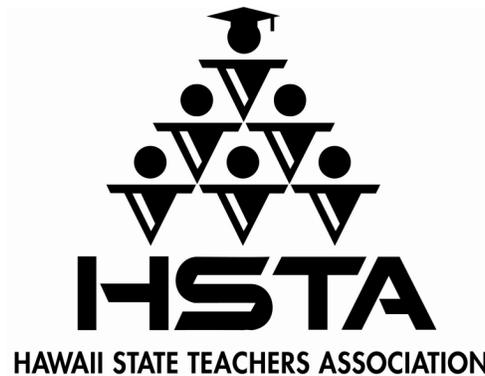


*Tentative Settlement*  
*Between*  
*The Hawaii State Teachers Association*  
*And*  
*The State of Hawaii and Board of Education*  
*March 2013*



This document includes information on the  
Tentative Settlement for the 2013-2017 HSTA Contract  
which highlights the **changes**  
to the 2009-2011 Collective Bargaining Agreement.

## **Contract Duration: (modifies Article XXIV – Duration, pg. 59)**

Four (4) years, effective July 1, 2013 through June 30, 2017. A contract reopener in September 2014 is to negotiate salaries and compensation. Reopener shall not be used for any decreases or reductions. Additional reopeners are identified in MOUs.

*Rationale: A four (4) year contract allows HSTA members to secure pay raises for 2013-2017. A four (4) year contract allows for two (2) step movements and two (2) across-the-board increases. A reopener allows for HSTA to negotiate increased compensation after the completion of the joint comprehensive salary study.*

## **Salary & Compensation: (modifies Article XVII – Salaries; pp. 54-56)**

### **1<sup>st</sup> Year – School Year 2013-2014** (Effective July 1, 2013)

- Restoration of the 5% pay cuts.
- All teachers shall move up one (1) step on the salary schedule, except teachers on 14B, and newly hired teachers.
- All teachers shall be paid for an additional 21 hours for job-embedded professional development.\*
- Teachers already on step 14B shall receive a one-time bonus of \$1500.

### **2<sup>nd</sup> Year – School Year 2014-2015** (Effective July 1, 2014)

- All teachers shall receive a 3.2% across the board increase.
- All teachers shall be paid for an additional 21 hours for job-embedded professional development.

### **3<sup>rd</sup> Year – School Year 2015-2016** (Effective July 1, 2015)

- All teachers shall move up one (1) step on the salary schedule, except teachers on 14B, and newly hired teachers.
- Teachers already on step 14B shall receive a one-time bonus of \$1500.

### **4<sup>th</sup> Year – School Year 2016-2017** (Effective July 1, 2016)

- All teachers shall receive a 3.2% across the board increase.
- Effective July 1, 2015, all pay increases will be tied to receiving a satisfactory or effective evaluation rating. “Pay increases” includes across-the-board increases, and movements to step or reclassification.
- Joint Salary Study: The parties shall conduct a salary study to review the adequacy of teacher total compensation. The results and recommendations will be presented to the 2015 Legislature.
- Contract Reopener: The Union may reopen the agreement 90 days prior to the 2015 legislative session to negotiate additional compensation.

*Rationale: Effective July 1, 2013, 5% is restored back. The 4-year agreement includes a combination of step movements and across-the-board increases (and bonuses for 14B and new teachers achieving tenure).*

*\*The HSTA Dec. 2012 membership survey indicated that 76% of respondents preferred extending school day over extending the school year. The 21 hours would be worked as extended days within the 190 day work year.*

### **Hard-to-Staff Differential:** (Amends Appendix X – Recruitment/Retention Incentive for Hard-to-Staff Locations; pg. 84)

The “Hard-to-Staff” differential is \$1,500 for each year of the first two (2) years of the contract for those teachers in qualifying complexes. Beginning July 1, 2015, the differential will be increased to \$3,000.

## Salary & Compensation: (modifies Article XVII – Salaries; pp. 54-56)

**(New) 12-month Teacher Salary Schedule:** (moves language from Appendix VIII. Multi-Track Year Round Schools, pg. 75 to a new Article)

- A 12-month teacher salary schedule has been established.
- Create new Article regarding 12-month compensation & benefits.

*Rationale: This change only affects 12-month teachers. It is a change that has been needed for many years as the current 12-month teacher language has been embedded in the rainbow teacher language in the back of the contract making it difficult to find. This change also establishes a separate salary schedule, which is important to establish 12-month salary rates of pay for accurate retirement calculation.*

## Health Care (EUTF Contributions): (modifies Article XVIII – Salaries; pp. 57)

**Health Care:** (Amends Article XVIII – Hawaii Employer-Union Health Benefits Trust Fund; pg. 57, Deletes Appendix XVIII VEBA Trust Fund, pgs. 95-99) EUTF health care monthly premium contributions are set at 60% Employer and 40% employee (based on the dollar amount of the new EUTF 75/25 base plan), also applied to administrative fees and any future increases. Employer shall pay 100% for life insurance premiums. EUTF will be having an open enrollment beginning April 15, 2013, at which time teachers may select a new plan.

*Rationale: We recognize that the rising cost of health premiums are a major concern of our members. This agreement provides greater savings for the majority of our teachers.*

## Teacher Performance & Evaluation: (New MOU)

### Summary of New Educator Effectiveness System Evaluation Procedure

Intent:

- Communicate **expectations** for new evaluation system
- Outline **conditions** for implementation
- Ensure **teachers’ and Union representatives’ involvement** in the design and improvement of the system
- Evaluations must be **fair, transparent, equitable and comprehensive.**
- Recognition that there are **factors affecting student achievement** that are **not within control of the teacher**
- Includes **multiple, valid measures** (50% on teacher practice, and 50% on student growth)
- Observations for summative purposes are conducted by **certified evaluators**, who are **educational officers**
- Must include **adequate training** and **ongoing support** for teachers and administrators, including **funding** and **time** provided during the work day throughout the school year for professional development

Joint committee collaboration:

- includes **equal number of key stakeholders** selected by each (DOE and HSTA)
- meets **prior to 2013-2014** school year
  - to review equity, growth measures, reclassification, calculations of summative ratings, supports and training, timelines, and results
  - to make recommendations on all to Superintendent and BOE
- continues to meet at least **twice yearly** to continue to review

## Teacher Performance & Evaluation: (New MOU)

### Timeline:

- Initial statewide implementation for **2013-2014**, with **no personnel consequences** for all teachers with the exception of new teachers starting in the 2013-2014 school year
- Non tenured teachers who were in service no later than the 2012-2013 school year will be evaluated using the PEP-T system for 2013-14
- Teacher rated as “Marginal” during the 2012-13 school year will be evaluated using the PEP-T system for 2013-14
- **Full implementation with personnel consequences for 2014-15**, following joint committee's review and possible design change
- If rated "**Marginal**", **no pay adjustment** for following year. **Pay adjustment will become effective**, without retroactivity, the year after being rated "**Effective**" or higher. Teachers rated "Marginal" shall have the option to request an expedited appeal through an **expedited appeals panel**. (2 Association, 2 DOE)
- **24 hour notice prior** to pre-observation conference, **feedback** from formal observation provided within **two weeks**

### Supports:

- **Orientation** on instrument, tools, process, criteria, and method of calculating the rating by first day of student instruction, before first cycle of observations
- **Dedicated, paid time** for professional development within work day, or contiguously **extended work day**
- School and complex **personnel** to support teachers
- **Mentor** teachers for first and second year teachers
- Possible **opportunities for reclassification** for professional development during the work day

### Safeguards:

- **Does not diminish** or weaken existing teacher protections or due process rights
- For unsatisfactory performance evaluations, teachers have **clearly defined due process protections** under Article VIII, section O
- “No teacher may be rated less than satisfactory or less than effective without proper documentation”
- “No teacher shall be adversely evaluated without proper cause”
- Ability to **document concerns or context** regarding evaluation components

*Rationale: Education reform is supported by legislation at the state and national level, public opinion, and our own members' feedback. HSTA has taken the lead in the profession, while ensuring supports and safeguards.*

## Teaching Conditions

### Leave Days: (Amends Article XII – Leaves, D. Professional Development Leave; pg. 48)

Increases the number of days which can be converted from sick leave to personal or professional leave.

- Increase from five (5) to six (6) sick days that can be used for Personal/Professional Leave days.
- Increase from three (3) to four (4) Personal/Professional Leave days that may be taken in half-day increments.

*Rationale: Provides more flexibility for teachers to take leave for personal and professional reasons.*

## Teaching Conditions

**Duty Free Lunch:** (Amends Article VI, Y; pg. 22)

Any time in excess of any single thirty (30) minute lunch period shall also be duty free, except in those small schools where it would be impractical or prohibitive to do so.

*Rationale: Narrows the exception of yard duty after a teacher's 30-minute duty free lunch to ONLY small schools.*

**Planning and Collaboration Days:** (Amends Appendix XIII – School Planning/Collaboration Days; pg. 88)

- Effective 7/1/13, two (2) P/C days will be restored.

*Rationale: The conversion of the two PC days in 2011-2013 school years allows for 180 student days to be in compliance with Act 167. Both parties recognize the need for professional development as such the days are restored going forward from school year 2013-14. This restoration will impact student instructional days. As such, refer to the MOU requiring negotiations on the impact of Act 167, 2012, and Act 52, 2011.*

**Preparation Equipment:** (Amends Article VI, L; pg. 17)

Modernize language to include computer, software, and printing.

*Rationale: To update equipment technology at the worksite.*

**Preparation Period:** (Deletes Appendix IX - Preparation Periods and inserts pertinent language in Article VI – Teaching Conditions & Hours, X. Preparation Periods; pg. 21)

Increase daily preparation period from 40 to 45 minutes; however, may be aggregated to 225 minutes weekly and redistributed. School administrators may use up to six (6) teacher preparation periods. Codifies definition of “common” and “floating” preparation, and reaffirms teachers’ right to determine where and how preparation time will be utilized.

*Rationale: In addition to the increase in time, this change moves the preparation period language about where and how preparation time is utilized from the appendix into the main body of the contract.*

**Counselors:** (Amends Article VI, V; pg. 21)

Ensure adequate space to provide counseling in a confidential manner and access to a lockable file cabinet to secure such information.

*Rationale: Improves the ability of counselors to conduct their duties in a confidential manner.*

**Student Discipline:** (Amends Article XI; pg. 46)

Administration shall handle student discipline referrals in a timely manner, and the teacher will be notified of principal’s decision prior to student being returned to class.

*Rationale: This language is an important change in improving response time and notification from administration related to student discipline.*

## Teaching Conditions

**Yard (Recess) Duty & Student Supervision:** *(Amends Article VI – Teaching Conditions and Hours, Z. Non-Professional Duties and Student Supervision; pg. 23).*

- All teachers shall be included in Yard Duty, except Grade Level Chairs and Department Heads who do not have extra preparation periods.
- Yard Duty shall be no more than once every five (5) days, or no more than 1/5 of total days per quarter.
- Exception may be made for small schools with 250 or less students where it may be impractical.

*Rationale: This change makes a more equitable distribution of yard (recess) duty among teachers.*

**Probationary Teachers:** *(Amends Article VI – Teaching Conditions & Hours, JJ, Probationary Credit; pg. 31)*

- Teachers hired **prior** to the 2012-2013 school year, and holding a current and valid license from HTSB, shall serve four (4) satisfactory semesters in order to earn tenure upon reemployment.
- Effective school year **2013-2014, a newly-hired** teacher holding a current and valid license from the HTSB shall serve six (6) “effective” semesters of probation, and subject to the new evaluation system (as defined in Article VIII - Teacher Performance).
  - Upon earning Tenure status, the teacher shall be eligible for a two thousand five hundred dollar (\$2,500) bonus to be awarded no earlier than September 15<sup>th</sup> of the year following achievement of tenure status.

*Rationale: This is a recruitment and retention tool, that rewards newly hired teachers for successful completion of probation and earning tenure.*

**Special Education/Rehabilitation Act/ Section 504 Conferences:** *(Deletes Appendix XIV and inserts pertinent language which amends Article VI.HH; pg. 28)*

- Title: Special Education Committee, add the word “Committee”
- SpEd and 504 Conferences will continue to be scheduled by mutual consent of teachers and parents.

*Rationale: The language on conferences was formerly in Appendix XIV. The language is now embedded into the main body of the contract.*

## Transfers & Assignment

**Staff Reduction:** *(Deletes Appendix VII - Middle Schools, moving pertinent language to Article VII, E.; pp. 33-34)*

- District unassigned teachers shall not have priority into middle school vacancies. Vacancies at middle schools shall be open and made available only under the normal Assignment and Transfer process.
- Reaffirms that staff-reduced elementary teachers will maintain their option to seek a 6<sup>th</sup> grade vacancy.

*Rationale: For clarity, this moves important provisions from the Appendix into the main body of the contract.*

**Teachers at Charter School Conversion Schools:** *(Amends Art. VII - Assignments and Transfers, E.; pp. 33-34)*

Tenured teachers employed at a DOE school moving to conversion as a public charter school shall be afforded the option to be placed in another DOE school as an unassigned staff reduced teacher, pursuant to the new 2012 staff reduction guidelines. Priority placement for these teachers shall only be available during the Assignment and Transfer period of the charter school conversion transition year.

*Rationale: The language related to the middle schools was moved from the Appendix into the main body of the contract. The language about the charter school teachers is an important protection option for those teachers who do not want to leave the DOE.*

## Transfer & Assignment

### **Transfer Grievances:** (Amends Article VII - Assignments and Transfers, C.; pg. 33)

Grievances dealing with transfer period issues, if arbitrated, should be completed on or before July 15.

*Rationale: To address transfer grievances in a timely manner, to be completed before new school year begins.*

## Other Miscellaneous Changes

### **Association Representatives:** (Amends Article IV – Association Rights, B.; pg. 3)

For common reference, “Association Representative” shall include field representatives, Union representatives and UniServs. If required by administration, verification will be given.

*Rationale: To expand the description of Association Representatives.*

### **Reasonable Suspicion Testing for Drug and Alcohol:** (Deletes Appendix III. Drug & Alcohol Testing, creates a New Article for Reasonable Suspicion Testing for Drug and Alcohol)

Procedures for drug and alcohol testing will be based on reasonable suspicion; thus, maintaining constitutional rights of teachers, and ensuring due process protections. By December 31, 2013 the parties will review the drug and alcohol testing program, including the procedures to determine if any changes or improvements are appropriate. Procedures will be made available for reference on the HSTA Members-Only web site.

*Rationale: Resolves litigation over the constitutionality of random drug testing; creates a new Article with procedures for reasonable drug and alcohol testing. Ensures fair and objective reasonable suspicion testing.*

### **Temporary Assignment as EO:** (Amends Article I – Recognition; pg. 1)

- Teachers who accept a temporary assignment as an Educational Officer for ninety (90) days or more shall be temporarily moved out of Bargaining Unit 05 for the remainder of their appointment, with their bargaining unit seniority in Unit 05 frozen for duration of appointment.
- Where the performance of temporary EO duties involves personnel-related matters of DOE employees, the temporary EO shall not be entitled to HSTA representation.

*Rationale: To clarify the bargaining unit designation for temporary Educational Officers (Administrators)*

## Memoranda of Understanding (MOUs)

### **Comprehensive Salary Study:**

Commissions a comprehensive teacher compensation study to be completed no later than 90 days prior to the 2015 legislative session. The study shall include, but not be limited to, issues related to the following

- Cost of living
- Contributions to health benefit plans
- Retirement benefits
- Comparability to teaching professionals in other jurisdictions
- Comparability to similar professions
- Adequacy of compensation
- Alignment of salary steps and years of service (true up)
- Recruitment and retention
- Supplementary pay

## Memoranda of Understanding (MOUs)

### **Comprehensive Salary Study (continued):**

The results of the salary study (inclusive of the financial modeling) shall be presented to the legislature for consideration of collective bargaining implications, including during the reopener period.

### **Exceptions to the Agreement:**

Maintains collaborative process with consensus being the primary goal; 66 2/3 is fallback decision making process; eliminates blank ballots counted as no votes.

### **Recruitment/Retention:**

Restores full \$3,000 differential starting July 1, 2015.

### **Special Education Staffing Allocation:**

Consult and confer shall be initiated by June 30, 2013.

### **Teacher Transfer Opportunities:**

Work group will be established to address issues related to identifying and listing teacher vacancies that occur after the second posting for Assignments and Transfers. Group will also study feasibility of opportunities for transferring after the second posting.

### **Travel and Per Diem:**

Establishes a trigger for the state and HSTA to meet regarding increases in travel and per diem rates.

### **Additional Professional Development Hours:**

Provides 21 hours (paid on the salary schedule for years 2013-2015) of professional development via the use of contiguously extended school days. All training under this provision requires at least one week's notice, and may not extend the work day beyond 4:30 pm.

*Rationale: This signifies acknowledgement of the need to provide added paid time for training & collaboration.*

### **Acts 167 and Act 52:**

Ensures that impacts of Acts 167 and 52 to teacher working conditions will be negotiated via supplemental agreement.

### **Teacher Evaluation:**

See evaluation section above.

### **Expedited appeals process:**

Provides any teacher earning a marginal rating under the new evaluation system an opportunity to appeal the rating using an appeals panel, which includes two Association appointed and two DOE appointed panel members.

### **Licensing fees:**

Requires the employer to pay HTSB renewal licensing fees for all teachers rated satisfactory, effective or highly effective beginning school year 2014-15. Renewal fees will not be retroactively paid, nor are reimbursements available.

### **Expanded leave:**

Requires the department to begin the process of changing the Administrative Leave and School Code to allow leave sharing for maternity/paternity leave.

## Memoranda of Understanding (MOUs)

### Continuing of MOUs from 2011-13:

Extends MOUs related to the following:

Ad Hoc Committee

Experimental Transfer Program

Recruitment/Retention Incentive for Licensed Special Education Teachers

Supplementary Pay

Walkthroughs

Settlement of the 2011-2013 Contract, and Withdrawal of the HSTA Prohibited Practice Complaint

In the spirit of good faith, the parties mutually agree to the contractual terms currently in place for 2011-2013.

As a result of both the 2011-2013 and 2013-2017 agreements, the HSTA's Prohibited Practice Complaint #781 shall be withdrawn upon ratification of these agreements. As with the January 2012 tentative agreement, and the May 2012 Reconsideration vote, the Union intends to withdraw the HSTA complaint following ratification.