01	33,110						
2 <sup>s</sup>	T02-02	30,453	T03-02	32,889	T04-02	34,204						
3 <sup>s</sup>	T02-03	31,457	T03-03	33,974	T04-03	35,333						
5 <sup>s</sup>	T02-05	38,309	T03-05	41,374	T04-05	43,029	T05-05	44,750	T06-05	46,540	T07-05	49,333
6 <sup>s</sup>	T02-06	39,515	T03-06	42,676	T04-06	44,383	T05-06	46,158	T06-06	48,004	T07-06	50,885
7 <sup>s</sup>	T02-07	40,757	T03-07	44,017	T04-07	45,778	T05-07	47,609	T06-07	49,514	T07-07	52,485
8 <sup>s</sup>	T02-08	42,039	T03-08	45,402	T04-08	47,218	T05-08	49,107	T06-08	51,071	T07-08	54,136
9 <sup>s</sup>	T02-09	43,362	T03-09	46,831	T04-09	48,704	T05-09	50,653	T06-09	52,679	T07-09	55,839
10 <sup>s</sup>	T02-10	44,725	T03-10	48,303	T04-10	50,235	T05-10	52,245	T06-10	54,335	T07-10	57,595
11 <sup>s</sup>	T02-11	46,132	T03-11	49,822	T04-11	51,815	T05-11	53,888	T06-11	56,043	T07-11	59,406
12 <sup>s</sup>	T02-12	47,583	T03-12	51,390	T04-12	53,446	T05-12	55,583	T06-12	57,807	T07-12	61,275
13 <sup>s</sup>	T02-13	49,080	T03-13	53,006	T04-13	55,126	T05-13	57,331	T06-13	59,625	T07-13	63,202
14 <sup>s</sup>	T02-14	51,041	T03-14	55,124	T04-14	57,329	T05-14	59,622	T06-14	62,007	T07-14	65,728
14A <sup>s</sup>	T02-14A	52,572	T03-14A	56,778	T04-14A	59,049	T05-14A	61,411	T06-14A	63,867	T07-14A	67,699
14B <sup>s</sup>	T02-14B	54,152	T03-14B	58,484	T04-14B	60,823	T05-14B	63,256	T06-14B	65,786	T07-14A	69,734

Footnote 5: Step 1 (Entry Level) - 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 2

TEACHER'S ANNUAL RATE SALARY SCHEDULE (10-MONTH)  
Effective the First Day of the 2006-2007 School Year  
Act 75, SLH 2004

	CLASS II TEACHER BA		CLASS III TEACHER BA+30 or MA		CLASS IV TEACHER CLASS III + 15		CLASS V TEACHER CLASS IV + 15		CLASS VI TEACHER CLASS V +15		CLASS VII TEACHER CLASS VI +15 or Doc- torate	
(ENTRY LEVEL) 1 <sup>5</sup>	T02-01	30,245	T03-01	32,664	T04-01	33,971						
2 <sup>5</sup>	T02-02	31,152	T03-02	33,644	T04-02	34,990						
3 <sup>5</sup>	T02-03	32,087	T03-03	34,653	T04-03	36,040						
5 <sup>5</sup>	T02-05	39,901	T03-05	43,093	T04-05	44,817	T05-05	46,609	T06-05	48,474	T07-05	51,382
6 <sup>5</sup>	T02-06	41,098	T03-06	44,386	T04-06	46,161	T05-06	48,008	T06-06	49,928	T07-06	52,924
7 <sup>5</sup>	T02-07	42,331	T03-07	45,717	T04-07	47,546	T05-07	49,448	T06-07	51,426	T07-07	54,511
8 <sup>5</sup>	T02-08	43,601	T03-08	47,089	T04-08	48,972	T05-08	50,931	T06-08	52,969	T07-08	56,147
9 <sup>5</sup>	T02-09	44,909	T03-09	48,502	T04-09	50,442	T05-09	52,459	T06-09	54,558	T07-09	57,831
10 <sup>5</sup>	T02-10	46,256	T03-10	49,957	T04-10	51,955	T05-10	54,033	T06-10	56,194	T07-10	59,566
11 <sup>5</sup>	T02-11	47,644	T03-11	51,455	T04-11	53,513	T05-11	55,654	T06-11	57,880	T07-11	61,353
12 <sup>5</sup>	T02-12	49,073	T03-12	52,999	T04-12	55,119	T05-12	57,324	T06-12	59,617	T07-12	63,194
13 <sup>5</sup>	T02-13	50,545	T03-13	54,589	T04-13	56,772	T05-13	59,043	T06-13	61,405	T07-13	65,089
14 <sup>5</sup>	T02-14	52,062	T03-14	56,227	T04-14	58,476	T05-14	60,815	T06-14	63,247	T07-14	67,042
14A <sup>5</sup>	T02-14A	53,623	T03-14A	57,913	T04-14A	60,230	T05-14A	62,639	T06-14A	65,145	T07-14A	69,053
14B 5	T02-14B	56,841	T03-14B	61,388	T04-14B	63,844	T05-14B	66,397	T06-14B	69,053	T07-14B	73,197

Footnote 5: Step 1 (Entry Level) - 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 II

### MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF HAWAII BOARD OF EDUCATION AND HAWAII STATE TEACHERS ASSOCIATION (CLASSIFICATION EXPLANATION)

This Memorandum of Understanding is entered into this 4<sup>th</sup> day of October 2004, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

In 1993 the Legislature enacted Act 364 that mandated Employer and Association to restructure the compensation for public school employees. Section 15 of Act 364 provides, in relevant part;

[t]he legislature believes that in keeping with the spirit of innovation in the public schools, it is fitting to consider the restructuring of compensation for public school employees. To fully implement the reforms necessary to bring our schools into the twenty-first century, the current system of rewards and incentives for teachers, administrators, and other school personnel must be altered to fit a new way of thinking. . . . To remove barriers that contribute to system gridlock, the legislature is providing all parties involved in public school collective bargaining agreements with a window in which to consider negotiating teacher salary and classification. The board of education, the department of education, and public school employee unions shall negotiate for salary and classification in preparation for the 1995-1997 collective bargaining agreement.

Pursuant to the Legislative mandate in Act 364, in January of 1994, representatives from the Association and Employer began working together to develop and implement a new salary construct for Teachers. Consistent with the Legislative intent stated in Act 364, the main objective behind the new salary construct was to "attract and retain the 'best and brightest' individuals to the teaching profession by professionalizing teaching. The new salary construct was based on three sub-concepts; (1) placement of teachers on a single salary schedule; (2) recognition of individual performance; and (3) recognition of team performance.

The new salary construct was memorialized in the 1995-1999 collective bargaining agreement in a Memorandum of Understanding dated February 24, 1997. In accordance with the terms of the 1995-1999 collective bargaining agreement effective February 1, 1997 the "entry level" for Teachers, as the term is defined in HRS § 302A-101 was redesignated as the "Instructor" category. All new hires that have not completed a State Approved Teacher Education Program (SATEP) were hired on the salary schedule designated for "Instructors." The intent behind this new salary construct was to reward levels of college training and teacher experience with the primary objective to achieve a beginning teacher salary benchmark pegged at the beginning salary of all college graduates.

A salary schedule was developed and designed to increase the value of teaching as a profession and to foster the attraction and retention of excellent teachers to provide our students with top quality instruction. However, some of the terminology of the salary schedule moderate and diminish the professional design and focus of the salary structure. Accordingly, the Employer and Association have agreed to redesignate some of the terminology utilized in the salary schedule to clarify and emphasize the professional baseline established for Hawaii teachers. The Employer and Association believe the clarifications set forth below will improve the presentation of the salary schedule as well as reinforce the professional baseline for educational and licensing requirements for Hawaii's teachers.

In working to increase the value of teaching as a profession and to foster the attraction and retention of excellent teachers to provide our students with top quality instruction, teachers, as defined under Section 302A-101, HRS, shall be placed in the appropriate step and classification based on satisfaction of educational and licensing requirements. New teachers entering the teaching profession who have not completed a SATEP shall be placed on the salary schedule at the entry step, Step 1 for the Teachers of Class II or Class III based on their educational qualifications.

- 1. Teacher Class II** (formerly referred to in prior salary schedules as Class I Instructors) shall hold a Bachelors degree from an accredited institution recognized by the Department of Education (DOE).
- 2. Teacher Class III** (formerly referred to in prior salary schedules as Class II Instructors) shall hold a Bachelors degree from an accredited institution recognized by the DOE plus thirty (30) semester credit hours earned subsequently or a Masters degree as determined by the DOE from an accredited institution recognized by the DOE.
- 3. Reclassification to Teacher Class IV** (formerly referred to in prior salary schedules as Class III Instructors) shall be permitted upon completion of the requirements for Teacher Class III plus fifteen (15) semester credit hours earned subsequently as determined by the DOE from an accredited institution recognized by the DOE
- 4. Reclassification** to step 4 of Classes II, III, or IV and/or Classes V through VII shall be permitted upon completion of a SATEP and other requirements as determined by the DOE.
- 5. Teacher Class II, step 4** shall have satisfied the Teacher Class II requirements and completion of a SATEP.

6. **Teacher Class III, step 4** shall have:
  - a. Completed the Class II, step 4 requirements and earned thirty (30) semester credit hours as determined by the DOE prior to DOE employment.
  - b. Completed a Master's degree from an accredited institution recognized by the DOE and SATEP requirements as determined by the DOE prior to DOE employment.
  - c. Completed the Class II step 4 requirements, and fifteen (15) semester credit hours earned subsequently for professional development after the initial year of employment.
7. **Teacher Class IV, step 4** shall have completed the Class III, step 4 requirements and fifteen (15) semester credit hours earned subsequently for professional development.
8. **Teacher Class V** shall have completed the Class IV, step 4 requirements and fifteen (15) semester credit hours earned subsequently for professional development and holds a valid Hawaii State Teacher License.
9. **Teacher Class VI** shall have completed the Class V, step 4 requirements and fifteen (15) semester credit hours earned subsequently for professional development and holds a valid Hawaii State Teacher License
10. **Teacher Class VII** shall have completed the Class VI, step 4 requirements and fifteen (15) semester credit hours earned subsequently for professional development and holds a valid Hawaii State Teacher License; or completed a Doctorate degree from an accredited institution as recognized by the DOE, teaches a subject in or related to the field for which they hold the Doctorate degree and holds a valid Hawaii State Teacher License.

This Memorandum of Understanding shall expire on June 30, 2007.

**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 entered into this 1<sup>st</sup> day of July 2005 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

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 for implementation beginning with the 2005-2006 school year.

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.

**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. A reasonable effort shall be made to contact 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, 75% of all of the ballots cast must be affirmative.
4. Blank ballots cast shall be counted as affirmative votes.
5. 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.

**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, 2007.

**APPENDIX IV**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(FLEXIBLE WORK SCHEDULE FOR RESOURCE TEACHERS)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

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.

In addition, both parties collaboratively support efforts to address the shortage of qualified special education teachers through an alternative Department of Education certification program referred to as Project RISE (Re-specialization in Special Education). Special Education RISE resource teachers assigned to the project shall have the following work schedule:

1. Tuesday through Friday work week following a scheduled Saturday seminar.
2. Eight- (8-) hour work day for scheduled Saturday Seminars and a six- (6-) hour work day on Wednesday following a seminar.
3. All holidays shall be observed in accordance with the provisions of the Master Agreement.

The parties agree that the Project RISE resource teachers shall be relieved of duties other than those directly involving Project RISE activities and its participants.

This Memorandum of Understanding shall expire on June 30, 2007.

## APPENDIX V

### MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF HAWAII BOARD OF EDUCATION AND HAWAII STATE TEACHERS ASSOCIATION (FLEXIBLE WORK TIME DISTRIBUTION)

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

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. Such redistribution of teachers' work time may be accomplished provided that contractual provisions that apply to duty-free lunch periods, preparation periods, breaks for support personnel and recesses except as modified by this Memorandum remain in full force and effect.

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.

Implementation of this provision shall require a collaborative process involving all active bargaining unit members at the school and the administration. After a good faith effort to hear all points of view and to address issues and concerns related to a proposed schedule, there shall be a secret ballot vote of all active bargaining unit members. An affirmative vote of 75% of all bargaining unit members shall be required to implement a proposed schedule.

A reasonable attempt shall be made to contact teachers on paid or unpaid leave with return rights to the school. A teacher on paid or unpaid leave who does not cast a ballot by the identified deadline shall not affect the outcome of the vote.

This Memorandum of Understanding shall expire on June 30, 2007.

## APPENDIX VI

### MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF HAWAII BOARD OF EDUCATION AND HAWAII STATE TEACHERS ASSOCIATION (MENTOR TEACHERS)

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Board and the Association recognize the mutual benefits of a collegial relationship between experienced teachers and first and second year teachers. The parties further recognize that the success of this mentor relationship is based on voluntary participation, mutual respect and trust.

The parties agree to continue to work jointly to support existing school, complex and district mentor projects, and to develop additional projects at schools.

The Employer agrees to provide time for mentors to complete their duties. Compensation may be provided in the form of pay, flexible time or Professional Development (PD) credits. The Employer further agrees that mentors are not evaluators and their observations are confidential and cannot be used as part of the new teacher's evaluation.

Mentors who are not receiving time and/or monetary compensation shall receive up to two (2) PD credits per semester, provided they meet Professional Development (PD) Credit Guidelines.

This Memorandum of Understanding shall expire on June 30, 2007.

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**APPENDIX VII**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(MIDDLE SCHOOLS)**

This Memorandum of Understanding is entered into this 1st day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The parties agree to the following:

1. A school with intermediate grade levels shall establish a collaborative, shared decision-making, consensus-building process to enable the participation of all affected parties, including the wider community, with respect to the implementation of the middle school concept; and
2. If through the consensus-building process, a school's community adopts the middle school concept, it shall be exempt from conflicting contractual provisions as follows:
  - A. Middle Schools shall be considered as schools with Departmental Classes and shall observe the Work Time Distribution, Weekly Totals within the 7-hour Day, 5-day Week as provided for in Article VI, Section CC. Advisor/advisee activities shall be included as an eleventh item within the four hundred sixty-five (465) minute miscellaneous time.
  - B. In the case of Middle School teacher assignments as provided for in Article VII, Section C-Assignment/Transfer Selection Criteria, Middle School teachers may be assigned outside the scope of their teaching certificate for the purposes of this Memorandum.
  - C. Staff Reduction Guidelines in effect at the time of the staff reduction shall prevail provided that 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.

**NOTE:** Staff reduced elementary teachers will maintain their option to seek a sixth grade vacancy as provided by the Staff Reduction Guidelines, Standard Practices Certificated Personnel Policies and Regulations, Section 5700.

This Memorandum of Understanding shall expire on June 30, 2007.



**APPENDIX VIII**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(MULTI-TRACK YEAR ROUND SCHOOLS)**

This Memorandum of Understanding is entered into this 1st day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

In conjunction with the provisions of the Master Agreement, the parties agree to the following:

I. 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.

II. Definitions used in this Memorandum are for clarity and are not to be used for contract interpretation.

"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.

"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.

"Down Time" means the period of time when the entire school is closed.

"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.

"Intersession" means the additional instruction time during vacation periods for the purpose of enrichment or remediation.

"Master Agreement" means the statewide collective bargaining agreement between the Hawaii State Teachers Association and the State of Hawaii, Board of Education.

"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.

"Off-Track" means the vacation time for students and teachers in a MTYRS.

"Overlap Days" means the days of instruction when all tracks are in session.

"Rainbow Teacher" means a member of Bargaining Unit 5 who works the entire year across all tracks with no specific vacation period.

"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.

"School Administrator" means the employer's representative of the school (e.g., principal, vice principal or other designated educational officer).

"School Community Council (SCC) Process" means a collaborative, shared decision-making process governed by the current (SCC) guidelines and Master Agreement.

"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.

"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.

"SRA Teacher" means the teacher who has no permanent classroom who moves from one classroom to another after each term.

"Teacher" means a member of Bargaining Unit 5.

"Track" means a specific period of instruction and vacation time for both students and teachers.

"Track Bidding" means to allow a teacher to select the instruction and vacation periods he/she wants.

III. General Provisions

- A. The Board and the Association agree that except as modified herein, the provisions of the Master Agreement between the Board and the Association shall apply.
- B. In the event this Memorandum of Understanding expires, a MTYRS may extend the specific terms of the MTYRS memorandum subject to the mutual agreement of the Board and Association.

IV. Parameters

A. Calendar and Work Year

- 1. The school year for teachers shall be consistent with Article XVI - Work Year.
- 2. 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.
- 3. The work year configuration shall be determined by a collaborative process established at each school.
  - a. 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.
  - b. 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).
  - c. The Association Policy Committee (APC) shall support teacher participation in the implementation of the MTYRSs.
  - d. Teachers working a modified school year (e.g., Rainbow Teachers) will be notified of the nature and terms of the modification in writing.
  - e. Teachers shall report for work two (2) days prior to the beginning of their first assignment for the year, but no earlier than July 1. The two (2) days will immediately precede the beginning of their track assignment. These two (2) days shall be without students and one (1) 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. One (1) day shall be without students at the end of the school year or track.

B. Assignments and Transfers

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

- 1. Notification of Assignments: Assignments and schedules for the following year shall be made by the last working day of the teacher's work year.
- 2. 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. Rainbow Teacher assignments shall be identified.
- 3. Assignment and Transfer Selection Criteria
  - a. The principal shall assign teachers in accordance with Article VII, Section C-Assignment/Transfer Selection Criteria. Teachers may use Form 101b as appropriate or other appropriate form to notify the principal of their preference for a track assignment or Rainbow assignment. The principles of selections shall conform to the Master Agreement.
  - b. Upon request of the teacher, the DOE shall assign the children of that teacher to the same track that the teacher is teaching.

- c. 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.
- d. Rainbow 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 Rainbow Teacher position in advance of interviews.
- e. The Employer shall include information in the Form 101b information packets for teachers regarding employment terms, conditions and benefits for Rainbow Teachers.

C. Shared Classrooms

- 1. 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:
  - Shared Room Assignment System: To the extent feasible, the teacher returning to work from off-track vacation time regains the classroom of his/her previous assignment. Teachers designated as SRA Teachers have no permanent classrooms and move from classroom to classroom after every school term.
  - 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.
- 2. SRA Teachers will be relieved of yard/hall duty and school-related activities.
- 3. 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.
- 4. Unless all other accommodations have been explored, no first year teacher will be assigned as an SRA teacher.
- 5. Kindergarten teachers shall not participate in room reassignments for the purposes of this provision.

D. Materials Storage

- 1. A minimum of one (1) lockable storage cabinet on wheels shall be provided to all teachers working in the MTYRSs.
- 2. Teachers shall receive assistance in moving the storage cabinet.
- 3. 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.
- 4. 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.

V. Rainbow Teachers (12-month MTYRS Work Schedule) Compensation and Sick/Vacation Leave Accumulation

A. Compensation and Pay Administration

- 1. Rainbow Teachers shall be compensated from the Bargaining Unit 5 10-month salary schedule and shall receive a 20% pay differential 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 10-month salary schedule plus the 20% differential.
- 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 in the Master Agreement.

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. Rainbow 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 within a MTYRS schedule.
  12. "Recall Pay" is paid when a Rainbow 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. Rainbow Teachers shall earn sick leave at the rate of twenty-one (21) days per school year.
  2. Rainbow 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.
- VI. Process for Selecting MTYRSs
- A. New Schools: The district shall use the Charette process to ensure teacher participation through the Association.
  - B. Existing Schools: Schools shall use the current process to initiate MTYRSs.
- VII. Process for Discontinuance of MTYRSs as follows:
- A. MTYRSs shall continue as MTYRSs until a request for discontinuance is granted.
  - B. A request for discontinuance of a MTYRS is made to the Department of Education through the SCC process. The Department has the final decision-making authority.
  - C. The Board of Education or the Department of Education may initiate the discontinuation of a school's designation as a MTYRS.
- VIII. MTYRS Compensation for Intersessions
- The compensation rates for voluntary intersession employment shall be the rates established for hourly Part-Time Teacher (PTT) employment.
- IX. Other Provisions
- A. The parties will work out appropriate procedures for implementation of MTYRSs.
  - B. The Association and the Employer shall collaboratively work to resolve unanticipated operational concerns relating to the implementation and/or discontinuance of MTYRSs.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX IX**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(NEW EMPLOYEES)**

This Memorandum of Understanding is entered into this 1st day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The parties acknowledge that the Board and the Association have a mutual interest in attracting and retaining the best and the brightest teachers. To that end, the parties have developed a strategic plan to assist and support new employees.

Additionally, the parties acknowledge that an organized orientation plan is essential to the successful assimilation of new employees. To accomplish this objective, a one (1) day orientation session shall be required for new employees who begin service the first semester of the school year and a one (1) day orientation session shall be required for the second semester employees as well as those new employees brought into service following the first semester orientation.

The parties also agree that the one (1) day orientation sessions may be scheduled in multi-day configurations provided that the aggregate time blocks shall not exceed seven (7) hours.

In order to accomplish the first semester orientation, the Department of Education (DOE) may schedule the session prior to the official opening of the work year. However, in no event shall the work year for the new employees exceed the maximum work year provided for in Article XVI-Work Year. These sessions shall be held during non-instructional periods excluding Institute Day and designated teacher workdays.

Teachers shall earn Professional Development (PD) credits upon successful completion of the PD credit guidelines.

The Association and the DOE shall collaborate on the development of the orientation sessions.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX X**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(NEW SALARY CONSTRUCT)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

As promulgated by the Legislature, the Board and the Association mutually agree to the construct of the multi-variate plan outlined below which captures concepts developed to improve teacher compensation and to support improvement in student learning.

A. Classification Concepts

1. The existing eleven- (11) step schedule will be compressed into ten (10) steps and will be reserved for employees fully certified as teachers. These ten (10) steps constitute the Teacher category and the steps represent annual increments.
2. Annual increments require satisfactory performance evaluations.
3. The parties agree to a salary schedule comprised of six classes. With the exception of the first class, each is sub-divided into two tracks. The first track known as the "B" (Basic) track is for those teachers holding basic certificates. The second track, "P" (Professional), is reserved for those teachers holding professional certificates. The requirements for moving from class to class in the professional track shall be governed by the Standard Practices Regulation #5200. Basic track teachers need to meet the same requirements in Regulation #5200 for class movement.
4. Two additional categories of Teacher will be added to the single salary schedule.

The Senior Teacher category is performance-driven which will require teachers to meet a series of requirements generated by the parties. These include seven (7) years of satisfactory service with the DOE, placement in Class V or higher, recommendations, a portfolio of work, and possession of a professional certificate. Senior Teachers are required to continue to meet the requirements. A Senior Teacher may request a return to the Teacher category at any time.

The Distinguished Teacher category is reserved for teachers whose performance is acknowledged as outstanding. Distinguished Teachers must meet a series of requirements developed by the parties, including service as a Senior Teacher, placement in Class V or higher, possession of a professional certificate, recommendations from a panel of peers practicing in the nominee's field of teaching, and state or national recognition. The salary for the Distinguished Teacher shall be paid for one (1) year, and then the teacher shall be placed in the category of Distinguished Teacher Emeritus.

5. The Instructor category is a third basic component of the salary schedule created to govern the compensation of non-certified teachers. Instructors are limited to movement on the salary schedule only from Class I to III and increments steps 1 to 3. When the employees earn a basic or professional certificate, they will move into the appropriate Teacher category with credit for years of experience.
6. The parties agree to a School Performance Bonus System (SPBS), that although not an integral component of the reconstructed salary schedule, acknowledges school team efforts to attain self-determined benchmarks for school gains. The SPBS provides for achievement bonuses for teachers.

B. Implementation Concepts:

1. Employees in service at the time of the implementation of the new schedule will be grandfathered into the Teacher category based upon their current placement in step and class.
2. Employees who are not fully certified will be placed in the instructor category subsequent to the implementation of the new schedule.
3. Employees without baccalaureates who are currently on Class I of the current salary schedule will continue to be paid based on their current step on the existing salary schedule until their retirement and/or termination from the DOE. The current Class I on the existing salary schedule will be eliminated upon implementation of the new schedule.
4. Placement of new employees on the schedule will be governed by the Standard Practices Regulation #5200.
5. There shall be no limitation to the number of teachers who may be eligible to receive Senior Teacher and/or Distinguished Teacher designations.
6. The parties reserve the right to make editorial adjustments and re-labeling changes as needed, to finalize the schedule, and to generate appropriate implementing guidelines, procedures and forms. The Board and The Association acknowledge that once this new salary schedule is approved by the appropriate parties, no substantive changes will be made.
7. The dollar amounts, including cost of increments, transition schedules, and the percentage differences on the new schedule shall be subject to negotiations under Chapter 89, Hawaii Revised Statutes, and ratification by the Hawaii State Legislature.
8. For the purpose of this Memorandum of Understanding, the salary schedule as contained in Article XVII of the Master Agreement to expire June 30, 2003, shall remain in effect until a specific conversion plan is formally negotiated.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XI**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF HAWAII  
BOARD OF EDUCATION  
AND  
HAWAII STATE TEACHERS ASSOCIATION  
(NEW SALARY CONSTRUCT WORK GROUP)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Board and the Association mutually agree to renew the Memorandum on the New Salary Construct. The parties also agree that structural changes may be made to the New Salary Construct.

The parties further believe that all bargaining unit members have an opportunity to attain senior and distinguished teacher status through a performance-driven process or a process that includes performance and other criteria. Therefore, the parties agree to establish a work group to develop guidelines and criteria for eligibility as a Senior Teacher and as a Distinguished Teacher. The work group shall also develop guidelines and criteria for continuing status as a senior teacher, distinguished teacher and Distinguished Teacher Emeritus.

The parties agree to set aside the school bonus system. During negotiations for the 2007-2009 contractual period, the parties shall meet to discuss the following:

- How a school will apply for the school bonus system;
- What conditions must exist in a school considering applying for a school bonus; and
- When in the school year, schools may apply for the school bonus.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XII**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(PEER ASSISTANCE PROGRAM)**

This Memorandum of Understanding is entered into this 1st day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The parties support a peer assistance program that provides a coaching and mentoring relationship between experienced consulting teachers and beginning teachers through the probationary period. This initial assistance to beginning teachers is an essential step toward increased retention, improved instruction and higher student achievement.

The parties further agree that they may work collaboratively to ensure that existing and future peer assistance programs meet the needs of both the Department of Education and the teachers.

To that end, the Department agrees to provide the Association, upon request, with information on current teacher induction programs, program evaluations and any new program initiatives. Any concerns raised by the Association shall be addressed at the Problem-Solving Committee.

This Memorandum of Understanding shall expire on June 30, 2007.



**APPENDIX XIII**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(PREPARATION PERIODS)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Board and the Association mutually agree to the following:

In all schools, each teacher shall determine where and how s/he will utilize the preparation period in a manner that is consistent with Article VI-Teaching Conditions and Hours, provided that:

1. Article VI, Section X.4, shall be amended to provide that teachers electing to have an early morning preparation period will notify the administrator/supervisor by school quarters.
2. Each teacher shall sign out if s/he is leaving campus before the end of his/her workday.

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.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XIV**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(PROBLEM-SOLVING COMMITTEE)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, 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, a Problem-Solving 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 monthly to establish their own ground rules to allow them to address and resolve issues and concerns such as:

- new employees;
- employee or Employer concerns; and
- the implementation of programs, policies or contract language.

The outcomes of the discussions of each meeting shall be shared with both parties. The parties also agree that grievances and terms of the current Agreement shall not be discussed.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XV**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(PROFESSIONAL EVALUATION PROGRAM FOR TEACHERS)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

In recognition of the need for an improved teacher evaluation system, the parties have agreed to the Professional Evaluation Program for Teachers (PEP-T) for the school years 2005-2006 and 2006-2007.

The PEP-T serves these major purposes: (1) to assess teacher effectiveness and (2) to determine evaluation ratings for teachers for the specified performance period.

The PEP-T shall be implemented in accordance with the appropriate Bargaining Unit 5 collective bargaining provisions and the Department of Education (DOE) guidelines, procedures and Standard Practices.

Tenured, satisfactory teachers shall be evaluated once in a five-year cycle based on the last digit of their social security number. This evaluation timeline may be modified by the principal or supervisor if a tenured teacher displays a documented performance deficiency(ies).

For probationary teachers who are in the first year of probation, a Marginal rating shall mean continuation of probation or non-renewal of contract, whichever is appropriate. For probationary teachers who are in the second year of probation, a Marginal rating shall mean extension of probation or non-renewal of contract, whichever is appropriate.

Non-tenured teachers may grieve procedural errors in the PEP-T evaluation. The Association may take such a grievance to arbitration.

No tenured or non-tenured teacher may be rated less than satisfactory without proper documentation.

The parties shall meet within sixty (60) days of ratification to review the existing PEP-T procedures and to make appropriate revisions, if necessary.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XVI**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(RETENTION OF PROBATIONARY TEACHER PROGRAM)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

In a shared concern to provide stability at schools and optimum transfer opportunities, the parties mutually agree to a program for probationary teachers for school years 2005-2006 and 2006-2007.

The list of schools that have been identified as geographic hard-to-fill and hard-to-staff are:

- Waianae Complex
- Nanakuli Complex
- Na'alehu/Ka'u/Pahala School
- Kohala Elementary/Intermediate/High
- Paho Complex
- Kea'au Complex
- Moloka'i Complex
- Lana'i Complex
- Hana Complex

All satisfactory general and special education probationary teachers in the identified schools in geographic hard-to-fill and hard-to-staff areas shall remain in their positions.

General education Probationary Four teachers, however, may participate in the transfer period during the first two (2) postings. For the 2005-2006 SY, special education Probationary Four teachers shall be able to transfer during the first two postings to other special education classroom positions only. Special education Probationary Four dual licensed teachers may transfer during the third and fourth postings to non-special education positions, district or State Resource Teacher positions or to administrative positions provided their home school maintains the 85% school special education benchmark.

For the 2006-2007 SY, the ability of special education Probationary Four teachers to transfer into special education positions and dual licensed special education teachers to transfer into non-special education positions shall be contingent on the status of the Felix Consent Decree.

Either party may reopen negotiations no later than September 1, 2006 to evaluate the program to retain probationary teachers and to determine whether to continue the practice.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XVII**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(SCHOOL-BASED BUDGETING)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Board and the Association believe in the participation of teachers in school-level decision-making. 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.

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.

The school-level budgeting process shall be open, democratic and collaborative. Teachers shall share in decisions regarding school based budgeting using a mechanism established by the principal and teachers, and understood by all.

Definitions:

**Open:** The budgeting process timeline shall be shared in a timely manner. The budgeting process includes information regarding the following:

- How much money a school receives
- How the school plans to spend the money
- How the money was spent

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

**Democratic:** All faculty members have an opportunity to participate in the established budgeting process.

**Collaborative:** The administrator and faculty members involved in the budgetary process shall work together in a spirit of cooperation regarding budgetary decision-making. It does not require consensus.

Should no agreement be reached, the principal shall make the final decision.

The Association Policy Committee (APC) shall support teacher participation in the school based budgeting process.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XVIII**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(SCHOOL PLANNING/COLLABORATION DAYS)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

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 such as No Child Left Behind (NCLB) and Act 51, the parties agree that four (4) days in the instructional year shall be converted to non-student days for the purposes of school planning and collaboration. Three (3) of the school planning/collaboration days shall be used for the individual school's planning and collaboration. One (1) of the school planning/collaboration days shall be used as directed by the Superintendent.

How the three (3) 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.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XIX**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(SINGLE CALENDAR)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

With the exception of multi-track calendars, Act 51 mandates the implementation of a single calendar on July 1, 2006. Those year-round calendar variations approved by the SCBM State Exceptions Committee shall remain in place for the 2005-2006 school year.

This Memorandum of Understanding shall expire on June 30, 2006.



**APPENDIX XX**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(SPECIAL EDUCATION / REHABILITATION ACT**  
**SECTION 504 CONFERENCES)**

This Memorandum of Understanding is entered into this 1st day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

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.

Should there be no agreement, the parties shall select a mediator from an approved list of mediators. If there is no agreement on a mediator, a strike-off method shall be used.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XXI**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(SUPPORT FOR APPROPRIATE INCLUSIVE PRACTICES)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

For position allocation purposes in support of students with disabilities receiving services in the least restrictive environment, the parties agree to continue the practice of counting all identified special education students as one (1) for the additional allocation of general education classroom teachers. These additional general education classroom teacher positions shall be assigned to those schools based on ISpED information.

By the fall of the 2005-2006 SY, the parties shall meet to discuss the implementation of a staffing formula that acknowledges both a general education weight, as well as a special education weight for each special education student. That formula shall be used to determine the additional allocation of general education classroom teacher positions for the 2006-2007 SY, as well as the allocation of special education classroom teachers. Therefore, the formula shall be presented to the Board of Education to request additional general education and special education classroom teacher positions for the 2006-2007 SY. The parties agree to jointly pursue funding of the additional positions.

For the purposes of this Memorandum of Understanding, Article VI-A.6 shall be suspended.

This Memorandum of Understanding shall expire on June 30, 2006.

**APPENDIX XXII**

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

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Association and the Board of Education mutually agree that the demands of No Child Left Behind, IDEA, Act 51 and standards-based education require extensive use of teacher time. The Board recognizes that teachers feel that these demands take away from the quality time they want to spend on their core responsibilities. Therefore, the parties agree to establish a Committee that will be tasked with identifying options to provide teachers time to carry out their core responsibilities.

The Committee will be comprised of representatives from the following organizations: one (1) elementary, one (1) middle school and one (1) high school teacher selected by the Association; two (2) Department of Education members selected by the Superintendent; and one (1) Bargaining Unit 6 member selected by the Hawaii Government Employees Association (HGEA).

The topics the Committee will discuss will include, but are not limited to:

- standards-based report cards
- eSIS
- curriculum mapping
- restructuring

The Committee will convene no later than August 1, 2005 and will submit a preliminary report to the Board of Education and the Association by June 30, 2006. A final report shall be submitted to the parties by June 30, 2007.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XXIII  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF HAWAII  
BOARD OF EDUCATION  
AND  
HAWAII STATE TEACHERS ASSOCIATION  
(TRAINING TRUST)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005 by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The Association and the Employer believe that a high quality professional development program is critical to maintaining a highly qualified teacher workforce. To support teachers in their efforts to acquire meaningful and appropriate professional development, the parties agree to explore the future establishment of a training trust. In order to explore the establishment of a trust, the parties will appoint three representatives each to a committee whose purpose is to:

1. investigate the parameters of the trust;
2. investigate funding options;
3. identify legal, administrative and other appropriate services;
4. explore governance structures; and
5. answer other relevant questions related to the training trust.

The Committee shall share its findings and recommendations to both appointing parties by December 31, 2006.

This Memorandum of Understanding shall expire on June 30, 2007.

**APPENDIX XXIV**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF HAWAII  
BOARD OF EDUCATION  
AND  
HAWAII STATE TEACHERS ASSOCIATION  
(VEBA TRUST FUND)**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2005, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

In recognition of the need for a quality health plan that will attract and retain teachers, the parties have agreed that upon the establishment of a Voluntary Employees' Beneficiary Association Trust, the Employer will contribute through the Department of Budget and Finance, the monthly contribution equal to the amount described below for Bargaining Unit 5 employees, Bargaining Unit 5 retirees, and their eligible dependents.

The Trust will provide health coverage for each Bargaining Unit 5 employee, qualifying Unit 5 retirees and their eligible dependents who have enrolled in the Trust benefit plan and for whom the appropriate contribution has been received by the Trust. Eligible dependents include the employee's spouse and any unmarried child under 19 years of age. The term "child" includes the employee's child, an adopted child, a stepchild, or a foster child who is dependent on the employee for financial support. Dependent children who are full-time students at an accredited school, college or university will continue to be eligible for benefits from age 19 through age 23. Qualifying retirees include any retiree who, immediately prior to retirement was a member of Unit 5 and future retirees retiring from Bargaining Unit 5.

The Employer will make a good faith effort to have the EUTF transfer all health plan enrollment information and files for all Bargaining Unit 5 employees and retirees including the results of the current open enrollment period to the HSTA VEBA Trust upon request and no later than June 5, 2005 for coverage effective July 1, 2005.

All benefits offered through the Trust and the plan design will be determined by Board of Trustees of the VEBA Trust. The Employer contributions will not exceed a) the stated monthly contribution or b) 60% of the final premium rate for the VEBA plan in which the employee is enrolled, whichever is less.

HSTA or VEBA will provide the Employer the certifications and invoices by the first of each month. Contributions shall be made by the Employer to the designated VEBA Trust as follows:

1. **Active Bargaining Unit 5**
  - a. For coverage effective July 1, 2005 through June 30, 2006, monthly contributions will be payable no later than July 10, 2005 and monthly thereafter per employee at a contribution rate of:
    - \$154.08 for single coverage Self-Funded Medical, Drug, Vision and Chiro
    - \$457.04 for family coverage Self-Funded Medical, Drug, Vision and Chiro
    - \$158.44 for single coverage Kaiser Medical, Drug, Vision and Chiro
    - \$470.24 for family coverage Kaiser Medical, Drug, Vision and Chiro
    - \$15.78 for single coverage Dental
    - \$44.08 for family coverage Dental
  - b. For coverage effective July 1, 2006 through June 30, 2007, monthly contributions will be payable no later than July 10, 2006 and monthly thereafter per employee at a contribution rate of:
    - \$168.42 for single coverage Self-Funded Medical, Drug, Vision and Chiro
    - \$502.06 for family coverage Self-Funded Medical, Drug, Vision and Chiro
    - \$180.30 for single coverage Kaiser Medical, Drug, Vision and Chiro
    - \$535.64 for family coverage Kaiser Medical, Drug, Vision and Chiro
    - \$16.72 for single coverage Dental
    - \$46.96 for family coverage Dental
2. The Employer agrees to allow payroll deductions for employees' health benefit plan contributions to be processed through the State's payroll system on a pretax basis provided that such pretax deductions are allowable under the Internal Revenue Code and the Employer's Premium Conversion Plan (PCP) Administrative Rules, and further provided that the Union complies with the Employer's reporting, certification, and other requirements under the Employer's PCP Administrative Rules.

3. In addition, the Employer agrees to remit any applicable contribution for the employee taken through payroll deduction when applicable. By ratification of this agreement, all affected employees agree to the authorization for payroll deduction for any applicable contribution as required by the Trust.
4. Bargaining Unit 5 employees retiring on or after July 1, 2005 not eligible for Medicare.
  - a. For coverage effective July 1, 2005 through June 30, 2006, monthly contributions will be payable no later than July 10, 2005 and monthly thereafter per retiree at a contribution rate of:
    - \$323.80 for single coverage Self-Funded Medical, Drug and Vision
    - \$895.58 for family coverage Self-Funded Medical, Drug and Vision
    - \$333.34 for single coverage Kaiser Medical, Drug and Vision
    - \$980.54 for family coverage Kaiser Medical, Drug and Vision
    - \$26.65 for single coverage Dental
    - \$53.30 for family coverage Dental
  - b. For coverage effective July 1, 2006 through June 30, 2007, monthly contributions will be payable no later than July 10, 2006 and monthly thereafter per retiree at a contribution rate of:
    - \$332.30 for single coverage Self-Funded Medical, Drug and Vision
    - \$917.35 for family coverage Self-Funded Medical, Drug and Vision
    - \$369.16 for single coverage Kaiser Medical, Drug and Vision
    - \$1,086.75 for family coverage Kaiser Medical, Drug and Vision
    - \$28.20 for single coverage Dental
    - \$56.40 for family coverage Dental
5. Bargaining Unit 5 Employees retiring on or after July 1, 2005 eligible for Medicare
  - a. For coverage effective July 1, 2005 through June 30, 2006, monthly contributions will be payable no later than July 10, 2005 and monthly thereafter per retiree at a contribution rate of:
    - \$213.13 for single coverage Self-Funded Medical, Drug and Vision
    - \$693.08 for family coverage Self-Funded Medical, Drug and Vision
    - \$229.81 for single coverage Kaiser Medical, Drug and Vision
    - \$495.38 for family coverage Kaiser Medical, Drug and Vision
    - \$26.65 for single coverage Dental
    - \$53.30 for family coverage Dental
  - b. For coverage effective July 1, 2006 through June 30, 2007, monthly contributions will be payable no later than July 10, 2006 and monthly thereafter per retiree at a contribution rate of:
    - \$213.13 for single coverage Self-Funded Medical, Drug and Vision
    - \$693.08 for family coverage Self-Funded Medical, Drug and Vision
    - \$247.58 for single coverage Kaiser Medical, Drug and Vision
    - \$518.87 for family coverage Kaiser Medical, Drug and Vision
    - \$28.20 for single coverage Dental
    - \$56.45 for family coverage Dental
6. For each Employee and eligible retiree enrolled in the VEBA Trust group life insurance plan, the employer shall pay \$4.16 per month.
7. Bargaining Unit 5 retiree who opts to transfer from the EUTF to the HSTA VEBA Trust the monthly contribution shall be equal to the contribution paid on behalf of a similarly situated retiree under the Hawaii Employer-Union Health Benefits Trust Fund in accordance with the State of Hawaii Act Relating To Voluntary Employees' Beneficiary Association Trust.
8. Medicare part B reimbursement established pursuant to section 87A-23 (2) shall be directly disbursed to those retirees and their beneficiaries who qualify and are covered by the VEBA Trust to the same extent retirees and their beneficiary under the Hawaii Employer-Union Health Benefits Trust Fund receive those reimbursements.
9. The HSTA agrees to comply with all requirements of the State of Hawaii Act relating to Voluntary Employees' Beneficiary Association Trust, without regard to whether or not the trust is deemed a governmental plan under federal law.
10. HSTA or VEBA shall be responsible for obtaining certification from the appropriate agencies. Monthly requests for Employer contributions for employees and retirees enrolled in VEBA shall be accompanied by the following certifications:

Active Employees:

Certification of active employees in Bargaining Unit 5 shall be provided by the Board of Education. HSTA or VEBA shall certify the enrollment of these employees and their eligible dependents in VEBA.

Employees that retire on or after July 1, 2005:

The Employees' Retirement System (ERS) shall certify that an employee has retired from Bargaining Unit 5. HSTA or VEBA shall certify that said retirees and their eligible dependents are enrolled in VEBA.

Retirees That Opt Into VEBA from the Hawaii Employer-Union Health Benefits Trust Fund:

The Hawaii Employer-Union Health Benefits Trust Fund (EUTF) will certify the existing list of retirees transferring to the VEBA. HSTA or VEBA will certify the enrollment of these retirees and their eligible dependents upon transfer to the VEBA.

11. The HSTA or VEBA shall submit to the Employer through Budget of Finance semi-annual and annual benefit financial reports, and plan-year-end utilization reports for benefit plans that are not community rated. HSTA or VEBA and the Employer shall make a good faith effort to respond to requests for other reports.

This Memorandum of Understanding will replace Article XVIII with the implementation of the VEBA Trust.

This Memorandum of Understanding shall expire on June 30, 2007.

Agreement between the Hawaii State Teachers Association (HSTA) and  
the State of Hawaii, Board of Education, and Department of Education  
July 1, 2005 to and including June 30, 2007

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

STATE OF HAWAII

By: \_\_\_\_\_  
Its Governor

\_\_\_\_\_  
Its Chief Negotiator

\_\_\_\_\_  
Its Deputy Chief Negotiator

\_\_\_\_\_  
Its Budget and Finance Director

\_\_\_\_\_  
Its Dept. of Human Resources Director

\_\_\_\_\_  
Its Board of Education Representative

\_\_\_\_\_  
Its Board of Education Representative

\_\_\_\_\_  
Its Dept. of Education Superintendent

HAWAII STATE TEACHERS ASSOCIATION

By: \_\_\_\_\_  
Its President

\_\_\_\_\_  
Its Chief Negotiator

\_\_\_\_\_  
Its Chair, Negotiations Committee

\_\_\_\_\_  
Its Teacher

\_\_\_\_\_  
Its Teacher

\_\_\_\_\_  
Its Teacher

\_\_\_\_\_  
Its Teacher

\_\_\_\_\_  
Its Negotiations Specialist