

Hawaii State Teachers Association
January 11, 2013

UNION'S SETTLEMENT OFFER

The following represents a comprehensive offer for settlement for the collective bargaining agreement between the Hawaii State Teachers Association and the Employer. Should the Employer not accept this offer, the Union reserves its right to amend, modify or change any of its proposals.

TAs of Employer's Proposals from July 31, 2012

- A Article I - Recognition
- C Article IV - Association Rights, B. Field Representatives
- D Article V - Grievance Procedure, C. Association Representatives
- F Article VI - Teaching Conditions and Hours, E. Consecutive Instructional Time
- G Article VI - Teaching Conditions and Hours, L. Preparation Equipment
- H Article VI - Teaching Conditions and Hours, V. Confidential Information
- J Article VI - Teaching Conditions and Hours, Y. Duty Free Lunch Period
- K Article VI - Teaching Conditions and Hours, Z. Non-Professional Duties
- P Article VII - Assignment and Transfers, C. Assignment / Transfer Selection Criteria
- Q Article VII - Assignment and Transfers, E. Staff Reduction
- T Article XI - Student Discipline
- AA New Article - Drug and Alcohol Testing
- BB Appendix II - Ad Hoc Committee
- CC Appendix III - Drug and Alcohol Testing
- II Appendix IX - Preparation Periods
- KK Appendix XI - Recruitment/Retention Incentive for Licensed Special Education Teachers
- MM Appendix XIII - School Planning/Collaboration Days
- NN Appendix XIV - Special Education/Rehabilitation Act Section 504 Conferences
- RR Appendix XVIII - VEBA Trust Fund
- SS Appendix XIX - Walkthroughs
- TT Appendix (new) - Licensing Fees
- UU 2005 Staff Reduction Guidelines

Union Proposals

1. ARTICLE IV – ASSOCIATION RIGHTS

Amend first paragraph as follows:

J. In each school, an Association Policy Committee (APC) will be recognized as an operational school committee by the Employer. Faculty members serving on the APC shall not be required to serve on other school or curricular committees. The committee will meet during the time set aside for all other school/curricular meetings. This committee may consist of not more than four (4) teachers from that school, one of which shall be the Association Grievance Representative. For a school with more than fifty (50) faculty members, this committee may consist of not more than six (6) members from that school. One member of the committee will serve as the SCC Liaison to the School Community Council. The SCC Liaison will be selected by the APC members.

2. ARTICLE V – GRIEVANCE PROCEDURE

Amend N as follows:

N. Disciplinary action taken against any teacher shall be for proper cause and shall be subject to the Grievance Procedure. ~~[Mediation or an expedited grievance procedure shall be used for suspensions, terminations of teachers. The informal discussion and/or Step 1 of the grievance procedure shall be waived.]~~

O. Expedited Grievances: Mediation or an expedited grievance procedure shall be used for class grievances, suspensions, and or terminations of teachers. The informal discussion and/or Step 1 of the grievance procedure shall be waived.

P. Expedited Arbitration: If the grievance goes to arbitration, the arbitration process may be either conventional or expedited. If expedited arbitration is used, either party shall have the right to file closing briefs.

3. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend to read as follows:

I. PARKING/MILEAGE

Parking facilities shall be provided for teacher use where parking facilities exist. Priority in parking shall be given to teachers over students, parents and visitors. The cost of parking and mileage for DOE authorized or mandatory workshops will be covered by the Employer.

4. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend by adding the clarifying sentence as follows:

M. Traveling Teachers.

When teachers are required to travel on official business to other islands within the State of Hawaii, they shall be provided with a ~~[travel]~~ per diem allowance of ~~[ninety dollars (\$90)]~~ (to be negotiated) per twenty-four (24) hour day. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day (1/4) periods measured from midnight. In computing the amount of per diem, the official travel time shall begin sixty (60) minutes before the scheduled

flight departure time and shall end upon the teacher's return to his 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]~~ Per diem rate shall be adjusted up to the federal IRS rates, or other public sector negotiated rates, whichever is higher.

5. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend to read as follows:

R. Evaluation of Students/Grading Preparation

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

6. ARTICLE VI – TEACHING CONDITIONS AND HOURS

X. Preparation Periods

Note: Proposal modifies section with new language, and a re-ordering of current language contained in this article. In addition, the current appendix (IX) is proposed to be deleted after moving all pertinent language into this new article. Amend to read as follows:

[2] 1. Purpose of Preparation Period and Determining Its Use

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

2. Types of Preparation Periods

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

[1] 3. Length of Preparation Period

Classroom teachers shall have ~~[one (1) daily]~~ no less than 225 aggregate minutes of preparation periods scheduled by the Employer during the teacher's regular work ~~[day] week~~. A preparation period shall consist of a continuous block of time of not less than ~~[forty (40)]~~ forty-five (45) minutes. However, in cases where the scheduled single preparation period exceeds ~~[forty (40)]~~ forty-five (45) minutes, the excess minutes shall be considered preparation time. Preparation periods, if scheduled at the end of the day, may be more than ~~[forty (40)]~~ forty-five (45) if scheduling allows.

~~[Up to eight (8) 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 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] 4. Additional Preparation Time

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

[4] 5. Early Morning Preparation Periods

A teacher at a school with common preparation periods scheduled at the end of the student day may elect to have an early morning preparation period by notifying the appropriate administrator or supervisor by school quarters.

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

- 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 early morning preparation 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 satisfactory resolution is reached. If a resolution cannot be reached within twenty (20) working days, the principal may rescind approval of that teacher's early morning preparation period.

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.

6. Sign Out

Each teacher shall sign out if s/he is leaving campus before the end of her/his workday.

7. Emergencies

In the event that emergencies such as gang activity, a fire or other incidents that affect students' health and safety occur or are rumored to occur, teachers shall assist in the implementation of the school's emergency plan.

7. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend to add new paragraph to end of section, as follows:

AA. School-Related Activities:

The Board of Education may determine that state/complex/school initiated activities are important activities that may extend the school's learning community (excluding parent-teacher conferences, club activities, or supervising student activities). Should teachers be expected to play a role in facilitating these activities, teachers shall be compensated on the basis of recall pay.

8. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend as follows:

CC. 1. Self-Contained Classes.

a. Fourteen hundred fifteen (1415) minutes of teacher instructional time per work week, shall include opening and closing, supervised recess and supervised lunch passing time.

b. Two hundred twenty-five (200 225) minutes of preparation time per work week in blocks of not less than forty-five (40 45) continuous minutes during the teachers' regular work day except as provided for in Article VI, Section X.1- Preparation Periods.

c. One hundred fifty (150) minutes of duty free lunch periods per work week in blocks of not less than thirty (30) continuous minutes during the teachers' regular work day except as provided for in Article VI, Section Y-Duty Free Lunch Period.

d. Three hundred ~~thirty five~~ ten (335 310) minutes to be used during the work week exclusively for:

- 1) all faculty meetings
- 2) department meetings
- 3) grade level meetings
- 4) curriculum meetings
- ~~5) passing time~~
- ~~6) opening and closing~~

CC. 2. Departmental Classes.

- a. Twelve hundred eighty-five (1285) minutes of teacher instructional time per work week, shall include advisor/advisee time, opening and closing, and passing time.
- b. Two hundred twenty-five (200 225) minutes of preparation time per work week in blocks of not less than forty-five (40 45) continuous minutes during the teachers' regular work day, except as provided for in Article VI, Section X.1- Preparation Periods.
- c. One hundred fifty (150) minutes of duty free lunch periods per work week in blocks of not less than thirty (30) continuous minutes during the teachers' regular work day except as provided for in Article VI, Section Y-Duty Free Lunch Period.
- d. ~~Four~~ Three hundred ~~sixty-ninety-five (465 395)~~ minutes to be used during the work week exclusively for:
 - 1) all faculty meetings
 - 2) department meetings
 - 3) grade level meetings
 - 4) curriculum meetings
 - ~~[5) passing time~~
 - ~~6) opening and closing]~~
 - 7) recess
 - 8) homeroom
 - 9) scheduled activity periods on a voluntary basis
 - 10) study hall

9. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend as follows:

DD, Work Load (Teaching Schedules):

Article VI – DD. Work Load (Teaching Schedules, Flexible Work Time Distribution)

~~[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 total aggregate instructional time provided for in this Agreement.]~~

1. When the principal or faculty desires to change the existing number of weekly teaching assignments or the bell schedule, this may be done by agreement either through consensus or a 66 2/3 vote of all bargaining unit members at that school using the same process for exceptions process defined under Article , Exceptions Process, based on the following conditions:

- a the alternative schedule does not conflict with any provision contained elsewhere in the Agreement;
- b the total instructional time does not exceed the total aggregate instructional time provided for in Article VI, CC.

- c any proposed increase in instructional time or class size shall factor in a proportional amount of teacher preparation time.

2. Implementation of this provision shall require a collaborative process involving all active bargaining unit members at the school and the administration.

10. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend to read as follows:

EE, Support Personnel (Work Day; Relief Breaks; Time for Work-Related Tasks)

[2] 1. Support personnel shall be defined as teachers who do not have scheduled preparation periods. These teachers include but are not limited to counselors, librarians, registrars, student activities coordinators (SACs) and student services coordinators (SSCs).

~~[2. The regular work day for support personnel shall be the same work day as for all other members of the bargaining unit.]~~

[3] 2. The Employer shall provide a duty free relief break of twenty (20) minutes per day for support personnel.

[4] 3. 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.

4. With mutual agreement between the principal and support personnel, a flexible work schedule(s) with different start and finish times from classroom teachers can be arranged to conform with a seven (7) hour work day.

5. 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. (note: moved from Appendix VI)

11. ARTICLE VI – TEACHING CONDITIONS AND HOURS

(NEW) ARTICLE - 12-MONTH TEACHER COMPENSATION AND SICK/VACATION ACCUMULATION

12-month Teachers are teachers placed in a teaching line that requires a 12 month schedule. This would also include those teachers formerly designated as "Rainbow" teachers.

A. COMPENSATION AND PAY ADMINISTRATION

1. For working a 12-month work year, 12-month Teachers shall be compensated from the Bargaining Unit 05 12-month salary schedule (to be developed). See exhibit . 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 12-month salary schedule.
3. The "monthly salary rate" shall be the annual salary rate divided by twelve (12) months.
4. The "daily salary rate per paid day" shall be the monthly salary rate divided by the number of weekdays in the month.
5. A "holiday" is a paid non-working day officially recognized as in Article XVI.
6. A "scheduled paid break day" is a non-holiday within the common two-week winter break and the day after Thanksgiving.
7. A "paid day" shall be defined as a weekday (Monday through Friday). Paid days consist of working days, holidays and scheduled paid break days.
8. Pay is earned for working days if the employee is on duty or is on authorized leave with pay.
9. Pay is earned for holidays and scheduled paid break days if the employee is on paid status for one (1) of the five (5) working days immediately preceding the holiday or scheduled paid break day.
10. "Paid status" means entitled to receive pay for a paid day.
11. 12-month teachers who are entitled to receive salary differentials for their positions (Band Teacher, Grade/Department Chair, etc.) may continue to receive the differentials.
12. "Recall Pay" is paid when a 12-month teacher is officially recalled to duty on a ~~holiday or~~ scheduled paid break day. The recall rate of pay shall be the same as the Master Agreement.

B. Sick Leave and Vacation Accrual

- a. 12-month teachers shall earn sick leave at the rate of twenty-one (21) days per school year.
- b. 12-month teachers shall earn paid vacation days at the rate of fourteen (14) days per school year. Vacation days may be accumulated up to a maximum of ninety (90) days. Accumulated vacation ~~may~~ shall be cashed out at the employee's option 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.
- c. 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.
- d. The use of accumulated vacation days shall be requested by the teacher and approved by the Employer.

12. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend as follows:

HH. Special Education: Retitle, and amend to read as follows:

2. Special Education Committee
3. Computers and Appropriate Teaching Tools

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

4. Support for Appropriate Inclusive Practices

For position allocation purposes in support of students with disabilities receiving services in the least restrictive environment, the parties agree to use the 2003 special education staffing methodology that provides for a special education and general education weight for students with disabilities as described in the "Special Education Staffing Allocation Formula (revised 5/03)." Therefore, special education teacher positions and the additional general education classroom teacher positions generated by the special education staffing methodology shall be assigned to schools based on a school's eCSSS information. The fractional portion of weights shall be added when computing the number of positions. Within elementary schools with weight designations for preschool, K-2, 3 and above; the SpEd positions will be determined by adding the total weights of each designation including the fractional portion (e.g., Preschool: 2.3, K-2: 2.2, 3-5: 3.2; 2.3 + 2.2 + 3.2 = 7.7 or 8 positions).

Where inappropriate practices are identified, the Department will work with the administration to eliminate such practices and will also provide staff development opportunities for faculties to ensure appropriate inclusive practices.

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.

13. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend to read as follows:

II. HALF-TIME TEACHERS

3. Half-time teachers shall be granted [~~five (5)~~] six (6) adjusted personal and/or professional development leave days with pay per school year in accordance with the appropriate percentage of full-time equivalency in accordance with the provisions of this Agreement.

14. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Change title and add new language to extend probationary period to read as follows:

JJ – [~~Probationary Credit~~] Performance Based Probationary Credit

Teachers hired prior to school year 2012-2013 and holding a current and valid license from The Hawaii Teachers Standards Board, shall serve six (6) four (4) satisfactory semesters of probationary without a marginal or unsatisfactory rating in order to earn tenure upon reemployment.

Effective school year 2012-2013 and thereafter, a newly-hired teacher holding a current and valid

license from The Hawaii Teacher Standards Board shall serve six (6) “effective” (as defined in Article VIII Teacher Performance) semesters of probation. Upon reemployment, a teacher shall earn “tenure.”

15. ARTICLE VI – TEACHING CONDITIONS AND HOURS

Amend to add new section, to read as follows:

KK. Special Education/Rehabilitation Act/Section 504 Conferences

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

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.

16. ARTICLE VII – ASSIGNMENTS AND TRANSFERS

This completes the re-ordering of language in “Master Schedule” and “Notification of Assignments” in Article VII, as well as adds SPED language and identifies the current practice of posting tentative master schedules. Amend to read as follows:

Article VII – A. ~~[Master Schedule]~~ Teaching Lines

~~[During the third quarter]~~ No later than January 15th of the school year, information such as the Special Education (SpEd) preliminary position allocation from the District Office, student course request tally, ~~[and 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, t]~~ The tentative teaching lines [master schedule] for the following school year shall be posted no later than two (2) weeks prior to the start of the first posting, 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 the last day of the school year shall be made for the good of the educational program of that school and upon consultation with the teacher(s) affected.]~~
(This language was moved to Notification of Assignments in this same article.)

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

(Note: The following reorders some information contained in Article VII-A and B as well as moves up the dates for tentative assignments and distribution of Form 5s.

B. Master Schedule and Notification of Assignments

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

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

In order to notify teachers of their employment and salary status for the ensuing school year, teachers shall receive their ~~[SF-5As]~~ Form 5 no later than the ~~[last day of the school year]~~ first Monday in May or as soon as possible after consummation of transfers and/or new assignments.

Changes made to the ~~[SF-5As]~~ Form 5 shall be reflected on the reverse side as soon as possible.

Changes in assignments within a school after the last day of the school year shall be made for the good of the educational program of that school and upon consultation with the teacher(s) affected. (This language should be moved to A-Notification of Assignments instead of B-Master Schedule.)

17. ARTICLE VII – ASSIGNMENTS AND TRANSFERS

Amend to delete and replace with the following.

F. Transfers:

1. Transfer Period

The Teacher Assignment and Transfer Program (TATP) shall commence March 1, through July 15 of each year. There shall be three (3) postings for all vacancies.

The first posting shall be a two-week duration starting the first Monday in March, followed by a three-week break to allow administrators to complete interviews resulting from the first posting.

The second posting shall be a two-week duration beginning the second Monday of April. The second posting shall be followed by a two-week interview period.

There shall be a third posting during the first five (5) business days in July, followed by a one-week interview period.

All vacancies will be posted until filled.

2. Eligible Teachers

Tenured Teachers: All tenured teachers are eligible to apply for a transfer during the transfer period. Any position currently filled by a tenured teacher requesting a transfer shall not be filled until that teacher has consummated a transfer.

Satisfactory Probationary 6 Teachers: Satisfactory probationary teachers from their fourth semester of probation at the beginning of the transfer period may apply for vacancies during the first vacancy posting. If these probationary teachers do not consummate transfers from the first posting, they will be placed into existing vacant positions according to probationary rehiring priorities at that time.

A teacher may indicate on the Form 101b his 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.

Not Eligible for Transfer: Probationary 1-5 teachers, Teach for America (TFA) Instructors and Career Technical Education Teachers (CTE) with special permits are not eligible to transfer; however, a tenured CTE Teacher is eligible to apply for a transfer.

3. Posting of Vacancies

The Employer shall endeavor to identify vacancies for transfer as early in the transfer period as possible. The term “vacancies” shall refer to and mean “bargaining unit vacancies.” The Employer shall post current vacancies in a searchable format online

All general education and special education positions occupied by non-licensed teachers, and positions held by probationary 6 teachers who will achieve tenure effective the first day of the second semester shall be posted during the first posting.

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 s/he accepts the limited term assignment.

4. Status of Positions Occupied by Probationary Teachers

All satisfactory general and special education probationary teachers shall remain in their position for their first through fifth semester and their position shall not be posted. All positions occupied by a probationary 6 teacher shall be posted during the first posting period.

A probationary teacher covered by this section shall not remain in place if there is a displaced tenured teacher or more senior probationary teacher with a license for that position. The priority rehiring/placement of probationary teachers is based on the greatest length of service.

18. ARTICLE VIII – TEACHER PERFORMANCE

Amend to read as follows:

B. Teachers will be provided an orientation no later than the first student day on the instrument that will be utilized. The orientation will include a review of the instrument, the process and criteria that will be applied. The teacher will be provided a personal copy of the instrument.

19. (NEW) ARTICLE ___ - TEACHER PERFORMANCE – NEW EVALUATION SYSTEM

Amend to add new article as follows:

The parties believe that our students and teachers deserve a high quality evaluation system that provides the tools teachers need to continuously tailor instruction, enhance practice and advance student learning. The system must provide both ongoing, formative feedback and regular, comprehensive, meaningful and fair evaluations. The system shall also have in place the proper supports for both professional development and teacher improvement as needed.

A. Beginning 2016-2017, all teachers shall be annually evaluated by highly trained evaluators on the basis of clear standards as to what teachers should know and be able to do. Such standards should be high and rigorous and define the rich knowledge, skills, dispositions and responsibilities of teachers. The evaluation measures for both classroom teachers and Support Personnel will include objectives developed/updated at the beginning of each school year by mutual agreement between the teacher and administrator/evaluator. These will be based on the various standards developed for the position using the Hawaii Teacher Standards Board Performance Standards. If no Performance Standards exist, they will be developed by a joint committee of HSTA and DOE by mutual agreement. Any new position that is created must have Performance Standards developed by HSTA and DOE by mutual agreement.

B. Evaluations must be comprehensive, based on multiple indicators to provide teachers with clear and actionable feedback to enhance their practice, and must include a selection of items from all three of the following components where appropriate:

1. Indicators of Teacher Practice demonstrate a teacher’s subject matter knowledge, skill in planning and delivering instruction that engages students, ability to address issues of equity and diversity, and ability to monitor and assess student learning and adjust instruction accordingly. Indicators include the following (where appropriate):
 - classroom observations
 - proof of practice (e.g., lesson plans, curriculum plans, student assessments, minutes from team planning meetings, curriculum maps, teacher instructional notes)
 - teacher interviews
 - self assessments

2. Indicators of Teacher Contribution and Growth demonstrate a teacher's professional growth and contribution to a school's and/or district's success. Indicators include the following (where appropriate):

- completion of meaningful professional development that is applied to practice
- evidence of meaningful professional development that is applied to practice
- structured collaboration with colleagues focused on improving practice and student outcomes (e.g., by way of professional learning communities and grade and subject teams)
- evidence of reflective practice
- teacher leadership in the school, district or educational community
- collaborative projects with institutions of higher education
- positive engagement with students, parents and colleagues

3. Indicators of Contribution to Student Learning and Growth demonstrate a teacher's impact on student learning and growth over time and with varied students. Student growth will be compared to individual growth of students with similar achievement patterns over time. The teacher evaluation system will be based on multiple measures and a teacher's final rating will not be based solely on any single measure including standardized tests. The indicators must be calculated over a three year period of time. They must also be authentic and reflect that there are multiple factors that impact a student's learning beyond a teacher's control. The evaluation will include measuring student learning objectives developed and/or updated jointly at the beginning of each year by the teacher and the administrator/evaluator using a selection of the following (where appropriate):

- teacher-created assessments
- district and school assessments
- student work (papers, portfolios, projects, presentations)
- teacher-defined objectives for individual student growth
- developmentally appropriate, standardized tests that provide valid, reliable, timely, and meaningful

information regarding student learning and growth

Unless such tests are shown to be developmentally appropriate, scientifically valid, and reliable for the purpose of measuring both student learning and a teacher's performance, such tests may not be used to support any employment action against a teacher and may be used only to provide non-evaluative feedback. If standardized tests are used at all, they will account for no more than 10% of the Indicators of Contributions to Student Learning and Growth. Teachers whose ratings include student growth shall have access to all students' pertinent information used in the rating.

C. The parties agree evaluations must be meaningful, providing all teachers with clear and actionable feedback linked to tailored professional development. Such feedback will include regular non-evaluative formative feedback, that serves to inform practice and that does not contribute to formal

evaluation results. This non-evaluative feedback may include self-reflection, peer observation and/or teacher-approved student surveys to assess engagement and learning behavior.

D. The parties agree that teachers are responsible for providing a high quality education to students and supporting the efforts of colleagues and their school as a whole to do the same. To fulfill that responsibility, teachers have the right to a safe and supportive working environment including ongoing non-evaluative feedback on their practice that supports efforts to innovate. All information and data collected and used for the evaluation process is confidential and shall be for internal use only.

E. The parties agree evaluations must be fair. Evaluations need to be conducted by highly trained and objective evaluators, with expertise in subject and/or grade level standards, the evaluation instrument, and implementation procedures. Further, evaluators shall follow the implementation procedures with fidelity. Ratings of more than one evaluator must be provided for any unfavorable action relating to a teacher's employment status. When a teacher believes an evaluation does not accurately reflect the level of practice, the teacher shall have the right to contest the evaluation through the Performance Judge.

F. If, through a high quality evaluation system, a teacher's practice fails to meet performance standards, a teacher shall be provided clear notice of deficiencies and an improvement plan which will be developed collaboratively between the evaluator(s) and the teacher. The improvement plan will provide the teacher with a reasonable opportunity—including time, high quality professional development and support—to meet expectations.

G. To satisfy these requirements, evaluation systems must be adequately funded and staffed, and fully developed and validated. No employment consequences can apply for any individual teacher that has not received mandatory, comprehensive and appropriate training on the current evaluation system.

The parties believe that it is appropriate and fitting for evaluation systems to continue to differentiate between the rights and responsibilities of probationary teachers and career/tenure teachers. Probationary teachers refers to those teachers in their initial years of employment who may be non-renewed upon notice at the end of a school year. Career/tenure teachers refers to those teachers who have successfully served through the probationary period and may be dismissed only for cause as defined by the collective bargaining agreement.

While rated using the same evaluation system, probationary teachers shall receive ongoing support through an induction program for at least the first three years of their employment. Such induction programs should be supportive, non-evaluative, and designed to provide beginning teachers with the support they need to learn and thrive in the teaching profession. Regularly scheduled feedback should be provided as part of their support. Probationary teachers must be appropriately evaluated at least once each semester throughout the probationary period.

The design of the new performance based evaluation system shall be developed jointly by a committee of the DOE and HSTA. The committee shall be composed of an equal number of representatives selected by each entity. The committee shall review the evaluation system twice a year for improvement of, but not limited to; design, validity, reliability and implementation. Changes will be made only by mutual agreement affording the union equal representation.

The Educator Effectiveness System (EES) will be established based on data derived from the pilot conducted through the 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years as follows:

At the end of SY2012-2013, the parties agree that the DOE/HSTA committee will meet to collaboratively create a draft scoring system for the Charlotte Danielson observations.

At the end of SY2013-2014, the parties agree that the DOE/HSTA committee will meet to collaboratively create the final scoring system for the Charlotte Danielson observations and collaboratively create the draft overall EES scoring to be piloted for SY2014-2015.

At the end of SY2014-2015, the parties agree that the DOE/HSTA committee will meet to collaboratively create the final scoring system for the EES based on the 2011-2015 data.

At the end of SY2015-2016, the parties agree that the DOE/HSTA committee will meet to collaboratively review and adjust as necessary the final scoring system for EES.

During the pilot years, the information and data that are collected will be used for formative development of the evaluation system. There will be no adverse consequences to individual tenured teachers for their annual ratings on the performance-based evaluation.

20. ARTICLE X – TEACHER PROTECTION

Amend to read as follows:

D. Complaints Against Teachers

Any [~~serious~~] complaint [~~or repeated minor complaint, including anonymous complaints concerning a teacher,~~] shall be reported immediately to the teacher by the supervisor receiving the complaint. The notification of the complaint will be in writing and delivered to the Teacher in person. The supervisor receiving the complaint will provide the teacher with the name of the accuser(s) if not anonymous, and all related documents and statement(s) of the specific complaint(s) received. The Teacher shall be told of anonymous complaints and the nature of said complaint for the Teacher's knowledge. The use of [the] 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 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) to a meeting at a time mutually acceptable time by the teacher, complainant(s) and the supervisor.

21. ARTICLE X – TEACHER PROTECTION

Amend to add new Article X – Teacher Protection, E. to read as follows; renumber remaining sections accordingly:

(new) E. Teacher Investigations.

If the complaint is of such nature as to make it necessary to issue District Directed Leave (DDL) for the Teacher, then such notification is done at the initial meeting where the Teacher is notified of the complaint. The Teacher shall be allowed to return to the classroom and remove personal items.

If final disposition is disciplinary in nature, the Teacher has the right to grieve. Any and all witnesses shall be available for interviews by the Association in regards to their knowledge of the incident in question.

If the final disposition is exoneration or unfounded, it will be placed in the Teacher’s file immediately.

All complaints handled by the Civil Rights Compliance Office shall follow the same guidelines. The initial notice to the Teacher shall include the allegation of what the nature of the complaint describes and the violation of what Civil Rights are involved.

22. ARTICLE X – TEACHER PROTECTION

Amend 2nd paragraph in section I to read as follows:

“The Employer shall pay [reasonable] all costs for testing for tuberculosis, and any inoculation against possible pandemic outbreaks, to include but not limited to Hepatitis B [inoculations], H1N1, H1NS, contagious diseases and/or blood-borne pathogens to the extent not covered by a teacher’s medical insurance or worker’s compensation benefits, when the DOH recommends the inoculation. [Further, when the DOH confirms a teacher’s treating physician’s prescription that such an inoculation is warranted due to the teacher’s exposure to a carrier of Hepatitis B while he is performing duties within the scope of his 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.]”

23. ARTICLE XII – LEAVES

Amend to add a new “A. Sick Leave”, to read as follows:

A. SICK LEAVE

Sick leave shall be granted to all employees in the Department as provided for by the Department and the Hawaii Revised Statutes. Employees on sick leave will be paid their full salaries including all applicable differentials.

1. Accumulation of Sick Leave Days

a) Sick leave days which are not used during the year for which it accrues shall accumulate and be available for succeeding years.

b) Accumulation of sick leave days shall have no limitation.

c) A person leaving the employ of the Department shall retain his/her accumulated sick leave for a period of five years after which time, should that person return to service, his/her sick leave status will be that of a new employee.

d) (new) An accounting of an employee's sick leave bank shall be provided to the employee at the start of each school year, and at the end of each school quarter.

2. Sick Leave--When Granted

a) Sick leave is granted when an employee is ill and unable to discharge his/her duties or when his/her presence at work is a health hazard to students or employees.

b) (new) Sick leave, which can be taken in half-day increments, is granted to meet health-related needs of the employee and her/his immediate family.

3. Schedule of Sick Leave for Ten-Month Employees

a) Ten-month employees in service on the first work day of the school year shall have eighteen (18) days of sick leave.

b) Ten-month employees entering service for the school term on a date after the official start of the teacher work year shall have their number of sick leave days according to the following schedule:

<u>Working Days Missed Since the Beginning of the School Year</u> <u>(WDMSBSY)</u>	<u>Number of Sick Leave Days</u> <u>(NSLD)</u>
<u>0 – 17</u>	<u>18</u>
<u>18 – 35</u>	<u>16</u>
<u>36 – 53</u>	<u>14</u>
<u>54 – 62</u>	<u>12</u>
<u>63 – 80</u>	<u>10</u>
<u>81 – 98</u>	<u>9</u>
<u>99 – 116</u>	<u>7</u>
<u>117 – 134</u>	<u>5</u>
<u>135 – 162</u>	<u>3</u>
<u>163 – 171</u>	<u>2</u>
<u>172 +</u>	<u>1</u>
<u>All days missed</u>	<u>0</u>

c) Ten-month employees whose employment period expires before the end of the school year shall be credited with sick leave for the dates specified on their contract. Number of sick leave days shall be computed by the following formula:

NSLD for appropriate WDMSBSY at the beginning date of contract period less NSLD for appropriate WDMSBSY at the ending date of contract period not to exceed a total of 18 days.

4. Sick leave for 12-Month Employees

All certificated employees on a 12-month employment basis shall accumulate sick leave at the rate of 1-3/4 days per month (19 working days minimum—for months with less than 19 working days, the minimum shall be all working days). Employees serving in a full-pay status (working or paid leave) of less than the minimum days required in a calendar month shall earn less than 1-3/4 days as provided for in the following schedule:

<u>For 1 to 3</u>	<u>calendar days of service</u>	<u>0</u>	<u>working days of leave</u>
<u>4 to 7</u>	<u>" " " "</u>	<u>1/4</u>	<u>" " " "</u>
<u>8 to 11</u>	<u>" " " "</u>	<u>1/2</u>	<u>" " " "</u>
<u>12 to 15</u>	<u>" " " "</u>	<u>3/4</u>	<u>" " " "</u>
<u>16 to 19</u>	<u>" " " "</u>	<u>1</u>	<u>" " " "</u>
<u>20 to 23</u>	<u>" " " "</u>	<u>1-1/4</u>	<u>" " " "</u>
<u>24 or more</u>	<u>" " " "</u>	<u>1-1/2</u>	<u>" " " "</u>

Such leave allowance shall be recorded and administered on a calendar year basis, the allowance accruing during each calendar year being credited to the employees as of December 31 of each year.

5. Number of Days Available

a) For ten-month certificated employees, sick leave available is equal to the number of days of already accumulated plus the number of days of sick leave entitled by reason of service during the current school year.

b) For twelve-month certificated employees, sick leave available is equal to the number of days earned and accumulated.

6. Request for Leave

a) For absences of five consecutive working days or less, the signature of a licensed practitioner is not required.

b) For absences of more than five consecutive working days, the signature of a licensed practitioner is required.

c) For absences of more than 30 calendar days, the signature of a licensed practitioner is required every 30 calendar days.

7. Illness at Opening of School Year - Teachers

a) A teacher who is ill and under the care of a licensed practitioner at the opening of the school year shall be allowed paid sick leave to the limit of his/her accumulated sick leave.

b) Upon return to work, the teacher shall be credited with the annual sick leave to which the teacher would have been entitled had s/he reported for work on the first day. Such credited leave may be applied retroactively to cover illness during the first days of the school year in the event that accumulated sick leave was exhausted or not available.

8. Leave for Medical Check-Up

Sick leave shall ~~not~~ be granted for health-related reasons for a teacher or her/his immediate family [a medical check up unless it is illness connected and required by a licensed practitioner in connection with treatment].

9. Working Days Only to be Charged

In all cases of sick leave with pay, only actual work days shall be charged against the amount of sick leave available.

10. Accumulation of Sick Leave During Leave of Absence Without Pay

When an employee is granted a leave of absence without pay, the sick leave accumulated up to the time of leave shall be registered and credited to the employee upon return to service. Sick leave is not earned during periods of leave of absence without pay.

11. Combined Ten-Month and Twelve-Month Service

A person transferring between ten-month and twelve-month positions shall be credited with sick leave for the time served in each position under the leave system used for that position. Sick leave credits may be carried over from one system to the other except that sick leave shall not be credited in excess of twenty-one days in the calendar year of either system (September 1 for certificated ten-month employees and December 31 for twelve-month certificated employees).

12. Absence During Part of the School Day

- a) A teacher who leaves school because of illness may be considered present for the day after being on regular duty for at least three hours.
- b) (new) In addition, a teacher may use sick leave in half-day increments for pre-scheduled health-related needs of the teacher or her/his immediate family.

13. Additional Sick Leave

In extraordinary circumstances, employees, with the approval of the Superintendent, may be granted additional sick leave when accumulated sick leave is exhausted. Employees shall apply in writing through normal channels.
(new) Leave sharing should be allowed for non-critical illness such as maternity/paternity leave.

14. Inter-Governmental Agency Transfer of Accumulated Sick Leave

New certificated employees entering the Department from other state and county government agencies shall be allowed to retain any sick leave days accumulated with such agencies provided that such accumulated sick leave days were in good standing at the time of employment with the Department of Education.

24. ARTICLE XII – LEAVES

Amend to re-title remaining sections as follows:

- B. Leave Without Pay for Child Care
- C. Political Campaigning Leave Without Pay
- D. Association Leave Without Pay
- E. Personal Leave With Pay
- F. Leave for Jury or Witness Duty
- G. Extensions of Leaves
- H. Conference Leave With Pay
- I. Sabbatical Leave

25. ARTICLE XVI – WORK YEAR

Amend the article, as follows:

A. The work year for teachers shall be no more than ~~one hundred ninety (190)~~ ninety-five (195) 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)~~ ten (10) working days before the first working day in August.

B. Non-Student Work Days:

Of the 195 work days, teachers shall have up to fifteen (15) work days without students, defined as follows:

1. The first four (4) days shall be without students and two (2) of these days shall be for teacher-initiated activities.
2. One (1) work day without students shall be scheduled between semesters for grading and other teacher-initiated activities.
3. One (1) day shall be converted to the equivalent of six (6) hours for use in multiples of one-half (1/2) hour increments at the discretion of the Employer to require teachers to participate in inservice training, school program planning and assessment, or principal-teacher evaluation conferences beyond the regular work day of teachers.
4. One (1) day shall be without students at the end of the school year.
5. Four (4) days shall be for teacher planning and collaboration.
6. One (1) day shall be for Teacher Institute Day.
7. Three (3) days shall be used for Educator Effectiveness System (EES)

School Planning/Collaboration (PC) Days

How the four (4) 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.

C. Six (6) days that may be taken in full or half day increments, depending upon availability of substitute teacher coverage if necessary:

Four (4) days for teacher-initiated activities, and may be taken in half-day increments.

Two (2) days for use as determined by the school administrator.

~~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.~~

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

- | | | | |
|-------|------------------------------------|---------|--|
| 1. | Statehood (Admission) Day | 8[9]. | New Year's Day |
| 2. | Labor Day | 9[10]. | Presidents' Day |
| 3. | Veterans' Day | 10[11]. | Kuhio Day |
| 4. | General Election Day | 11[12]. | Good Friday |
| 5. | Thanksgiving | 12[13]. | Memorial Day |
| [6. | Day after Thanksgiving] | 13. | <u>Kamehameha Day</u> |
| 6[7]. | Christmas Day | 14. | Independence Day (July 4 th) |
| 7[8]. | Dr. Martin Luther King Jr. Day | | |

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

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

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

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

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

- ~~3 the first holiday shall be observed in the normal manner; and~~
- ~~4 the second holiday shall be on the next workday of the official calendar.~~

~~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.

E. Recall Pay: Teachers may voluntarily report to duty without compensation[~~to~~]. However, 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 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.

26. ARTICLE XVII – SALARIES

The Union proposes the following concepts for salary compensation:

Effective July 1, 2013, the salary schedule in effect on June 30, 2009, shall be full restored. Teachers shall receive an across-the-board increase of 4%.

Effective July 1, 2014, teachers shall receive an across-the-board increase of 4%.

Effective July 1, 2015, teachers shall receive an across-the-board increase of 4%.

Effective July 1, 2016, teachers shall receive an across-the-board increase of 4%.

Effective July 1, 2013, the Union and the Employer agree to begin the process of aligning teachers to their appropriate salary step, to be completed by June 30, 2017. A teacher's appropriate step is defined as an alignment between the teacher's satisfactory years of service with the salary step. The Employer shall determine the method to achieve the alignment or "truing up" of the teacher's step placement, which shall include equal increments of adjustment spread out over the term of this agreement.

Supplementary Pay

Effective July 1, 2013, all supplemental pay differentials identified in Appendix XV shall be increased by 12.5%.

Additional Compensation

Employees eligible for health coverage, and voluntarily elect to waive coverage, shall be entitled to a monthly payment in lieu of such coverage, as follows:

Family plan waiver: \$300 per month

Single plan waiver: \$150 per month

To eligible for such payments, employees must demonstrate proof of alternate coverage. This must be renewed at each open enrollment period.

An employee who has waived health coverage may restore his/her coverage, after demonstrating the loss of coverage from the alternate provider.

27. ARTICLE XVIII – HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

Effective July 1, 2013, the Employer agrees to contribute 60% of EUTF contributions for family plans, and 80% contributions for single plans. The Employer further agrees to pay 100% of the monthly administrative fee. In the event that the Employer negotiates more favorable terms for any other bargaining unit, teachers shall receive the same favorable terms.

28. (NEW) ARTICLE __ - MULTI-TRACK YEAR-ROUND SCHOOLS

Amend to add a new Article: Article __ - Multi-Track Year-Round Schools.

A. Shared Philosophy and Commitment

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

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

"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.

"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 wants.

C. Parameters

1. Calendar and Work Year

a) The school year for teachers shall be consistent with Article XVI - Work Year.

b) The school year for MTYRSs shall be from July 1 through June 30 of any year for the purposes of aligning decisions with the fiscal year.

c) The work year configuration shall be determined by a collaborative process established at each school.

(1) 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.

(2) 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).

(3) The Association Policy Committee (APC) shall support teacher participation in the implementation of the MTYRSs.

(4) Teachers working a modified school year (e.g., 12-month Teachers) will be notified of the nature and terms of the modification in writing.

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

2. Assignments and Transfers

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

a) Notification of Assignments: Assignments and schedules for the following year shall be made by the last working day of the teacher's work year.

b) Master Schedule: The principal shall prepare the Master Schedule in accordance with Article VII, Section B-Master Schedules, while indicating the number of classes on each track by grade/subject level, including specialty, off-ratio and certificated support personnel to ensure a comprehensive listing. 12-month Teacher assignments shall be identified.

c) Assignment and Transfer Selection Criteria

(1) 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 12-month assignment. The principles of selections shall conform to the Master Agreement.

(2) Upon request of the teacher, the DOE shall assign the children of that teacher to the same track that the teacher is teaching.

(3) 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.

(4) 12-month teachers shall be clearly identified in the Transfer Postings. Upon request, the Employer will provide in writing to teachers the terms, conditions and benefits of the 12-month Teacher position in advance of interviews.

(5) The Employer shall include information in the Form 101b information packets for teachers regarding employment terms, conditions and benefits for 12-month Teachers.

3. Shared Classrooms

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

- Shared Room Assignment System: To the extent feasible, the teacher returning to work from off-track vacation time regains the classroom of his 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.

b) SRA Teachers will be relieved of yard/hall duty and school-related activities.

c) SRA teachers shall be selected in a fair and equitable manner through: 1) volunteers and/or 2) seniority as appropriately applied to a grade level or department. The parties recognize that some teachers may need to be excluded from the list of potential candidates due to the nature of their subject areas and/or services. Newly hired teachers shall not serve in this capacity for two (2) years and/or during their status as probationary teachers.

d) Unless all other accommodations have been explored, no first year teacher will be assigned as an SRA teacher.

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

4. Materials Storage

a) A minimum of one (1) lockable storage cabinet on wheels shall be provided to all teachers working in the MTYRSs.

b) Teachers shall receive assistance in moving the storage cabinet.

c) The storage cabinet shall be in the teacher's assigned room by 8:00 a.m. of the day prior to the first day of each track opening. The storage cabinet shall not be removed before 4:00 p.m. of the last day of the teacher's track.

d) Textbooks and instructional materials shall be available on the first day of the new school year. If books and materials are not available, the teacher shall be notified.

29. (NEW) ARTICLE __ - ACADEMIC AND FINANCIAL PLAN/SCHOOL-BASED BUDGETING

Amend to add a new Article: Article __ - Academic and Financial Plan / School-Based Budgeting.

A. The Board and the Association believe in the participation of teachers in school-level decision-making and creation of the Academic and Financial Plan. The parties, therefore, support the concept of school-based budgeting to further expand collaborative decision-making and empowerment at the school level. School-based budgeting is the process established by law to provide all schools flexibility in the school-level budgeting process. Schools will be able to utilize funds in a manner to best meet their particular needs.

B. In support of the implementation of school-based budgeting, the parties agree that training is essential and shall be provided for the understanding and proper management of the budgetary process.

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

Definitions:

Open: The budgeting process timeline shall be shared ~~[in a timely manner]~~ no later than September 15 of the school year. The budgeting process includes information regarding the following:

- How much money a school receives

- How the school plans to spend the money (Including but not limited to the breakdown for the cost of teaching positions, support positions, classroom supplies, programs, etc.)
- How the money was spent (Including but not limited to the breakdown for the cost of teaching positions, support positions, classroom supplies, programs, etc.)

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

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.]~~

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

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

30. (NEW) ARTICLE __ - EXCEPTIONS TO AGREEMENT

Amend to add a new Article. This moves the relevant content from Appendix IV to create this new Article.

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.

[A. Flexible Work Time Distribution

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, and 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.]

BA. Bargaining Unit 5 Exception Process

When exceptions to the Agreement are being requested, Bargaining Unit 5 members shall use a consensus decision-making process. 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 good faith efforts have been exhausted and consensus has not been reached, bargaining unit members shall move to the fallback decision-making process.

- 1 This process requires all active bargaining unit members at the school be provided the opportunity to vote by secret ballot. The Association Policy Committee at the school shall be responsible for contacting Bargaining Unit 5 members on paid and unpaid leave with return rights to the school.
- 2 Bargaining Unit 5 members shall be provided five (5) working days to cast their ballot.
- 3 In order for the vote to be valid, 66-2/3% of all of the ballots cast Bargaining Unit 5 members must be affirmative.
- 4 Blank ballots cast shall not be counted as negative 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.

C. School Community Council Exception Review Committee

A State Committee to be called the SCC Exception Review (2+2) 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.

31. (NEW) ARTICLE __ - PROGRAM INITIATIVES/PILOT PROGRAMS

Amend to add a new Article: Program Initiatives/Pilot Programs

To ensure that new initiatives and pilot projects are implemented appropriately, the Employer agrees to support teachers in the following manner:

The parties shall meet to determine the definition and characteristics of pilots, demonstration projects, field tests or phased roll-outs. The completion of the definitions shall be by the first day of the school year of implementation.

The Employer shall secure the necessary additional funding, which does not supplant the school's existing academic and financial plan. The Employer shall provide the infrastructure to implement and carry out the initiative. Such infrastructure shall include necessary technical equipment and staffing at the school level. This will include support staff to assist teachers, and sufficient time during the school day for training or inputting of data by teachers.

Schools shall also receive the necessary funding for appropriate training, essential materials, assistance and/or services to implement the project. Teachers participating in an initiative shall be provided information prior to implementation.

All directives related to any initiative or pilot project will comply with current contractual provisions. Such directives for implementation will be under the Superintendent's approval and signature.

Prior to any roll out to schools outside of the pilot schools, the Department will assess all training initiatives required by the State, District and schools. Such monitoring shall include the benchmarks and practices currently in place. In addition, the Department will assess its ability to implement and sustain any project without supplanting school level funding. These assessments shall be completed before the start of the next school year or before.

32. ARTICLE XXIV – DURATION

Amend to read as follows:

“This Agreement shall be effective as of July 1, ~~[2009]~~ 2013, and shall remain in effect to and including June 30, ~~[2011]~~2017. ~~[This Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice during the period June 1, 2010 through June 30, 2010 to the other party of its desire to modify, amend or terminate the Agreement. Negotiations shall commence by July 31, 2010.]~~ During the term of this Agreement, the parties, each on the call of the other, shall meet to bargain in good faith on matters covered herein. The current language of the Agreement shall continue in force and effect until such time that a new agreement has been executed, and Article XIX – No Strike, shall control the actions of the parties. Negotiations for renewal shall be as provided by law.”

33. Amend Appendix I - Grievance Form to include a section for “information requested” pursuant to Article IV. Also amend to delete the grievant’s signature from the Grievance form (see attached).

34. Amend to delete the following Appendices in their entirety.

Appendix IV – Exceptions to Agreement

Appendix V – Experimental Transfer Program

Appendix VI – Flexible Work Schedule for Resource Teachers

Appendix VII – Middle Schools

Appendix VIII – Multi-Track Year-Round Schools

Appendix IX – Preparation Periods

Appendix XII – School Based Budgeting

Appendix XIII – Planning/Collaboration Days

Appendix XIV – Special Education / Rehabilitation Act Section 504 Conferences

Appendix XV – Supplementary Pay

Appendix XVI – Support for Appropriate Inclusive Practices

Appendix XVIII – VEBA Trust Fund

35. Appendix X - Recruitment/Retention Incentive for Hard-to-Staff Locations

Effective 7/1/13, incentive shall be \$1,500.

Effective 7/1/15, incentive shall be \$3,000.

36. Amend to renew and update the following Appendices; also renumber all appendices.

Appendix II – Ad Hoc Committee

Appendix XI - Recruitment / Retention Incentive for Licensed Special Education Teachers

Appendix XVII – Teacher Evaluation

Appendix XIX – Walkthroughs

37. New Appendix - Job Embedded Professional Development

The parties recognize the value of developing teacher leaders at the school level. Participation in school-level activities contributes tremendously to the skill and knowledge of a teacher and the effectiveness of the school community. The parties shall meet to discuss and develop a list of activities that can be used as a basis for reclassification including job-embedded professional development and activities that contribute to the professional development of a teacher. The list shall be approved by the Superintendent, in the Superintendent's sole discretion. The Department will establish the program no later than July 1, 2014.