

Hawaii State Teacher Association
Frequently Asked Questions (FAQ)
Ratification 2012

CONTRACT DURATION:

1. Why did HSTA agree to a six-year contract?

There is no simple answer for this. When we looked at the uncertainty of our global, national and state economy, it would have been easy to “do nothing,” and continue status quo. However, we also saw the need to “grow hope” for the future of our students, educators, and communities. Fortunately, that same hope was shared by our governor, board of education and state superintendent. With President Obama’s Race to the Top initiative, new opportunities emerged. Our joint commitment with the Employer to transform public education would take an investment on all sides far into the future. So that’s what we did.

2. Can we still negotiate additional pay increases and other matters during the contract period?

Yes. There is a one-time option to re-open the contract in either January 2013 or January 2015 to negotiate across-the-board increases, increase to hard-to-fill incentives and supplemental pay. There are additional re-openers such as Race to the Top Implementation; Student Instructional Time; SPED Staffing Allocation; and Subcontracting.

SALARIES & COMPENSATION:

3. With the re-opener in either January 2013 or January 2015, does the State have to agree to any across the board salary increases?

No, in good-faith negotiations, neither party is compelled to accept proposals or make concessions. Much depends upon the state’s economic condition at that time, as well as the state’s ability to balance the demands from other public unions.

4. Is there any retroactive pay from the imposed "last, best, and final offer" for the contract period from July, 1, 2011 to the present?

No, there is no “retroactive pay” for the contract period from July 1, 2011 to the present (i.e., ratification of this tentative settlement). The Union recommends ratification and encourages the review of the tentative settlement as a complete package.

5. Will Department Directed Leave Without Pay (DLWOP) continue? What is the "reconfiguration of the employer's labor savings formula?"

There continues to be a five percent (5%) labor cost savings for SY 2011-2012 and SY 2012-2013. The five (5) DLWOP days that were implemented from July 1, 2011 –January 4, 2012 have been incorporated into the tentative settlement. There are no additional DLWOP days. The tentative settlement utilizes Teacher Directed Planning (TDP) days, Supplemental Time Off (STO), and work days in lieu of DLWOP. The Union recommends ratification and encourages the review of the tentative settlement as a complete package.

6. What are the required "work days?"

Previously designated as DLWOP days by the Employer in its "Last, Best and Final Offer", these four (4) days have been restored back to "work days." In consideration for this, teachers will receive four (4) STO days.

The work days are as follows:

SY 2011-2012:

May 25, 2012 (last day of school)

Teachers report to complete teacher requisite activity.

SY 2012-2013

Three (3) days

-One (1) additional day at the beginning of the school year.

-One (1) day between semesters

-One (1) last day of school

Teachers report to complete teacher requisite activity.

7. Why am I being required to work on these days previously set as DLWOP days by the Employer?

Based on teacher feedback, these days were identified as important and critical for teacher initiated requisite activities such as setting up classrooms and grading. As a result, these days were restored.

8. Are teachers being paid to report to work on these restored "work days?"

These are paid work days. There is no change in pay. In consideration for this, teachers will receive four (4) STO days to be used before the end of the 2012-2013 school year.

TEACHER DIRECTED PLANNING (TDP) TIME:

9. What is Teacher Directed Planning (TDP) time?

TDP is teacher directed or initiated planning time. Each teacher determines where and how s/he will utilize the time.

10. When are TDP times/days scheduled?

SY 2011-2012

March 9, 2012

June 22, 2012: half (1/2) day for 12-Month Teachers

June 29, 2012: one (1) day for 12-Month Teachers

In addition, if the school administrator did not schedule the three and a half (3.5) hours of DLWOP, it shall be converted to three and a half (3.5) hours of Teacher Directed Planning (TDP) time for SY 2011-2012. For SY 2012-2013, there will be an additional three and a half (3.5) hours of Teacher Directed Planning (TDP).

SY 2012-2013

There will be four (4) TDP days.

12-Month Teachers will receive an additional one and one-half (1.5) TDP days. Dates will be determined.

SUPPLEMENTAL TIME OFF (STO):

11. What is Supplemental Time Off (STO)?

Supplemental Time Off is paid time off from work/school at the teacher's discretion. Teachers will receive four (4) STO days to be used before the end of the 2012-2013 school year. Failure to use these days results in forfeiture. STO's are in consideration for restoring the following four (4) work days:

May 25, 2012 (last day of school)

Three (3) days in SY 2012-2013:

-One (1) additional day at the beginning of the school year.

-One (1) day between semesters

-One (1) last day of school

12. How many STO days will a teacher receive?

Each teacher will be given four (4) days STO, one-time only. There are no more STO days during the contract period.

13. What happens if I don't use my STO?

Failure by each individual teacher to utilize the four (4) days of STO will result in forfeiture of any unused STO days.

14. What is the deadline to use STO?

The STO must be used prior to the end of school year 2012-2013.

15. Can I connect my STO to personal leave if I want to extend time being out of work for personal reasons?

There are no restrictions in utilizing STO, provided that the teacher complies with existing leave requirements.

16. If a teacher does not use his STO, can it be converted to sick leave?

No, the STO must be used prior to the end of school year 2012-2013. The STO cannot be converted to sick leave or "banked." You must use it, or lose it.

17. What would happen to students when classroom teachers use STO?

Students will be taught by a substitute teacher. Classroom teachers are required to follow the normal procedures in preparing for leaves. Classroom teachers are still expected to call in to T-SEAS and prepare substitute plans.

18. Are the four (4) STO days in addition to the eighteen (18) sick days full-time teachers receive in a year?

Yes, the 4 STO days are in addition to the 18 sick days you receive in a school year.

19. Is STO paid or unpaid?

There will be no changes to your salary whether you utilize the STO or not. The STO is paid time.

20. How does STO affect years of service?

It will not adversely affect your years of service since it is paid time off.

21. When can a teacher take STO?

Teachers can take them at anytime. Teachers are still required to inform your administrator or supervisor prior to use.

22. Does a teacher need to have the STO pre-approved?

No, STO does not need to be pre-approved.

23. Can a principal deny a teacher's STO?

No, a principal or supervisor cannot deny use of your STO. STO is taken at the teacher's discretion.

SALARIES:

24. What happens when the temporary five percent (5%) labor savings ends on June 30, 2013?

On July 1, 2013, Teachers will be placed on a new salary schedule (Exhibit 2 &3). See Exhibit 5 for methodology for placement on the new salary schedule.

25. What happens to a teacher that was reclassified to higher classification after July 1, 2009? Does the teacher match the salary of July 1, 2009 or the reclassified salary after July 1, 2009?

The teacher would match up their reclassified salary. Step 1 of Exhibit 5 is intended to find the teacher's placement based on their current (meaning as of July 1, 2013) classification. The teacher should utilize the restored 2009 salary schedule (Exhibit 1) for his current classification in determining the salary amount to match in Exhibit 2 or 3.

26. Will teachers receive all step movements on July 1, 2013?

Not in all cases. Step movement(s), if any, are effective based on the transition schedule set on Exhibit 4 and the required overall performance evaluation rating of "effective" or "highly effective" from July 1, 2013.

27. Why do we "plus 6" to our current years?

The "plus 6" represents the six (6) years of the tentative settlement duration from July 1, 2011 to June 30, 2017. Although the step movement is "scheduled" in Exhibit 4, each year of the "plus 6" requires an overall performance evaluation rating of "effective" or "highly effective". Beginning July 1, 2013 with the new performance-based evaluation system, these step movement(s) are not automatic. Step movements beginning in July of each year from 2013 should be considered the annual step movement which requires an overall performance evaluation rating of "effective" or "highly effective".

28. What if a teacher received a less than satisfactory PEP-T rating in years prior to July 1, 2011, will the teacher still receive his step movement based on the correlating salary adjustment schedule Exhibit 4?

Yes. Previous PEP-T ratings prior to July 1, 2011 are not relevant for the purposes of salary adjustments scheduled under Exhibit 4.

29. What if a teacher received a less than satisfactory PEP-T rating during the contract period from July 1, 2011 to June 30, 2013?

The Employer's new performance-based evaluation system will not be implemented state-wide until July 1, 2013. At that time, a teacher will be eligible to receive an "effective" or "highly effective" rating. Therefore, the PEP-T ratings are not applicable for purposes of annual step movements.

30. Can teachers still move from one classification to the next with professional development and/or academic credit?

Yes. In addition, effective July 1, 2014, we will be adding On-the-Job/Embedded professional development and activities that contribute to the professional development as a teacher.

31. What happens to a teacher that is on the top of the salary schedule?

Teachers on the top of the salary schedule do not receive annual incremental step movements.

32. What happens to Instructors that do not hold a degree in a State Approved Teacher Education Program (SATEP)?

Instructors without a degree in a SATEP are not eligible for step movement until they have received a degree from a SATEP and are properly licensed.

33. Will authorized leaves of absences affect a teacher's annual step movement?

Teachers on authorized leaves are eligible for annual step movements provided the leave did not prevent an evaluation from being completed and the teacher met the evaluation criteria.

HEALTH CARE:

34. What amount of Health Benefit Plan premiums will be paid by the Employer?

The Employer will pay 50% of the total premiums plus 50% administrative fees. You will be responsible for 50% of the total premiums plus 50% administrative fees. Annually, the 50% total premiums plus 50% administrative fees will be adjusted in July and converted into a specific dollar amount.

35. Will the 50%/50% split exist for the life of the contract? Yes. Should there be an increase in premiums, the 50%/50% split shall continue.

36. Does that mean that my premium costs for my medical plans could increase during the contract period? Yes. All increases to premium costs will be shared in a 50%/50% split between the Employer and employee.

37. Is the 50%/50% split subject to a re-opener during the contract period?
No

TEACHER PERFORMANCE AND EVALUATION

38. What will the new evaluation process look like?

The Department is developing and testing an evaluation system that will be piloted 2011-2012 and 2012-2013 school years. During the pilot years, any teacher receiving an adverse evaluation under the new evaluation system will be held harmless. This pilot will be based on the work of Charlotte Danielson, but it is unknown at this time whether it will be the model used statewide beginning the 2013 – 2014 school year. (More

about Ms. Danielson can be found at this link:
<http://www.danielsongroup.org/article.aspx?page=charlotte>)

39. Why don't we know what the evaluation instrument will look like when it is rolled out statewide in SY 2013-2014?

The evaluation instrument is not a subject of bargaining under the Hawaii Revised Statutes Chapter 89-9. With PEP-T, and its predecessor PATH, we did not negotiate the instrument but did negotiate its impact on teachers.

40. Will teacher performance-based evaluations be based on student performance?

Though the new evaluation instrument is not a subject of bargaining, HSTA and the State have agreed on the parameters of the instrument. As such, the evaluation rating will be based on teacher practices which may include: completion of meaningful professional development that is applied to practice; structured collaboration with colleagues focused on improving practice and student outcomes, evidence of reflective practices; teacher leadership in the school, district and education community, collaborative projects with institutions of higher education; and positive engagement with students, parents and colleagues.

In addition, the evaluation rating will be on teacher's contributions to student learning and growth. Indicators must consist of multiple measures: statewide assessment and a menu of other student learning objectives that may include teacher created assessments, district/school assessments, student work, teacher defined student objectives for individual student growth.

During the pilot years (2011-2013), the information and data collected shall be used for formative development of the evaluation system. Teachers under the pilot evaluation system shall not be adversely affected by their annual evaluation ratings.

For SY 2012-2013, the evaluation will be based 60% on teacher practices and teacher growth and 40% on teacher's contribution to student learning outcomes.

For SY 2013-2014, the basis for evaluation will be adjusted to 50% on teacher practices indicators and 50% on the teacher's contributions to student learning and growth.

41. Will HSTA be a part of developing the new performance-based evaluation system?

Although the collective bargaining law under Hawaii Revised Statute 89-9(d) excludes HSTA and the Board of Education from negotiating subject matters such as evaluation systems, the new performance-based evaluation system's design, validity, and reliability will be reviewed at least twice a year by a joint committee of DOE, HSTA, and other community entities for improvement.

42. How often will I be evaluated and rated under the new performance-based evaluation system? Will it be every 5 years for tenured teachers like PEP-T?

All teachers will be evaluated and rated annually. A teacher may be rated as highly effective, effective, marginal or unsatisfactory. Tenured teachers rated highly effective or effective will receive an annual step movement.

43. What are the salary increments referred to in item "N"? What if I am rated less than satisfactory for PEP-T during SY2011-2012 and/or SY2012-2013?

The consequences of a less than satisfactory rating PEP-T remains the same. Annual step movements do not begin until SY 2013-2014.

44. What kinds of safeguards are in place for teachers?

- The Department has agreed that the new evaluation system will be aligned with the NEA policy on evaluations.
- Due process protections are in place for improperly conducted evaluations that result in an adverse evaluation. An adverse evaluation must be with proper cause and is subject to the grievance procedure for tenured teachers. Probationary teachers may file a grievance for procedural flaws that result in an adverse evaluation.
- Once the evaluation instrument is put in place statewide, HSTA will be meeting with the Department twice a year to review its design, validity, and reliability.

TEACHER LICENSING:

45. Will teachers be reimbursed for renewal licensing fees paid to HTSB?

Teachers will continue to pay renewal licensing fees to HTSB up to and including SY 2014-2015. There will be no reimbursement of these fees. Effective SY 2014-2015, the Employer will pay HTSB directly.

46. If I pay teacher licensing fees in SY 2013-2014 to HTSB for the five-year license period, will I receive a partial reimbursement for four remaining years that I paid?

No, there will be no reimbursement of these fees. Effective SY 2014-2015, the Employer will pay HTSB directly. Previously paid renewal fees will not be reimbursed by HTSB or the Employer.

47. What are the conditions for the Employer to pay my renewal licensing fees?

Renewal licensing fees will be paid for tenured teachers (at T1 level or higher) provided they received an "effective" or "highly effective" rating.

48. Will the Employer pay for my new license to become a probationary teacher?

No, the contract benefit only applies to renewal for tenured teachers.

49. If my renewal is due in 2018 and I get a marginal or unsatisfactory in 2017, will I have to pay my licensing fee?

Yes, the Employer will not pay the renewal licensing fees for a tenured teacher (T1 level or higher) that does not receive an "effective" or "highly effective." As a result, the teacher will need to pay HTSB directly.

50. What if I receive a marginal or unsatisfactory in one of the school years after the Employer has paid my renewal licensing fees?

There is no contractual provision for a "pay-back" of the renewal licensing fees to the Employer.

51. What happens if the HTSB law is repealed?

In the unlikely event that teacher licensing, the Hawaii Teachers Standards Board, and its accompanying statutes are repealed, HSTA can propose changes to the MOU for license renewal in school year 2017-2018.

ON-THE-JOB / EMBEDDED PROFESSIONAL DEVELOPMENT PROGRAM:

52. What is the Job Embedded Professional Development Program?

The program is intended to recognize participation in school level activities for use as the basis for reclassification including job embedded professional development and activities that contribute to the professional development of a teacher.

53. How will the list of activities be developed?

The DOE and Union shall meet to discuss and develop a list of activities that can be used as a basis for reclassification.

54. Who has final say on what the list of activities will be as a basis for reclassification? The Superintendent.

55. When will the program be established? No later than July 1, 2014

PERSONAL/PROFESSIONAL DEVELOPMENT LEAVE WITH PAY:

56. Will the six (6) days of personal leave days continue to come from sick leave days? Yes, all personal leave days come from your sick leave accumulation.

57. Will teachers continue to receive eighteen (18) days sick leave annually?
Yes

PLANNING AND COLLABORATION DAYS:

58. Will the planning and collaboration days be restored?
Effective July 1, 2011, two (2) Planning and Collaboration days will be converted to student instructional days. Student instructional days will increase from 178 to 180 days.

Effective July 1, 2013, the two (2) Planning and Collaboration days will be restored to the full complement of four P/C days.

HARD-TO-STAFF DIFFERENTIAL:

59. Who will receive the hard-to-staff differentials?
Only licensed teachers in hard-to-staff schools will receive the hard-to-staff differential.

60. What schools are considered hard-to-staff schools?
Schools in the following complexes are considered hard-to-staff schools: Hana, Kea`au, Lana`i, Molokai, Na`alehu/Ka`u/Pahala, Nanakuli, Paho, and Waianae.

61. What is the amount of hard-to-staff differential?

\$1500 for each year of the 6-year contract

62. Is there a possibility for increases in the hard-to-staff differential?

Yes, there is re-opener either in January 2013 or January 2015.

12-MONTH TEACHERS:

63. How is the additional pay calculated for 12-Month Teachers?

The additional pay is calculated by added 20% more pay to 10-Month Teacher salary schedule.

64. Why are 12-Month Teachers required to be on paid status for one (1) of the five (5) working days immediately preceding the holiday or scheduled paid break day?

This has been a preexisting requirement, but was simply moved from the appendix to a new article in the contract.

PROBATIONARY TEACHERS:

65. What are the new probationary requirements in order to attain tenure?

Effective SY 2012-2013, a newly hired teacher holding a current and valid teacher's license shall serve six (6) semesters with an "effective" rating. Under the new evaluation system, "effective" is equivalent to "satisfactory". Upon re-employment, a teacher shall earn T-1 status. T-1 status is equivalent to tenure. Note: The six (6) semester requirement begins July 1, 2012 and the new performance-based evaluation system begins statewide July 1, 2013 (earlier in schools subject to the Zones of Innovation, see Teacher Performance).

66. Are current probationary teachers required to perform six (6) semesters of "effective" ratings?

No, only newly hired teachers effective July 1, 2012. Current probationary teachers shall serve four (4) semesters with "satisfactory" ratings in order to be eligible for tenure.

67. What if a current probationary teacher does not finish his probationary period prior to the implementation of the new performance-based evaluation system?

The teacher will be subject to the new performance-based evaluation system like all teachers, effective July 1, 2013. However, the teacher's probationary period of four (4) semesters will remain the same.

68. Do all current probationary teachers receive the \$2,500 upon reemployment and attaining tenure?

No. Only newly hired teachers beginning July 1, 2013 that successfully complete six (6) semesters with an "effective" rating and attain T-1 status.

STAFF REDUCTION:

69. Why are teachers being allowed to be placed into another DOE school as an unassigned teacher from their recently converted conversion charter school?

The provision allows a tenured teacher to opt out of the conversion charter school and stay within the DOE system. When a DOE school converts to a conversion charter school, the school no longer falls under the DOE. The school falls under an interim local school board pursuant to HRS Section 302B-6. The conversion was not the teacher's choice. However, should the teacher accept a position at the conversion charter school during the charter school transition year, the teacher waives their right to be placed in another DOE school as an unassigned teacher.

Memorandum of Understanding – Race to the Top

70. What is the purpose of the MOU on Race to the Top?

The MOU is to confirm and recognize that the parties will negotiate as soon as possible collective bargaining issues related to Race to the Top Implementation.

71. Who will negotiate matters related to Race to the Top?

The HSTA Negotiations Team, composed of five (5) teachers appointed by the HSTA Negotiations Committee.

72. Will HSTA be negotiating supplemental agreements for schools in the Zones of Innovation?

Yes, HSTA has committed to negotiate as soon as possible matters relating to Race to the Top implementation. Negotiations likely will result in supplemental agreements.

73. Are these supplemental agreements subject to ratification?

No, by law supplement agreements are not subject to ratification.

Memorandum of Understanding – Act 167, 2010 and Act 52, 2011

74. What is the purpose of the MOU on Act 167, 2010 and Act 52, 2011?

During the legislative sessions of 2010 and 2011, the legislature mandated increases in student instructional time. The MOU confirms a commitment by the parties to fulfill the legislative mandates.

75. Does this mean that there may be more instructional time required by teachers?

Yes, more student instructional time could be required as a result of the implementation of Act 167, 2010 and Act 52, 2011. However, the impact on working conditions such as extending the teacher's workday, or additional compensation, are all matters subject to negotiations under the MOU.

76. Why does the MOU contain an agreement to "jointly pursue legislative appropriations necessary for funding?"

When the legislature passed Act 167, 2010 and Act 52, 2011 to increase student instructional time, the legislature did not provide additional funding to implement the mandate. As a result, the parties agreed that additional legislative funding is an important element to achieve the goal of the mandate.

Memorandum of Understanding – SPED Staffing Allocation

77. Why is the SPED Staffing Allocation subject to consult and confer, and not negotiations?

The MOU recognizes the Employer's right to direct its workforce under HRS, 89-9(d) and the Union's right to consultation under HRS, 89-9(c).

Memorandum of Understanding – Subcontracting

78. What is the purpose of the MOU on subcontracting?

The MOU requires that a supplemental agreement be negotiated to set parameters for subcontracting of teachers' duties.

79. What kind of parameters and subcontracting is anticipated?

There are currently issues with virtual schools using less than certificated teachers to handle on-line classes.

Several schools are suggesting that budgetary restraints are removing counselors and VPs or other school personnel are assuming counseling duties. Some schools are also removing librarians and using volunteers or hiring clerks to perform the library duties.

Memorandum of Understanding - FUNDING:

80. What is the purpose of the MOU on funding?

The MOU is intended to confirm and recognize that the 5% reduction in pay and other cost saving measures for fiscal biennium of 2011-2013 were temporary.

The MOU also recognizes that the law requires any and all cost items are subject to legislative appropriation in accordance with HRS Section 89-10, (b) and (c).