

**IMPLEMENTATION OF EMPLOYER'S LAST BEST FINAL OFFER  
CULMINATING NEGOTIATIONS BETWEEN THE STATE OF HAWAII BOARD  
OF EDUCATION AND THE HAWAII STATE TEACHERS ASSOCIATION FOR  
A SUCCESSOR AGREEMENT TO THE AGREEMENT EXPIRED JUNE 30,  
2011. DESCRIPTION OF TERMS TO BE IMPLEMENTED FOR THE PERIOD  
JULY 1, 2011 – JUNE 30, 2013**

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[NOTE: THE TERMS TO BE IMPLEMENTED EFFECTIVE JULY 1, 2011 ARE THE SAME AS THE TERMS OF THE AGREEMENT THAT EXPIRED JUNE 30, 2011 UNLESS OTHERWISE INDICATED IN THIS DOCUMENT.]

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[NOTE: THE TERMS TO BE IMPLEMENTED EFFECTIVE JULY 1, 2011 ARE THE SAME AS THE TERMS OF THE AGREEMENT THAT EXPIRED JUNE 30, 2011 UNLESS OTHERWISE INDICATED IN THIS DOCUMENT.]

**Article I – Recognition:** (page 1 of Agreement)

Amend the first paragraph and add second and third paragraphs, as follows:

A. This Agreement is entered into this 1st day of July 2009 2011 by and between the State of Hawaii, Board of Education, hereinafter called the “Employer” as defined in Section 89-2(9), Hawaii Revised Statutes (HRS), and the Hawaii State Teachers Association, hereinafter called the “Association.”

B. Teachers who accept a temporary assignment as an Educational Officer (EO) for ninety (90) days or more shall be temporarily moved out of Bargaining Unit 05 for the remainder of their appointment. Starting from the time of the temporary assignment and throughout its duration, the teacher’s bargaining unit seniority in Unit 05 shall be frozen. Upon return to a Bargaining Unit 05 position, all seniority and rights shall be unfrozen. Return to the same medical plans and with the same insurance contribution rates may not be possible.

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

**Article IV – Association Rights, B.** (page 3 of Agreement)

Amend to read as follows:

**B. Field Association Representatives**

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

Permission will be granted provided such entry does not interfere with teachers while teaching or on duty supervising students. The Association representative seeking entry need not disclose the nature of the business other than the fact that it is official Association business.

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

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

Article V – Grievance Procedure, C. Association Representation: Amend to retitle, as follows: (page 8 of Agreement)

**C – ASSOCIATION REPRESENTATION - RIGHT TO PRESENT A GRIEVANCE**

Article VI – E. - Amend by adding following sentence to end of second paragraph: (page 15 of Agreement)

Teachers may be assigned supervision no more than once every five (5) days or no more than one-fifth (1/5) of the total days per quarter, except in those small schools wherein it would be impractical or prohibitive to do so.

**Article VI-L, Preparation Equipment.** (page 17 of Agreement)

Amend to read as follows:

**L. PREPARATION EQUIPMENT**

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

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

Teachers should take appropriate steps to ensure their teacher's personal safety when working before and after school hours.

**Article VI-V, Confidential Information** (page 21 of Agreement)

Amend as follows:

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

Counselors shall be provided a space to provide counseling services in a confidential manner. Counselors shall have access to a lockable file cabinet to adequately secure confidential information.

**Article VI. X. - PREPARATION PERIODS** (pages 21-22 of Agreement)

Amend as follows:

**21. 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 for all teachers at a school outside of the instructional day, such as at the end or 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.

**13. 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-five (40 45) minutes. However, in cases where the scheduled single preparation period exceeds forty-five (40 45) minutes, the excess minutes shall be considered preparation time. Preparation periods, if scheduled at the end of the day, may be more than forty-five (40 45) if scheduling allows.

Up to ~~eight~~ <sup>six</sup> (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.

**34. 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.

**45. 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 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 his/her 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.

Article VI – Y, Duty Free Lunch Period: Amend as follows: (page 22 of Agreement)

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

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

Article VI – Z, Non-Professional Duties - Amend as follows: (page 23 of Agreement)

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

**Article VI, CC – Work Time Distribution, Weekly Totals Within the 7-Hour Day, 5-Day Week** (pages 25-26 of Agreement)

Amend as follows:

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

**1. Self-Contained Classes**

- a. Fourteen hundred fifteen (1415) minutes of instructional time per work week.
- b. Two hundred ~~twenty-five~~ (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) departmental meetings
  - 3) grade level meetings
  - 4) curriculum meetings
  - 5) passing time
  - 6) opening and closing time

- 7) recess
- 8) homeroom
- 9) scheduled activity periods on a voluntary basis
- 10) study hall

**2. Departmental Classes**

- a. Twelve hundred eighty-five (1285) minutes of instructional time per work week.
- b. Two hundred ~~twenty-five~~ (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 hundred ~~sixty-five~~ ~~forty-five~~ (465 ~~440~~) minutes to be used during the work week exclusively for:
  - 1) all faculty meetings
  - 2) departmental meetings
  - 3) grade level meetings
  - 4) curriculum meetings
  - 5) passing time
  - 6) opening and closing time
  - 7) recess
  - 8) homeroom
  - 9) scheduled activity periods on a voluntary basis
  - 10) study hall

Article VI – HH. Special Education: Retitle, and amend to read as follows:  
 (page 28 of Agreement)  
2. Special Education Committee

Article VI -- JJ: (page 31 of Agreement)

Amend to read as follows:

JJ. 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.

Article VII – C. Assignment and Transfers. Amend to read as follows:  
(page 33 of Agreement)

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

Article VII – E. Staff Reduction: (page 35 of Agreement)

Amend to add the following to the end of this section:

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

Article VIII – Teacher Performance, B. (page 38 of Agreement)

**B.** Teachers will be provided an orientation no later than the end of the first month of the school year 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.

Prior to the commencement of the PEP-T cycle, teachers on PEP-T cycle shall be given an in depth orientation on the process and timelines related to observations and conferences.

**Article XI – Student Discipline, C.** (pages 46-47 of Agreement)

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

**Article XII – Leaves.** (page 48 of Agreement)

Amend the Article as follows:

D. Modify section D to increase the number of Personal/Professional Development Leave days from five (5) to six (6). (See below )

D. PERSONAL/PROFESSIONAL DEVELOPMENT LEAVE WITH PAY

The Employer shall grant up to ~~five (5)~~ six (6) Personal/Professional Development Leave days with full pay per school year which may be used for personal business which can be transacted only during school hours. Such Personal/Professional Development Leave shall be charges against the teacher's sick leave. A teacher desiring to use Personal Leave shall give at least forty-eight (48) hours advanced notice except in emergencies.

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

Personal/Professional Development Leave shall not be cumulative.

~~Three (3)~~ Four (4) Personal Leave days may be taken in half-day increments. A request for a half-day Personal Leave shall be granted provided the services of a substitute teacher, if needed, are secured by the teacher. Professional Development leave cannot be taken in half-day increments.

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

**Article XVII, Salaries**

**Article XVII, Salaries** (page 54 of Agreement)

Add at beginning of Article, the following introductory paragraph:

See Appendix , Wage Reduction and Directed Leave Without Pay (DLWOP) effective July 1, 2001 through and including June 30, 2013.

2011

**Article XVIII, Hawaii Employer-Union Health Benefits Trust Fund**

(page 57 of Agreement)

Delete the existing language in this Article in its entirety and replace with the following:

Subject to the applicable provisions of Chapters 87A and 89, Hawai'i Revised Statutes, the Employer shall pay monthly contributions to the Hawai'i Employer-Union Health Benefits Trust Fund ("Trust Fund" or EUTF) as follows:

A. "Health Benefit Plan" shall mean the medical PPO, HMO, HDHP, prescription drug, dental, vision, and dual coverage medical plans.

B. Effective July 1, 2011.

Effective July 1, 2011 for plan year 2011-2012, the Employer shall pay a specific dollar amount equivalent to fifty percent (50%) of the premium rates established by the Trust Fund Board for the respective health benefit plan plus fifty percent (50%) of all administrative fees:

1. The amounts paid by the Employer in plan year 2011-2012 for each Employee-Beneficiary with no dependent-beneficiaries shall be limited to those enrolled in the following self only Trust Fund Health Benefit Plans:

**SELF ONLY BENEFIT PLAN**

- a. Medical (PPO, HMO, or HDHP)(& chiro)
- b. Prescription Drug
- c. Dental
- d. Vision
- e. Dual Coverage (medical, drug, chiro):
  - (1) HMSA
  - (2) Royal State

2. The amounts paid by the Employer in plan year 2011-2012 for each Employee-Beneficiary with one dependent-beneficiary shall be limited to those enrolled in the following two-party Trust Fund Health Benefit Plans:

TWO-PARTY BENEFIT PLAN

- a. Medical (PPO, HMO, or HDHP)(& chiro)
- b. Prescription Drug
- c. Dental
- d. Vision
- e. Dual Coverage (medical, drug, chiro):
  - \_\_\_\_\_ (1) HMSA
  - \_\_\_\_\_ (2) Royal State

3. The amounts paid by the Employer in plan year 2011-2012 for each Employee-Beneficiary with two or more dependent-beneficiaries shall be limited to those enrolled in the following family Trust Fund Health Benefit Plans:

FAMILY BENEFIT PLAN

- a. Medical (PPO, HMO, or HDHP)(& chiro)
- b. Prescription Drug
- c. Dental
- d. Vision
- e. Dual Coverage (medical, drug, chiro):
  - \_\_\_\_\_ (1) HMSA
  - \_\_\_\_\_ (2) Royal State

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay a specific dollar amount equivalent to ~~five~~ ~~hundred~~ percent (50/100%) of the premium rates established by the Trust Fund Board plus ~~five~~ ~~hundred~~ percent (50/100%) of all administrative fees in plan year 2011-2012.

C. Effective July 1, 2012.

Effective July 1, 2012 for plan year 2012-2013, the Employer shall pay a specific dollar amount equivalent to fifty percent (50%) of the premium rates established by the Trust Fund Board for the respective health benefit plan plus fifty percent (50%) of all administrative fees:

1. The amounts paid by the Employer in plan year 2012-2013 for each Employee-Beneficiary with no dependent-beneficiaries shall be limited to those enrolled in the

following self only Trust Fund Health Benefit Plans:

SELF ONLY BENEFIT PLAN

- a. Medical (PPO, HMO, or HDHP)(& chiro)
- b. Prescription Drug
- c. Dental
- d. Vision
- e. Dual Coverage (medical, drug, chiro):
  - \_\_\_\_\_ (1) HMSA
  - \_\_\_\_\_ (2) Royal State

2. The amounts paid by the Employer in plan year 2012-2013 for each Employee-Beneficiary with one dependent-beneficiary shall be limited to those enrolled in the following two-party Trust Fund Health Benefit Plans:

TWO-PARTY BENEFIT PLAN

- a. Medical (PPO, HMO, or HDHP)(& chiro)
- b. Prescription Drug
- c. Dental
- d. Vision
- e. Dual Coverage (medical, drug, chiro):
  - \_\_\_\_\_ (1) HMSA
  - \_\_\_\_\_ (2) Royal State

3. The amounts paid by the Employer in plan year 2012-2013 for each Employee-Beneficiary with two or more dependent-beneficiaries shall be limited to those enrolled in the following family Trust Fund Health Benefit Plans:

FAMILY BENEFIT PLAN

- a. Medical (PPO, HMO, or HDHP)(& chiro)
- b. Prescription Drug
- c. Dental
- d. Vision
- e. Dual Coverage (medical, drug, chiro):
  - \_\_\_\_\_ (1) HMSA

(2) Royal State

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay a specific dollar amount equivalent to ~~fortyone~~ ~~hundred~~ percent (50/100%) of the premium rates established by the Trust Fund Board plus ~~fortyone~~ ~~hundred~~ percent (50/100%) of all administrative fees in plan year 2012-2013.

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

1. When rounding to the nearest cent results in an even amount, such even amount shall be the Employer's monthly contribution. For example:  
(a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)  
(b) \$11.382 = \$11.38 = \$11.38 (Employer's monthly contribution).

2. When rounding to the nearest cent results in an odd amount, round to the lower even cent, and such even amount shall be the Employer's monthly contribution. For example:  
(a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)  
(b) \$11.386 = \$11.39 = \$11.38 (Employer's monthly contribution)

Employer contributions effective July 1, 2011 and July 1, 2012 shall be rounded as described in item D. after administrative fees have been determined by the Trust Fund Board

E. The parties shall meet and negotiate the EUTF contributions effective 7/1/2013; if the parties do not reach agreement, the procedures set forth in HRS Section 89-9(e) and Section 89-11(g) shall apply. ~~Both parties~~ ~~The Employer will continue paying their respective amounts based on each~~ ~~paying a specific dollar amount equivalent to 50% of the premium rates established by the Trust Fund Board plus 50% of the administrative fees until a resolution is reached, through negotiation or determination by the Legislature, as to contributions effective on and after 7/1/2013.~~

F. No later than three (3) weeks after the Trust Fund Board formally establishes and adopts premium rates for Fiscal Years 2011-2012 and 2012-2013 (or

for other periods should the board adopt mid-year changes), the Office of Collective Bargaining shall distribute the calculation of the Employer's monthly contribution amounts for each health benefit plan.

G. Should the Trust Fund Board eliminate any significant portion (e.g. the elimination of prescription drug benefits in the medical plan) or part of a Trust Fund health benefit plan or adopt a new plan, this Article shall be reopened for the purpose of renegotiating the Employer's monthly contribution amounts.

**Article XXIV - Duration** (page 59 of Agreement)

Amend paragraph to read as follows:

This Agreement shall become effective as of July 1, 2009~~11~~, and remain in effect to and including June 30, 2011~~13~~ except as otherwise provided herein. This Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice during the period June 1, 2010~~12~~ through June 30, 2010~~12~~ to the other party of its desire to modify, amend or terminate the Agreement. Negotiations shall commence by July 31, 2010~~12~~.

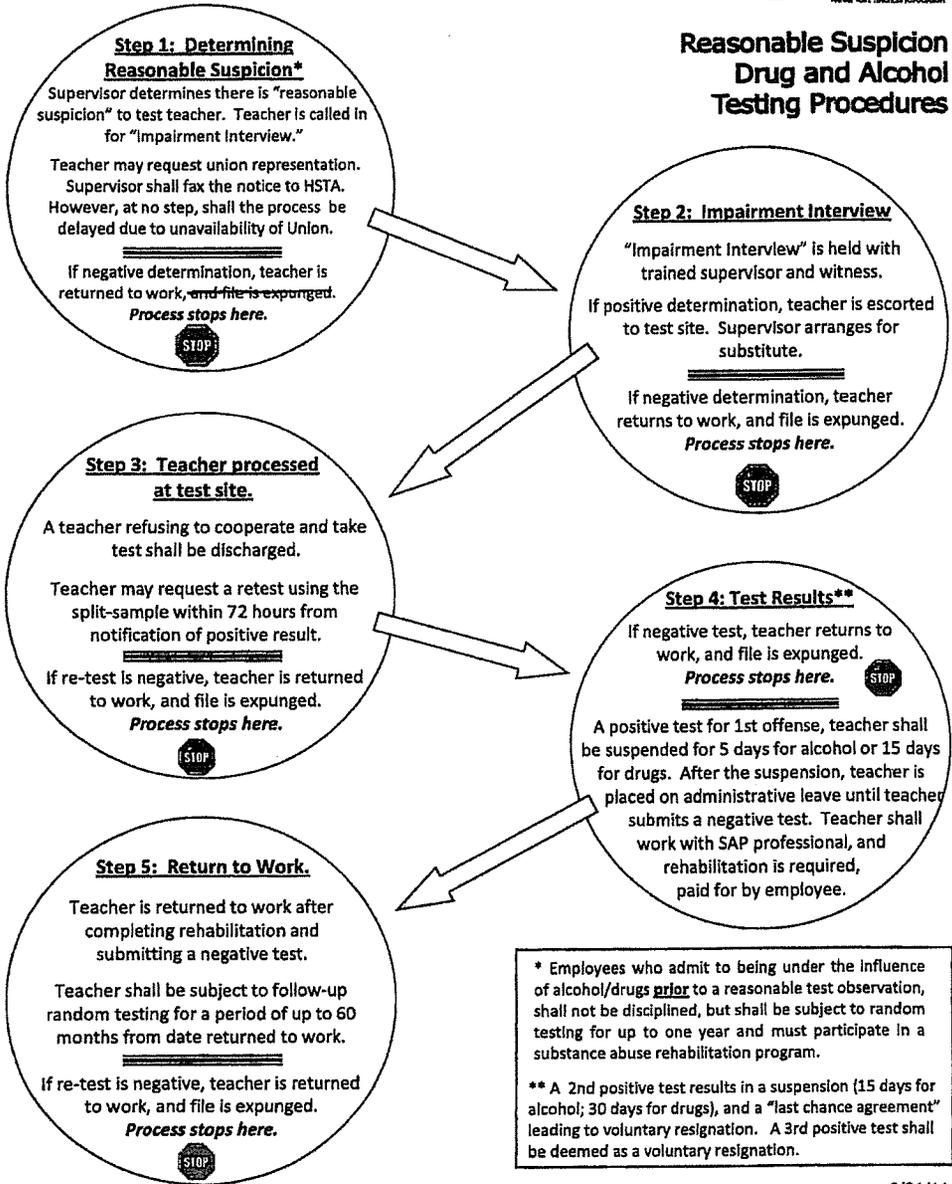
New Article- **Drug and Alcohol Testing**

New article to read as follows:

There shall be drug and alcohol testing based on reasonable suspicion. A summary of the steps to follow in reasonable suspicion test procedures are reflected in the flowchart below. The detailed procedures shall be posted on the Employer and Union websites. Any changes to the procedures will be mutually agreed to by the parties. The parties will review the drug and alcohol testing program, including the procedures, prior to negotiating the 2013-15 agreement to determine if any changes or improvements are appropriate.



## Reasonable Suspicion Drug and Alcohol Testing Procedures



Amend to renew and update the Appendix to read as follows:  
 (page 65 of Agreement)

Appendix # \_\_\_\_ – Ad Hoc Committee

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2009 2011, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

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

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

The outcomes of the discussions of each meeting shall be shared with both parties.

This Memorandum of Understanding shall expire on June 30, 2014 2013.

**APPENDIX III**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION**  
**AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(DRUG AND ALCOHOL TESTING)**

(pages 66-67 of Agreement)

Amend to delete in its entirety.

(page 74 of Agreement)

Appendix VII – Middle Schools: Amend to delete Appendix in its entirety, and extract and move the pertinent content regarding staff reductions to Article VII, E. Staff Reduction. This is a companion proposal with 40.

**APPENDIX X**  
(page 84 of Agreement)  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE OF HAWAII**  
**BOARD OF EDUCATION AND**  
**HAWAII STATE TEACHERS ASSOCIATION**  
**(RECRUITMENT / RETENTION INCENTIVE FOR HARD-TO-STAFF**  
**LOCATIONS)**

**Amend to read as follows:**

||

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2009~~11~~, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

In an effort to provide stability and continuity in the learning communities of hard-to-staff schools, the parties mutually agree to a differential for licensed teachers employed at the following campuses:

- Hana Complex
- Kea'au Complex
- Lana'i Complex
- Molokai Complex
- Na'alehu/Ka'u/Pahala School
- Nanakuli Complex
- Paho Complex
- Waianae Complex

All licensed teachers in the identified schools shall receive a ~~\$3,000~~\$1,500 differential for each year of employment at such schools.

This Memorandum of Understanding shall expire on June 30, 2011~~13~~.

**Appendix XIII** (pages 88-89 of Agreement)

Appendix XIII  
Memorandum of Understanding  
Between  
State of Hawaii  
Board of Education  
and  
Hawaii State Teachers Association  
(School Planning/Collaboration Days)

Amend Appendix to add the following at the end:

~~The parties shall enter into a written Supplemental Agreement to memorialize HSTA's willingness to give up and not access two of the four days provided for in Appendix XIII shall not be utilized for school years 2011-12 and 2012-13, as was agreed to by HSTA for school year 2011-12.~~

Appendix XIV – Special Education / Rehabilitation Act Section 504 Conferences.  
(page 90 of Agreement)

Amend to delete in its entirety.

Amend to renew and update the Appendix to read as follows.  
(pages 91-92 of Agreement)

Appendix ~~XV~~ \_\_\_ - Supplementary Pay

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July ~~2009~~ 2011, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association

Effective the first day of the ~~2009-2010~~ 2011-2012 school year, the supplementary pay schedules shall be amended to reflect the following:

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

This Memorandum of Understanding shall expire on June 30, ~~2011~~ 2013.

**Appendix XVIII, VEBA Trust Fund** (pages 95-99 of Agreement)

Delete the entire Appendix

Amend to renew and update Appendix to read as follows:  
(pages 100-101 of Agreement)

**Appendix XIX** \_\_\_\_ – Walkthroughs

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of July 2009-~~2011~~, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

The parties believe walkthroughs may be an effective means of acknowledging the degree of rigor, relevance and relationships in classrooms. The parties also agree that classroom interruptions shall be minimized; therefore, personnel shall provide prior notice of the walkthrough, its purpose, and the method used to provide appropriate feedback to the teacher if data is collected.

Should a teacher indicate that a walkthrough is untimely, the teacher's request that it take place at another time shall be considered; however, the request may be denied.

Walkthroughs, therefore, shall be conducted within the parameters of the following categories:

**In-School:** The parties agree that the administration and school restructuring providers have the right to observe and visit classrooms within a school. Other in-school personnel within this category shall include the State Superintendent, the school's Complex Area Superintendent (CAS), and teachers at the school.

**Educational Visitors:** This category of visitors conducting walkthroughs includes district level personnel such as CASs from other complexes, School Renewal Specialists, principals and teachers from other schools, mentors and alternative certification personnel. The purpose of the walkthrough shall be identified and appropriate feedback shall be provided if data is collected.

**Other Visitors:** Other visitors conducting walkthroughs include parents, community members, book representatives, foreign visitors, students from other schools, and members of institutions of higher learning. Such visitors shall conduct themselves in compliance with State and Federal laws regarding confidentiality.

The parties also agree that in the interest of maximizing student learning, scheduled lessons will be carried out as planned by the teacher.

This Memorandum of Understanding shall expire on June 30, 2014 ~~2013~~.

**New Appendix, Wage Reduction and Directed Leave Without Pay  
(DLWOP)**

**Appendix , Wage Reduction and Directed Leave Without Pay (DLWOP)**

**1. Wage Reduction: For the duration of the agreement, the teachers shall accept a temporary five percent (5%) salary reduction in the following manner:**

- a) **Effective July 1, 2011, through and including June 30, 2013, the teacher salary schedule shall be temporarily reduced by one and one-half percent (1 ½ %);**
- b) **Teachers shall accept Directed Leave Without Pay (DLWOP) on mutually agreed upon non-instructional dates for each year of this agreement as follows:**
  - 10-month teachers: 7 ½ days**
  - 12-month teachers: 9 days**

**2. Salary Incremental Step Movement: The parties agree to meet and consider the applicability of step movement within the salary schedule no later than March 1, 2012, or within ten (10) days after the Council on Revenues holds its first quarter meeting in 2012.**