

# **SUPPLEMENTAL AGREEMENT**

**BETWEEN THE**



**HAWAI'I STATE  
TEACHERS  
ASSOCIATION**

**HAWAI'I STATE  
TEACHERS ASSOCIATION**

**AND THE**

**HAWAI'I TECHNOLOGY ACADEMY  
(HTA)  
PUBLIC CHARTER SCHOOL**

**July 1, 2025 – June 30, 2027**

## HAWAI'I TECHNOLOGY ACADEMY PCS

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**SUPPLEMENTAL AGREEMENT  
BETWEEN THE  
HAWAI'I STATE TEACHERS ASSOCIATION  
AND THE  
HAWAI'I TECHNOLOGY ACADEMY PUBLIC CHARTER SCHOOL**

**JULY 1, 2025 – JUNE 30, 2027  
(2025-2027 UNIT 5 EXCEPTIONS)**

Pursuant to Hawai'i Revised Statutes, Sections §89-6(e), §89-10.55(c), §302D-12(f), and §302D-25(a), this Supplemental Agreement, hereinafter "Agreement," is entered on this, 1<sup>st</sup> day of July 2025, by and between the Hawai'i State Teachers Association, hereinafter called the "Association," and the Hawai'i Technology Academy Public Charter School Governing Board, hereinafter called the "Employer."

This Agreement has been negotiated between the Employer and the Association to facilitate decentralized decision-making at the school level for the purposes of collective bargaining with respect to Unit 05 employees of the Employer.

This Agreement, along with the Unit 05 Master Agreement shall be the governing document regarding a Unit 05 employee's terms and conditions of employment with the Employer.

The terms and conditions of the Unit 05 Master Agreement with the Association are hereby incorporated by reference into this Agreement, and shall be applicable to all charter school employees in bargaining unit 05.

The terms of the Unit 05 Master Agreement sets forth the standard wages, hours, and other terms and conditions of employment for all charter school employees in the bargaining unit. Said terms of the Unit 05 Master Agreement shall not be diminished or undermined by the charter school. In the event of a conflict between the Unit 05 Master Agreement and any provision of this Agreement, except as modified herein, the Unit 05 Master Agreement shall prevail and shall be enforced by the charter school.

All references to Board of Education (BOE) or Department of Education (DOE) as contained in the Unit 05 Master Agreement shall apply to the Employer, Governing Board and/or Director/Principal for the sole purpose of contract administration. References to the Superintendent or Complex Area Superintendent as contained in the Unit 05 Master Agreement shall be applicable to the Director of the Employer for the sole purpose of contract administration. References to the DOE district offices as a location shall be interpreted as meaning the offices of the Employer.

In addition, the following exceptions to the Unit 05 Master Agreement have been agreed to:

## **ARTICLE I – RECOGNITION**

The parties acknowledge that Hawai'i Technology Academy is neither part of the Department of Education nor is it subject to its administrative policies and procedures (except as provided for in this agreement), which makes prudent the negotiation of this agreement. The Association recognizes for the purpose of collective bargaining the powers and duties of the Governing Board as defined in 302D, Hawai'i Revised Statutes (HRS), namely: "Governing Board" means the independent board of a public charter school that is party to the charter contract with the authorizer that: (1) Is responsible for the financial, organizational, and academic viability of the charter school and implementation of the charter; (2) Possesses the independent authority to determine the organization and management of the school, the curriculum, and the virtual education; (3) Has the power to negotiate supplemental collective bargaining agreements with exclusive representatives of their employees and is considered the Employer of charter school employees for purposes of chapters 76, 78, and 89; and (4) Ensures compliance with applicable state and federal laws.

The Association and the Employer further recognize that through its Charter School Contract the school will continue to be a source of innovation, research and experimentation for Hawai'i's public schools.

Pursuant to certification by the Hawai'i Labor Relations Board in Case Number 1, the Employer recognizes the Association for the purpose of collective bargaining pursuant to the Hawai'i Public Employment Act, as the exclusive representative of a unit consisting of teachers and other personnel of the Department of Education (DOE) under the same salary schedule, pursuant to Section 302D, HRS.

The following are excluded from this Agreement: Part-Time Teachers (as defined by Section 89-6, HRS); Substitute Teachers, Adult Education Teachers except those on annual contract, Summer School Teachers, Summer School Supportive Staff (Counselors, Librarians, etc.); Special Contract Teachers (Consultants, Special Projects, Workshop Teachers, etc.); ROTC Instructors, Driver Training and Educational Instructors, Model Cities Teachers, Public Law (PL) 89-10 Chapter 1 '(not on regular teachers' salary schedule); Language Arts lay Readers; Non-Teacher Athletic Coaches; Home/Hospital Instruction Teachers (as defined by Section 89-6, HRS); Non-Teachers, Non-Athletic Activities Supervisors; Part-Time Advisors, PL 89-10 Chapter 1 (Drop Out Program); Civil Defense Teachers; National Teachers Corps Interns; Student Teachers; Vocational Home Economics Teachers (as defined by Section 89-6, HRS); and Vocational Agriculture Teachers (as defined by Section 89-6, HRS).

It is further understood that references to teachers shall include all bargaining unit members unless specifically noted otherwise.

Teachers who accept a temporary assignment as an Education Officer (EO) for ninety (90) days or more shall be temporarily moved out of the 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 rates may not be possible.

When a teacher is on temporary assignment as an EO for less than ninety (90) days, they 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 HTA 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 II – NON-DISCRIMINATION**

Default to the master agreement.

## **ARTICLE III – NEGOTIATING RULES**

Default to the master agreement.

## **ARTICLE IV – ASSOCIATION RIGHTS**

### **Section A. Employer Information**

The 3<sup>rd</sup> paragraph shall be replaced in its entirety with the following:

The Director/Principal or designee shall prepare a list of informational items which may be given, upon request, to an Association UniServ Director. The list of informational items may be updated periodically.

### **Section B. Association Representative**

Default to the master agreement.

### **Section C. Equipment and Facilities**

Default to the master agreement.

### **Section D. Bulletin Board**

Paragraph D shall be replaced in its entirety with the following:

The Association shall have the exclusive use of the staff bulletin board for each campus or work site, which shall be at least 3 x 4 feet in area. The bulletin board shall be located in the most convenient and reasonable place as mutually determined by the Association school representative and the school administrator. In the event a mutual agreement is not reached, the principal shall make the final determination.

### **Section E. Use of Mail Boxes and Bulletin Boards**

1<sup>st</sup> paragraph – default to master agreement.

2<sup>nd</sup> paragraph – replace in its entirety with the following:

Hawai'i Technology Academy Public Charter School shall have removed from mailboxes (except U.S. mail) and bulletin boards any material that is abusive, libelous, or any material in violation of Standard Practices Regulation #5510 in effect on the execution date of the Agreement.

**Section F. Orientation**

Default to the master agreement.

**Section G. Exclusivity**

Default to the master agreement.

**Section H. Hawai'i Technology Academy Governing Board**

The Association shall have access to the official agenda posted on the school's website at least seven (7) days prior to each regularly scheduled Governing Board meeting.

The Association shall have access to the Governing Board unapproved meeting minutes posted on the school's website at least forty-eight (48) hours prior to the next meeting where the minutes will be approved.

The Association may request items be placed on regular Governing Board meeting agendas in accordance with rules governing the conduct of the meeting. A designee of the Association may speak on any issue before the Governing Board before a vote is taken in accordance with the rules governing the conduct of the meeting.

The Governing Board or its designee(s) shall make every reasonable effort to consult and confer with representatives of the Association prior to effecting changes in any policy or regulation affecting bargaining unit employee relations.

**Section I. School Faculty Handbook**

A copy of the school faculty handbook will be provided to each teacher at Hawai'i Technology Academy School.

A copy of the school faculty handbook, where available, shall be given to the appropriate Association UniServ Director upon request.

Association school representatives at the school will be provided the opportunity to examine the final draft copies of such handbooks prior to their being printed in final form.

**Section J. Association Policy Committee (APC)**

Default to the master agreement.

**Section K. School Faculty Meeting**

Default to the master agreement.

**Section L. Personnel Packet**

Default to the master agreement.

**Section M. Association Building Meeting**

Default to the master agreement.

**Section N. Association Faculty Representative**

This section shall be replaced in its entirety by the following:

The Association will furnish in writing to Hawai'i Technology Academy Public Charter School a list of the authorized faculty representatives where a representative has been appointed and maintain its currency.

**Section O. Association President**

Default to the master agreement.

**ARTICLE V – GRIEVANCE PROCEDURE**

**Section A. Definition**

1<sup>st</sup> paragraph – Replace “local school board” with “governing board.”

2<sup>nd</sup> paragraph – Replace “local school board” with “governing board.”

3<sup>rd</sup> paragraph – Replace “local school board” with “governing board.”

**Section B. Grieving Party**

Default to the master agreement.

**Section C. Time Limits**

Default to the master agreement.

**Section D. Association Representation – Right to Present a Grievance**

The 1<sup>st</sup> paragraph shall be replaced in its entirety by the following:

Upon selection and certification by the Association, Hawai'i Technology Academy Public Charter School shall recognize an Association grievance representative.

2<sup>nd</sup> paragraph: Default to the master agreement.

3<sup>rd</sup> paragraph: Default to the master agreement.

4<sup>th</sup> paragraph: Default to the master agreement.

5<sup>th</sup> paragraph: Amend to replace with the following:

The Association will furnish in writing to the School Director or Administrator a list of authorized Association grievance representative(s) and maintain its currency.

**Section E. Informal Discussion**

Default to the master agreement.

**Section F. Mediation**

Section F shall be replaced in its entirety with the following:

If a claim made by the Association or teacher of a violation, misinterpretation or misapplication of this Agreement has not been satisfactorily resolved at any Step of the grievance procedure, either party may present a written request for mediation to the other party. Upon receipt of the request, the receiving party shall respond in writing to the requesting party within five (5) days of receipt.

- (1) Hawai'i Technology Academy Public Charter School and the Association or teacher must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, the time lines and procedures contained in this Agreement shall be suspended for no more than ten (10) days to accommodate the mediation process.
- (2) Within five (5) days following the agreement by Hawai'i Technology Academy Public Charter School and the Association to mediate the grievance, the respective parties shall appoint a joint mediation team composed of one (1) Innovations Public Charter School representative and one (1) Association representative.
- (3) The parties shall share equally the expenses of the mediation.
- (4) The grievant shall have the right to be present at the mediation session(s).
- (5) The mediators shall have the authority to caucus separately with either party, but shall not have the authority to compel the resolution of a grievance. The mediation process shall be limited to five (5) days from the date of selection, unless both parties mutually agree to extend this limit.
- (6) Proceedings before the mediators shall be informal in nature. There shall be no formal rules of evidence, no transcript or any formal record of the conference(s) or meeting(s). The mediators shall be instructed not to make public any information relating to or arising from the mediation process.
- (7) If no settlement is reached in mediation within the specified time limit, the Association or teacher shall notify Hawai'i Technology Academy Public Charter School of its intent to proceed with the next step of the grievance procedure and the grievance timeline shall be reinstated.
- (8) In the event that a mediated grievance is appealed to the next step or arbitration, there shall be no reference to the fact that a mediation conference was or was not held.

**Section G. Step 1.**

Section G shall be replaced in its entirety with the following:

- (1) If the matter is not settled on an informal basis in a manner satisfactory to the teacher involved, then the teacher or the certified bargaining representative may institute a formal grievance by setting forth in writing on the form set forth in Appendix I, the nature of the complaint, the specific term or provision of the Agreement allegedly violated and the remedy sought.
- (2) The grievance must be presented to the Hawai'i Technology Academy Public Charter School in writing within twenty (20) days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20)

days after the alleged violation first became known or should have become known to the teacher involved.

- (3) The Hawai'i Technology Academy Public Charter School shall hold a meeting within five (5) days of receipt of the grievance, for the purpose of obtaining evidence pertaining to the grievance and for the purpose of attempting to settle the matter. Attendance in the Step 1 meeting shall be limited to all decision makers associated with the grievance, the Association representative, and the grievant; unless otherwise mutually agreed upon. The decision will be in writing and delivered to the grieving party within five (5) days after the meeting.
- (4) If the answer to the grievance in Step 1 meeting is not delivered within five (5) days or does not satisfactorily resolve the matter, then the Association may appeal such decision to arbitration. However, by mutual agreement between the association and the Hawai'i Technology Academy Public Charter School, the Association may appeal a grievance to Step 2.

#### **Section H. Step 2.**

Section H (1) and (2) shall be replaced in its entirety with the following:

- (1) Any grievance involving suspensions, terminations, or class grievances shall be filed with Hawai'i Technology Academy Public Charter School in writing within twenty (20) days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) days after the alleged violation first became known or should have become known to the teacher involved. Hawai'i Technology Academy Public Charter School shall hold a meeting within five (5) days.
- (2) If by mutual agreement by the parties a grievance is appealed from Step 1 of the grievance procedure Hawai'i Technology Academy Public Charter School shall hold a meeting within five (5) days of receipt of the Step 2 grievance.

The Union agrees to the Employer's proposed change to Section H (3) and (4), replacing in its entirety with the following:

- (3) The grievance must be set forth in writing on a form set forth in Appendix I and specifically state which portion of the answer to the grievance in Step 1 is being appealed and the remedy sought.
- (4) The parties shall not have the right to present different allegations than those presented at the Step 1 meeting.
- (5) Hawai'i Technology Academy Public Charter School's answer to the grievance shall be in writing and delivered to the grieving party within five (5) days after the meeting.

#### **Section I. Arbitration**

Default to the master agreement.

**Section J.**

Default to the master agreement.

**Section K.**

Default to the master agreement.

**Section L.**

Default to the master agreement.

**Section M.**

Default to the master agreement.

**Section N.**

Default to the master agreement.

**Section O.**

Default to the master agreement.

**Section P.**

Default to the master agreement.

**Section Q.**

Default to the master agreement.

**ARTICLE VI – TEACHING CONDITIONS AND HOURS**

The following Sections of ARTICLE VI are amended as follows:

**Section A. Class Size Committee**

Section A shall be replaced in its entirety with the following:

In determining the maximum student enrollment for each school year, the Governing Board shall consider the amount of learning center space available for instruction and other necessary student activities. Maximum enrollment shall be based on the number of students that may be accommodated so that the resulting environment is conducive to learning.

The Association and the Employer recognize that the innovative nature of the curriculum at Hawai'i Technology Academy Public Charter School requires unusual work distributions. In determining individual teaching programs, HTA Administration will consult and confer with teachers in conformance with this section.

In the event of unusual, which require deviations from this section, the Association and Governing Board may examine the situation and mutually agree to the exception.

**1. Face-to-Face Instruction at the Learning Center**

The Administrator shall consult with teachers to mutually determine the class distribution for face-to-face instruction. The Learning Center class size ratio for face-to-face instruction will be as follows:

Grades K-5 Optimal Ratio of 18 to 1 and Maximum Ratio of 25 to 1.

Grades 6-12 Optimal Ratio of 18 to 1 and Average Ratio of 25 to 1.

2. Elementary Grades K-5 – Virtual and Distance Learning Program Instruction/ Homeroom

Teachers in Grades K-5 should not be assigned more than twenty-five (25) students on their roster. If an individual teacher's roster exceeds twenty-five (25) students, additional instructional relief should be provided. The affected elementary teachers will have the opportunity to meet and make recommendations regarding the relief provided. Consideration will be given to a teacher with multiple grade level spans with regard to roster maximums.

3. Advisory Middle and High School Grades 6-12

Teachers in Grades 6-12 should not be assigned more than thirty (30) students on their advisory roster. If the 6-12 roster exceeds thirty-two (32) students, additional relief should be provided. The affected secondary teachers will have the opportunity to meet and make recommendations regarding the relief provided. Consideration will be given to teachers with multiple grade level spans with regard to advisory roster maximums.

4. Middle and High School Grades 6-12 Distance Learning Program and Virtual Class Instruction

Teachers in Grades 6-12 should not be assigned more than one hundred (100) students on their synchronous class virtual roster. If the roster exceeds one hundred ten (110) students, additional relief will be provided. The affected secondary teachers will have the opportunity to meet and make recommendations regarding the relief provided.

In addition to Advisory, Middle and High School teachers shall not be assigned to teach more than two (2) subject matter fields (Licensure Area). A third (3<sup>rd</sup>) subject matter field will not be added without teacher consultation and approval/agreement. Middle school teachers (grades 6-8) shall not be assigned more than seven (7) course sections at any one time. Based on the 4x4 block schedule, High School teachers shall not be assigned more than three (3) course sections at any one time. An 8<sup>th</sup> (middle school) or 4<sup>th</sup> section (high school) will not be assigned without teacher consultation and approval/agreement.

If a teacher agrees to take on an 8<sup>th</sup> (middle school) section or 4<sup>th</sup> (high school) section, they shall be provided the following supplemental pay:

- a. For each additional section the teacher shall be provided two-thousand five hundred dollars (\$2,500) per semester.

5. Counseling Staff

A comprehensive school counseling program supports student success and achievement. To ensure optimum counseling services for the students of Hawai'i Technology Academy, full-time counselors should not be assigned more than four-hundred (400) students. Full-time counseling staff shall not be assigned more than five hundred fifty (550) students. If the average full-time counseling roster exceeds five hundred (500) students, additional relief will be provided. The affected counselors will have the opportunity to meet and make recommendations regarding the relief provided. Any half-time counseling positions shall reflect one-half of the respective roster assignments listed above.

**Section B. Lesson Plans**

Default to the master agreement.

**Section C. Sign In**

Default to the master agreement.

**Section D. Work Time**

Section A shall be replaced in its entirety with the following:

1. Regular Work Day

The regular work day shall be defined as the amount of time per day that teachers shall be required to be present at their assigned place of work during such days as determined by the Employer. The regular work day shall consist of seven (7) hours.

2. Flexible Work Time – Regular Work Day

a. Teachers may be required to participate in in-service training, school program planning and assessment, or principal-teacher evaluation conferences beyond the regular work day through the use of a flexible work time schedule.

b. The Employer may modify the regular work day within any scheduled quarterly cycle provided the total number of required work hours in the scheduled quarterly cycle does not exceed seven (7) times (x) the number of working days in the cycle.

c. Administration will notify the teachers of requested attendance at a school- related event fourteen (14) days prior to the event. If a conflict with a personal matter presents itself, the teacher must notify the administrator at least seven (7) days prior to the event.

d. Support staff may be required to work onsite at the Learning Center.

3. Flexible Work Time – Non-Work Days

The Board and Association recognize that teachers may participate in school related 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.

4. Telecommuting

Unless required to be on campus or at remote learning centers for meetings, face-to-face student instruction, or off campus for field trips, teachers may telecommute (work from a remote location) during their seven (7)-hour work day. If the Employer has reason to question the diligence of telecommuting time, an administrative meeting will be called and evidence of concern will be provided, and a growth plan will be created. If a correction does not occur, the employee may be required to report to the learning center for the full seven (7) hours per school day. Twenty-four (24) hour notice will be provided.

**Section E. Consecutive Instructional Time**

Default to the master agreement.

**Section F. Subject Matter and Grade Level**

This section shall not apply.

**Section G. Open Supply Rooms**

Default to the master agreement.

**Section H. Equipment**

Section H shall be replaced in its entirety with the following:

1. The Employer shall provide teachers with a work area and internet access while at the learning center and remote learning locations.
2. The Employer shall provide lockable drawer or lockable closet space to store personal articles at the learning center.
3. The Employer shall provide to each teacher a copy of all texts used in each of the courses they are to teach.
4. The Employer shall provide each teacher necessary computer hardware, software, and equipment to perform their job.
5. An employee shall be reimbursed for the combined monthly cost of high-speed home internet and phone service, not exceeding a total of \$100. This reimbursement is contingent upon submitting proper documentation and adhering to the HTA reimbursement policy for phone and internet, which outlines the eligible expenses and reimbursement procedures.
6. Within budget limitation, the Employer will endeavor to provide basic instructional materials for students.
7. Within budget limitation, the Employer will endeavor to maintain classroom equipment, machinery and tools in proper working order.

**Section I. Parking**

Default to the master agreement.

**Section J. Specifications**

This section shall not apply.

### **Section K. Campus Leave**

Default to the master agreement.

### **Section L. Preparation Equipment**

Default to the master agreement.

### **Section M. Teacher Travel**

Section M shall be replaced in its entirety with the following:

1. Schedules of educators who are assigned to travel for HTA business, including but not limited to working with students, shall be arranged so that no educator shall be required to engage in an unreasonable amount of travel outside of the five-(5)-day school week and regular work hours. Educators who may be required to use their automobiles, motorcycles or motor scooters in performance of their duties and teachers who are assigned to travel for HTA business shall be reimbursed for such travel at the standard mileage rate prescribed by the Internal Revenue Service for the use of automobiles; sixty-three-and-one-half cents (63.5¢) for the use of motorcycles; and nineteen-and-one-half cents (19.5¢) for the use of motor scooters for all driving done between arrival at their first worksite or learning center at the beginning of their work day and departure from their base worksite or learning center at the end of the work day.
2. However, if the distance from the educator's home to their location or from the teacher's last location to their home is greater than the distance between the teacher's home and their base learning center or worksite, they shall be reimbursed for the difference at the prevailing rate. It is assumed that each HTA Educator commutes between home and their worksite or learning center five (5) days per week. Educators required to travel on weekends or outside of the typical work day, will be reimbursed mileage round trip from starting point event location.
3. The administration shall designate each educator's base worksite as follows:
  - a. O'ahu = Milltown Plaza, Waipahu (Middle and High School)  
O'ahu = North Road, 'Ewa Beach (Elementary)  
Kaua'i = Kukui Grove, Lihue  
West Hawai'i = West Hawai'i Today Site, Kona  
Maui = Lipoa Parkway, Kihei  
Lahaina = Kapalua Drive, Lahaina
  - b. Any changes to the list of designated base worksites shall be communicated with HSTA APC and affected employee.
4. Meetings that must occur at the neighbor island remote learning location when a facility is not available, may occur as long as the meeting cannot be held at the main learning center.
5. Except as modified by this Article, Title 3, Chapter 10 of the Hawai'i Administrative Rules, shall remain applicable for the duration of this Agreement.

#### Travel to Other Islands Within the State of Hawai'i

6. When teachers are required to travel on official business to other islands within the State of Hawai'i they shall be provided with a travel allowance of ninety dollars (\$90) 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 ( $\frac{1}{4}$ ) periods measured from midnight. In computing the amount of per diem, the official travel time shall begin ninety (90) minutes before the scheduled flight departure time and shall end upon the teacher's return to their 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. This per diem amount intends to cover meals and sundry items.
7. Airfare, lodging, airport parking, rental cars, and mileage will be reimbursed in full based on double occupancy, economy class airfare, rental cars, and parking. Whenever possible, Administration will pay for airfare, rental cars, and hotels in advance of school required travel.

#### Travel Connected to Authorized Leave

8. When authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

#### Travel Outside the State of Hawai'i

9. When educators are required to travel on official business to areas outside the State of Hawai'i, they will be reimbursed for expenses related to the travel to include but not limited to airfare, hotel, ground transportation, airport parking, mileage, and meals. Travel for HTA business shall not exceed the IRS or US General Services Administration (GSA) per diem rates. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin no later than twenty-four (24) hours prior to the time the teacher is to be at work at the out-of-state destination. The teacher shall be scheduled to arrive at the out-of-state destination (applicable airport) at least ten (10) hours before reporting for duty. The official travel time shall end upon the teacher's return to his home airport. All calculations will be based on Hawaiian Standard Time.

#### Per Diem Processing

10. Whenever possible, educators shall receive advanced per diem for official travel. Educators must make this request at least seventy-two (72) hours in advance of travel. The Employer shall reimburse educators for travel expenses as soon as possible.
11. In order to provide freedom of choice in meal consumption, the teacher shall not have their per diem reduced on the basis of meals included in the conference.

#### **Section N. Substitute Teachers**

Default to the master agreement.

**Section O. Collection of Monies**

Default to the master agreement.

**Section P. Fund Raising**

Default to the master agreement.

**Section Q. Responsibility for Monies Collected**

Section Q shall be replaced in its entirety with the following:

Monies collected for classroom projects, field trips, etc., shall be turned in to the office. A teacher who has adhered to the procedure outlined above shall not be required to keep school monies in his classroom, on their person or at their home overnight.

**Section R. Evaluation of Students/Grading Preparation**

Section R shall be replaced in its entirety with the following:

A teacher's evaluation of a student shall not be changed. In addition to the teacher's evaluation, it is recognized that an administrator may make a separate evaluation of a student. In the event that an administrator makes a separate evaluation of a student, a written explanation forwarded to the teacher of the affected student.

The deadline for submittal of grades shall be as follows:

First Quarter: No earlier than the end of the work day on the fourth student day following the end of the quarter.

Second Quarter: No earlier than end of the first work day in January. In order to facilitate timely submission of grades, teachers shall not be required to provide instruction on the last work day in December. In addition, with the exception of an emergency, mandatory staff meetings shall not occur the last five working days prior to winter break.

Third Quarter: No earlier than the end of the work day on the fourth student day following the end of the quarter.

Fourth quarter: Grades shall be completed by the end of the teachers' last work day.

**Section S. Classroom Interruptions**

Default to the master agreement.

**Section T. Student Medication**

Default to the master agreement.

**Section U. Cleaning and Maintenance of Buildings**

Default to the master agreement.

**Section V. Confidential Information**

Default to the master agreement.

**Section W. Special Services Personnel**

Default to the master agreement.

**Section X. Preparation Periods**

Default to the master agreement, except for #4 Additional Preparation Time, which shall not apply.

**Section Y. Duty Free Lunch Period**

Default to the master agreement.

**Z. Non-Professional Duties**

Default to the master agreement.

**Section AA. School-Related Activities**

Default to the master agreement.

**Section BB. Teacher-in-Charge**

Default to the master agreement.

**Section CC. Work Time Distribution, Weekly Totals Within the 7-Hour Day, 5-Day Week**

Default to the master agreement.

**Section DD. Work Load (Teaching Schedules)**

Default to the master agreement.

**Section EE. Support Personnel (Work Day; Relief Breaks; Time for Work-Related Tasks)**

Section EE. #6 of this section shall not apply.

**Section FF. Teaching Teams**

Default to the master agreement.

**Section GG. Temporary Change of Work Station**

Default to the master agreement.

**Section HH. Special Education**

Section HH Special Education shall be replaced in its entirety with the following:

The parties agree that special education functions and responsibilities remain with the State Education Agency (SEA) in conjunction with agreements between the SEA and the Charter School Commission (CSC), and will respect such agreements.

**Section II. Half-Time Teachers**

Default to the master agreement.

**Section JJ. Probationary Credit and Tenured Teacher**

This section shall be replaced in its entirety with the following:

A tenured teacher is an employee who has successfully completed probation at Hawai'i Technology Academy Public Charter School and who has been appointed on a continuous basis to a position at the school.

Probationary credit cannot be earned until a teacher has completed a State Approved Teacher Education Program and is properly licensed by the Hawai'i Teacher Standards Board.

Teachers, including former DOE-tenured teachers, entering service and/or Instructors entering probationary status, and holding a current and valid license from the Hawai'i Teacher Standards Board will serve a minimum of six (6) semesters as a probationary period. Probationary teachers shall be evaluated through the same process and using the same instruments and measures as other teachers.

All teachers with a National Board Certification Teacher (NBCT) license shall serve a probation of two (2) semesters in order to gain tenure.

Any probationary teacher receiving an unsatisfactory performance rating under the school's teacher evaluation system may be non-renewed or dismissed. Any teacher rated as marginal in under the school's teacher evaluation system shall be given assistance to improve performance. If such teacher does not improve to effective or better in the year immediately following the marginal rating, such teacher may be dismissed. Every probationary teacher must complete at least two consecutive annual overall ratings with a rating of effective or better in order to gain tenure within the six semesters of a probationary period.

Any teacher completing probation and continuing employment with Hawai'i Technology Academy Public Charter School shall receive a one-time incentive in the amount of no less than \$2,500 in the school year following their successful completion of probation, no later than the first pay period following October 1.

## **ARTICLE VII – ASSIGNMENTS AND TRANSFERS**

The following Sections of ARTICLE VII are amended as follows:

### **Section A. Teaching Lines**

Default to the master agreement.

### **Section B. Tentative Master Schedule and Notification of Assignments**

Default to the master agreement.

### **Section C. Assignment/Transfer Selection Criteria**

Default to the master agreement.

### **Section D. Teachers in Specialty Areas**

Default to the master agreement.

### **Section E. Staff Reduction**

Section E Staff Reduction shall be replaced in its entirety with the following:

For the purposes of a staff reduction caused by drop in enrollment, returning leave teachers, and/or other administrative actions requiring teacher positions to be eliminated from the school in the current or subsequent school years, the following procedure shall apply. Teachers shall be ranked by years of service in positions presently reflected by the definition of Bargaining Unit 5. Time as an educational officer shall not be counted toward service time.

The school administrator, at the beginning of the school year, shall generate a seniority listing reflecting service time in the school and, upon request, shall show any member of the bargaining unit where he falls on the list.

In secondary grades, the department to which a teacher is assigned and/or licensed for the assignment shall be designated on the school's seniority list. Teachers shall be ranked in the departments by length of service in the school.

Teachers assigned to distance learning programs shall be ranked alongside other teachers within the respective department (e.g. Elementary, Middle School Subject Matter, High School Subject Matter)

Should a staff reduction be necessary, the teacher with the least number of years of service in the school shall be reduced. Any teacher so reduced, if certified in another area, shall have priority of placement over the least senior teacher in the school.

Should there be a tie in the application of the above procedure, the tied teachers will be ranked by the service time in the school.

Should a tie further continue, the principal shall use a neutral method to break the tie, such as a flip of a coin.

### **Section F. Intraschool Transfers**

Section F Transfers, shall be replaced in its entirety with the following:

#### **1. Transfer Period**

The voluntary transfer period shall be from February 28 to the end of school of each year. A teacher may indicate their preference to teach in another subject area/grade level, if qualified. Teachers may amend their preference form during the voluntary transfer period to apply for transfer for an intra-school assignment to a vacant position.

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

#### **2. Eligible Teachers**

Tenured teachers and probationary teachers that have satisfactorily completed six (6) semesters are eligible to apply for transfer for an intra-school assignment.

**Section G. New Positions**

This section shall not apply.

**Section H. Amendments and/or Modifications to Article VII**

This section shall not apply.

**ARTICLE VIII – TEACHER PERFORMANCE**

**Section A.**

Default to the master agreement.

**Section B. Teacher Performance Evaluation System**

This section shall not apply.

**Section C.**

Default to the master agreement.

**Section D.**

Default to the master agreement.

**Section E.**

Default to the master agreement.

**Section F.**

Default to the master agreement.

**Section G.**

Default to the master agreement.

**Section H.**

Default to the master agreement.

**Section I.**

Default to the master agreement.

**Section J.**

This section shall not apply.

**Section K.**

Default to the master agreement.

**Section L.**

Default to the master agreement.

**Section M.**

Default to the master agreement.

**Section N.**

Default to the master agreement.

**Section O.**

Default to the master agreement.

**Section P.**

Default to the master agreement.

**Section Q. Performance Judge**

This section shall not apply.

**ARTICLE IX – PERSONNEL INFORMATION**

Default to the master agreement.

**ARTICLE X – TEACHER PROTECTION**

Default to the master agreement.

**ARTICLE XI – STUDENT DISCIPLINE**

Default to the master agreement.

**ARTICLE XII – LEAVES**

The following shall be replaced in its entirety with the following:

**Section A. LEAVES WITH PAY**

1. Sick Leave: At the beginning of each school year, a full-time teacher shall be granted eighteen (18) days of sick leave with pay per school year. The Employer shall provide a system to keep track of the use of sick leave by teachers. The Employer shall provide a system to keep track of the use of leave by teachers. Teachers will be provided an annual electronic tally of their leave statement by May 1<sup>st</sup> of each year.

Teachers hired after the start of the school year shall be granted sick leave days in accordance with the following schedule:

**SICK LEAVE TABLE FROM DOE STANDARD PRACTICES  
REGULATION #5404**

Working Days Missed Since the Beginning of the School Year (WDM SBSY)	Number of Sick Leave Days (NSLD)
0 – 17	18
18 – 35	16
36 – 53	14
54 – 62	12
63 – 80	10
81 – 98	9
99 – 116	7
117 – 134	5
135 – 162	3
163 – 171	2
172+	1
ALL DAYS MISSED	0

2. Personal Leave: Up to ten (10) days per school year may be drawn from the eighteen (18) days of sick leave granted at the start of the year. Personal leave may be used for sick, personal, and/or bereavement leave days. Personal leave is for business that can only be transacted during the work day, and no more than five (5) consecutive days at one time. Except for sick leave and emergencies, the teacher shall give at least forty-eight (48) hours advance notice to the school for the use of said leave. The personal leave days may be taken in half-day increments. Personal leave days not used in a given year shall be moved into the teacher’s sick leave bank. Personal Leave shall be granted, provided that the teacher complies with administrative requirements.

Personal leave is not intended to be used to extend vacations, intersessions, and holidays or to avoid attending planning and collaboration days.

3. Bereavement Leave:

One (1) day to attend a funeral of relative not in the immediate family.

Five (5) days for death of teacher’s immediate family relative, in the State of Hawai’i.

Seven (7) days for death of teacher's immediate family relative, outside the State of Hawai'i.

4. Critical Illness of Immediate Family Member: Three (3) days.

#### **Section B. LEAVES WITHOUT PAY**

Leave without pay for child care may be granted to teachers as provided for in Standard Practices Regulation #5401.

Leave without pay for other non-childcare related reasons may be granted to teachers. The nature and procedure for leaves without pay shall be subject to administrative approval.

#### **Section C. ASSOCIATION LEAVE WITHOUT PAY**

Teachers who are officers of the Hawai'i State Teachers Association or are appointed to its staff or elected officers of the National Education Association may be granted a leave of absence for the entire school year and such leave may be extended for one (1) additional school year.

#### **Section D. LEAVE FOR JURY OR WITNESS DUTY**

1. A teacher, if summoned to serve as a witness or juror in any judicial proceedings, except those which may involve or arise out of the teacher's outside employment or personal business, shall be entitled to administrative leave of absence with pay.
2. A teacher who serves as a witness or juror and who receives a fee or mileage allowance shall not suffer the loss of such monies or have it offset against the teacher's salary account.
3. A teacher called to serve as a witness in a case which may involve or arise out of the teacher's outside employment or personal business shall not be entitled to leave of absence with pay as provided in paragraph 1 above, provided the teacher shall be entitled to take a leave of absence with pay or paid personal leave (if available).

#### **Section E. EXTENSION OF LEAVES**

All extension of leaves are at the discretion and approval of the administration.

All leaves without pay may be extended for one (1) semester or one (1) year. Teachers who extend their leaves shall not be guaranteed their former position and shall be assigned to an appropriate position within the school.

Requests to extend leaves shall be received by the Employer at least thirty (30) days prior to the end of the semester or at the appropriate time for submitting a request for leave extension. Although the leaves mentioned above may be extended, none of the leaves may be followed by another leave.

#### **Section F. Political Campaigning Leave**

Section F. shall be replaced in its entirety with the following:

Political Campaigning Leave may be granted for up to an entire school year to teachers for the purpose of campaigning as a candidate for any political office. This leave may not be extended.

### **Section G. Conference Leave With Pay**

Default to the master agreement.

### **Section H. Sabbatical Leave**

Section H. Sabbatical Leave, shall be replaced in its entirety with the following:

The Employer shall grant sabbatical leaves for 24-25 SY, based upon funding availability and meeting the sabbatical criteria outlined by the employer. A sabbatical leave shall be granted at full pay for one (1) semester or half pay for a full year. Other terms and conditions of sabbatical leave shall be in accordance with HRS 302A-14, 30A-15 and 302A-16.

A sabbatical leave cannot be extended. If the requirements for sabbatical leave are not met, the leave will be handled as other leaves without pay.

The employer shall develop a sabbatical selection committee during the 23-24 SY to establish sabbatical leave criteria. The Employer shall meet and confer with the Association to discuss the sabbatical leave selection criteria prior to April 2024. The sabbatical leave selection criteria shall be posted in the school.

A teacher not granted sabbatical leave shall be given, if they request, a written explanation by administration.

A teacher on sabbatical leave shall receive the pay to which they are entitled during the summer break or intersessions.

Items not specifically covered in these provisions or other portions of the Agreement but covered in the Standard Practices and/or letters of understanding between the parties shall remain in full force and effect.

Teachers are required to sign an agreement to return to active service with HTA for a period of not less than two years immediately following the leave. Should the teacher fail to meet all leave requirements, the sabbatical leave will be changed to Leave of Absence Without Pay, the teacher must return all sabbatical payments received while on leave, and all monies shall be refunded to HTA, and costs incurred in the return of such monies shall be borne by the teacher.

### **Section I. Sick Leave for Medical Appointments**

Teachers shall be granted the use of sick leave for illness or medical appointments for an employee or an employee's immediate family member. An immediate family member is defined by the HSTA contract. In addition, sick leave may be taken in hourly increments for purposes of medical appointments. A request for a medical appointment leave shall be granted, provided the services of a substitute teacher, if needed, are secured by the teacher.

## **Section J. Prior Hawai'i Public School Experience**

Teachers with previous Hawai'i Public School experience shall retain:

1. Step and class placement from their previous employment.
2. Accumulated sick and personal days with any Hawai'i Public School shall be accepted by HTA.

## **ARTICLE XIII – ACADEMIC FREEDOM**

Replace Article XIII in the master agreement with the following (this is to supplement not supplant the Master Agreement):

The parties seek to educate young people in the democratic tradition, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, to instill appreciation of the value of individual personality and to foster a recognition of individual freedom and social responsibility. It is recognized that these democratic values can best be transmitted in an atmosphere which is conducive to inquiry and learning and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers and they shall be encouraged to study, investigate, present and interpret objectively facts and ideas concerning man, society and physical and biological work, and other branches of learning subject to established courses of study.

It is acknowledged by the parties that the primary duties and responsibilities of the teachers are to provide for the academic and emotional needs of the students, as well as contribute to the mission of the school to be an innovative educational model, and that the organization of the school and the school day should be directed toward insuring that the energy of the teachers is primarily utilized toward these ends.

Academic freedom shall be aligned with the HTA Charter, School Contract, and the methodology or content of the curriculum as determined by the Governing Board.

## **ARTICLE XIV – PAYROLL DEDUCTIONS**

Default to the master agreement.

## **ARTICLE XV – DEPARTMENT AND GRADE LEVEL CHAIRPERSONS**

### **Section A.**

Default to the master agreement.

### **Section B.**

Default to the master agreement.

### **Section C.**

Replace Section C with the following:

A Department or grade level chair shall coordinate, plan, budget, and assist their department or grade level as follows:

**Essential Duties and Responsibilities:**

1. Demonstrate knowledge of the content area, curriculum platforms for various subject areas, and innovative instructional strategies.
2. Manage the department in a manner that promotes positive and productive relationships between colleagues, students, parents, and the community.
3. Demonstrate a willingness to implement the change necessary to produce efficient and effective systems and increase student achievement.
4. Follow board policies and administrative rules and regulations.
5. Support department members in adherence to essential agreements.

**Additional Duties and Responsibilities:**

1. Select, use, and interpret evaluation data.
2. Be available to parents, students, administration, and colleagues outside the school day when needed.
3. Develop and use community and professional resources.
4. Chair all Professional Learning Community (PLC) department meetings.
5. Serve as a consultant to teachers within their department and to principals statewide.
6. Provide leadership to department committees for new text adoptions, and recommend supplementary materials for their department.
7. Inventory textbooks and equipment as needed by the administration.
8. Be knowledgeable of new trends and developments within their departmental content area, and recommend pilot or experimental programs for consideration.
9. Recommend and/or provide in-service training programs for their department when needed. Attend or facilitate those programs as the leader of the department.
10. Assist new teachers in methodology, technique, materials, or any other function needed to enhance the new teacher's ability to succeed.
11. Provide the leadership for developing curriculum for their department.
12. Lead the effort in working with elementary teachers, middle, and high school departments to coordinate the curriculum throughout the school.
13. Select people for any advisory committees necessary for their department. Make sure that the advisory committees meet when necessary.
14. Complete or assist with all surveys, forms, and state reports that are required of their department by school administrators or the Hawai'i Department of Education Department.

15. Conduct peer observation of colleagues in the department who might need assistance in classroom management, development of lessons, or any other area related to classroom teaching. Conference with the teacher and make constructive recommendations. Peer observations will be kept confidential, not shared with administration, and may not be used for evaluations purposes.
16. Administer the budget and resources if allocated to the department.
17. Make recommendations for master schedule when needed.
18. Attend department chairperson meetings.
19. Support implementation of and compliance with the curriculum that is being taught in the classroom by department members.
20. Work with Campus Directors and counselors to ensure the department runs smoothly.
21. Other tasks deemed appropriate or necessary by the immediate supervisor(s) or Executive Director.
22. Flexibility and patience are required. Must be self-motivated and able to complete job assignments without direct supervision. After-hour work may be required. Must be able to work under stressful conditions.

**Section D.**

Default to the master agreement.

**Section E.**

Default to the master agreement.

**Section F.**

Replace Section F with the following:

The department and grade level chairperson's differential shall be five-thousand five-hundred dollars (\$5,500).

**ARTICLE XVI – WORK YEAR**

Replace Section A and B in the master agreement with the following:

**Section A. WORK YEAR**

The work year for teachers shall be no more than one hundred ninety-three (193) days. Should the Board of Education choose a 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 a one-week fall intersession calendar, the work year for teachers shall begin no earlier than seven (7) working days before the first working day in August.

**Section B. NON-STUDENT DAYS**

The following shall be teacher work days without students:

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) workday without students shall be scheduled between semesters for grading and other teacher-initiated activities.
3. Four (4) workdays shall be converted to the equivalent of twenty-seven (27) hours for use as follows:
  - a. Six (6) hours are used in multiples of one-half (1/2) hour increments at the discretion of the Employer in collaboration with teachers to require teachers to participate in in-service training, school program planning and assessment, or principal-teacher evaluation conferences beyond the regular work day of teachers.
  - b. Twenty-one (21) of the hours are used for job-embedded professional development (PD) are used for job-embedded professional development, including work on school and department strategic priorities. Professional development activities will be differentiated as it relates to individual teacher performance and experience. Three (3) PD credits are available for teachers who complete twenty-one (21) hours of PD, and one and one-half (1.5) PD credits are available for half-time teachers who complete ten and one-half (10.5) hours. Partial credits will be allowed.

The twenty-one hours (21) hours to be used as:

One (1) day shall be added to one (1) work days prior to the beginning of the official DOE school year calendar.

Seven (7) hours shall be completed asynchronously from a flexible menu. HTA administration will supply the flexible menu by the first teacher working day.

Seven (7) hours 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 with two (2) workdays prior notice, and shall be contiguous to the teacher's work day. If the Employer determines that the twenty-one (21) hours or any portion thereof is to be used for in-service training or job-embedded professional development, 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.

4. One (1) day shall be without students at the end of the school year.
5. Teachers shall have one (1) day set aside for Teacher Institute Day.
6. Two days for the purposes of school planning and collaboration.

The Association and the Board of Education believe that standards must be at the center of school improvement efforts and the expectation is that all students will achieve these

standards. In recognition of the necessity for teachers to collaborate with colleagues in order to plan and prepare for the many activities related to standards-based education, including issues related to compliance with state and/or federal mandates, the parties agree that two (2) days in the instructional year shall be converted to non-student days for the purposes of school planning and collaboration.

How the two (2) days will be used and when they will be scheduled shall be determined through an open, democratic and collaborative process between the school's leadership group and the administrator(s). Members of the leadership group as representatives of the faculty shall be responsible for bringing information back to their constituencies for information, consultation and guidance. The collaborative process does not require the consensus of the school's leadership group. If the teachers and the administrators are unable to mutually agree on the use and scheduling of the "school planning/collaboration days," the principal shall decide. The days shall not be used for personally-initiated activities.

**Section C.**

Default to the master agreement.

**Section D.**

Default to the master agreement.

**ARTICLE XVII – 12-MONTH TEACHER COMPENSATION AND SICK/VACATION ACCUMULATION**

Default to the master agreement.

**ARTICLE XVIII – MULTI-TRACK YEAR – ROUND SCHOOLS.**

This article shall not apply.

**ARTICLE XIX - ACADEMIC AND FINANCIAL PLAN /SCHOOL-BASED BUDGETING**

Default to the master agreement.

**ARTICLE XX – SALARIES**

Default to the master agreement for sections A through L.

**Section M. Professional Development**

(1) A combination of Professional Development (PD) credits and/or academic credits approved by the Department may be used to change classification. The credits must be pre-approved by the administrator and started and completed while employed.

(2) Teachers shall earn fifteen (15) PD and/or academic credits to move from one classification to the next classification. Teachers shall receive no more than one reclassification per semester and may be granted up to two (2) reclassifications per school year. The teacher shall serve one semester time-in-class per reclassification.

Reclassification from Class VII to Class VIII

To be eligible for reclassification from Class VII to Class VIII, the following requirements must be met:

- Professional Development (PD) Credits: These must be approved and granted through HTA and not previously used for a prior reclassification. All PD credits (in-house HTA PD, PDE 3, or Learnsoft PD) must be recorded in HTA’s PD system, Honuhub.
- Sheltered Instruction Requirement: Completion of six (6) credits or an approved equivalency in sheltered instruction is required. These credits may have been earned prior to July 1, 2023, provided they were not previously used for reclassification.

**Important Notes:**

- HTA in-house PD credits are non-transferable and will not apply toward reclassification if an employee separates from HTA.

Some programs may offer graduate-level credits for purchase; however, acceptance of these credits upon transfer to another PCS or DOE school is not guaranteed.

(3) Academic credits applied for reclassification should be related to the standards-based instruction aligned to the school’s design plan, and/or directly support Department initiatives. Note: The following are DOE clarifications:

- a. Credits may be either academic credits (semester hours) or professional development (PD) credits offered by the Professional Development Educate, Empower, Learnsoft and Honuhub. ~~Excel (PDE3)~~. Credits designated as “non-PD hours” Learnsoft cannot qualify for reclassification.
- b. Academic credits (semester hours) earned through universities/ colleges shall be applicable for reclassification if they are approved by the administrator.

**Section N. Default to the Master**

**Section O. Default to the Master**

**Section P. Longevity Award**

To recognize teachers for years of service milestones at Hawai’i Technology Academy Public Charter School, Bargaining Unit 05 members shall receive a one-time longevity award at the completion of the following of years of service:

<u>Years of Service</u>	<u>Lump-sum Award</u>
10 years	\$3,000

The calculation would be effective from the start date and paid by August 5<sup>th</sup> of each years of service milestone, as long as the employee is employed at Hawai’i Technology

Academy for the following school year. A school year shall be considered complete upon a teacher completing a minimum of three (3) quarters of the given school year. The bonus will be paid in the June 20<sup>th</sup> check of the teacher's eligible year (10<sup>th</sup> year).

**ARTICLE XXI – HAWAI'I EMPLOYER-UNION HEALTH BENEFITS TRUST FUND**

Default to the master agreement.

**ARTICLE XXII – DRUG AND ALCOHOL TESTING**

The following section shall be replaced in its entirety with the following:

In the event the Employer wishes to pursue drug and alcohol testing, it shall be based on reasonable suspicion. The details of such testing protocols and procedures shall be negotiated with the Association prior to implementation.

**ARTICLE XXIII – NO STRIKE**

Default to the master agreement.

**ARTICLE XXIV – MISCELLANEOUS**

Default to the master agreement.

**ARTICLE XXV – MAINTENANCE OF BENEFITS**

Section A. Default to the master agreement.

Section B. Default to the master agreement.

Section C. This shall not be applicable to the Employer.

**ARTICLE XXVI – RELEASE TIME**

Default to the master agreement.

**ARTICLE XXVII – ENTIRETY CLAUSE**

Default to the master agreement.

**ARTICLE XXVIII – DURATION**

Default to the master agreement.

**EXHIBITS (SALARY EXHIBITS)**

Default to the master agreement.

**ADDENDUM A**

This Addendum A shall not apply.

## **APPENDICES**

### **The following Appendices shall default to the master agreement:**

- Appendix VI – Supplementary Pay – Excluding Department Head supplementary pay.
- Appendix VII – Licensing Fees
- Appendix IX – Extended Emergency School Closures
- Appendix XI – Special Workgroups Career and Technical Education (CTE) & Hawaiian Education, however, Section 2, Career and Technical Education (CTE) Workgroup and Section 3, Hawai'i Education Workgroup shall not apply.

### **The following Appendices shall not be applicable to the Employer:**

- Appendix II – Ad Hoc Committee
- Appendix III – Exceptions to the Agreement
- Appendix V – Expedited Appeals Process
- Appendix VIII – English Learner (EL) Committee
- Appendix X – Leave Workgroup
- Appendix XII – Student Discipline Workgroup
- Appendix XIII – Teacher Transfer Program Workgroup

### **The following attached Appendices shall apply:**

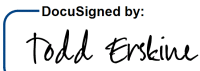
- Appendix I – See amended Grievance Form attached
- Appendix IV – Teacher Evaluation
- Appendix XII – Leave Sharing
- Appendix XIV – Distance Learning

All contract modifications and additions negotiated between the Employer and HSTA, as memorialized in the Supplemental Agreement entered into on July 1, 2025, shall be hereby incorporated.

This Supplemental Agreement shall expire on June 30, 2027.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement this 1<sup>st</sup> day of July 2025.

HAWAI'I TECHNOLOGY ACADEMY  
CHARTER SCHOOL GOVERNING  
BOARD

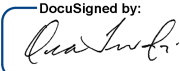
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Governing Board Chair

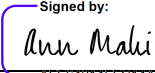
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Executive Director

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ASSOCIATION

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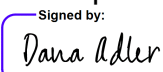
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President

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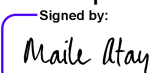
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Executive Director

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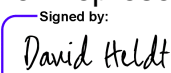
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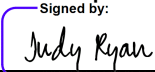
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Maile Atay  
Teacher Representative

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David Heldt  
Teacher Representative

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Judith Ryan  
UniServ Director

**APPENDIX I**

**STEP**

1

2



HAWAI'I STATE TEACHERS ASSOCIATION  
1200 Ala Kapuna Street  
Honolulu, Hawai'i 96819

**GRIEVANCE FORM**

Instructions for Employee: Complete this form. Retain one (1) copy (goldenrod) and submit two (2) copies to Association and three (3) to the appropriate supervisor.

TO: \_\_\_\_\_  
(Appropriate Supervisor)                      Position/School/Office                      (District)

FROM: \_\_\_\_\_  
(Name of Grievant)                      Position                      School/Office

In accordance with Article V, Grievance Procedure of the Agreement between the State of Hawai'i Board of Education and the Hawai'i State Teachers Association, a formal grievance is hereby submitted:

**STATEMENT OF GRIEVANCE:**

Date alleged violation first became known or date(s) of subsequent alleged violation: \_\_\_\_\_

1. Nature of grievance (Briefly state pertinent facts):
  
2. Specific term or provision of the Agreement allegedly violated:
  
3. Complete this section if grievance is filed at Step 2. Specific portion of the prior decision being appealed.

**REMEDY SOUGHT:**

\_\_\_\_\_  
(Signature of Grievant)                      (Date Filed)                      (Receiving Party's Initials)                      (Date Rec'd)

\_\_\_\_\_  
(Signature of Association Grievance Rep/Assoc. Field Representative, if applicable)

## APPENDIX IV

### MEMORANDUM OF UNDERSTANDING BETWEEN HAWAI'I TECHNOLOGY ACADEMY PUBLIC CHARTER SCHOOL AND HAWAI'I STATE TEACHERS ASSOCIATION (TEACHER EVALUATION AND SUPPORT)

WHEREAS,

The intent of the Memorandum of Understanding (MOU) is to:

- Communicate expectations related to the new performance evaluation for teachers;
- Outline the conditions for the HTA's successful implementation of a new performance evaluation system; and,
- Ensure teachers' and their Union representatives' involvement in the continuous improvement of the performance evaluation system through a formal mechanism for collaboration between Association as the exclusive representative of teachers and the Employer.
- The parties recognize and agree that teacher performance is critical to students' growth and development. Therefore, the evaluation of teachers' performance should provide information pertinent to professional improvement that increases teachers' effectiveness in facilitating student learning and growth, so that all students reach their aspirations from early learning through college, career, and citizenship;
- The evaluation shall be implemented in accordance with relevant Hawai'i Revised Statutes, Hawai'i State Board of Education (Board) policies, Bargaining Unit 05 collective bargaining provisions and the Employer's guidelines, procedures and Standard Practices;
- The parties believe that our students and teachers deserve an effective education system which includes a quality performance evaluation system that provides teachers with formative feedback to inform practice and advance student learning;
- The parties agree that the evaluation system and personnel evaluations must be fair, transparent, equitable, and comprehensive. The evaluation system must include orientation, training and supports for evaluation system participants including teachers being evaluated and administrators involved in producing teachers' evaluation rating, and follow up support as required;
- The parties recognize that in the process of education and learning there are factors affecting student achievement that are not within the control of the

teacher to affect; and, that these factors, external to the school and classroom, may have a significant impact on teachers' effectiveness and student achievement;

The Employer and Association agree to the following statement of values, based on the National Association's principles of evaluation:

- The purpose of evaluation is to guide ongoing improvement and support. Specifically, the process of evaluation must provide meaningful and actionable feedback linked to professional development.
- The evaluation process needs to be co-designed with teachers and their Union representatives.
- The evaluation design must include multiple, valid measures based on transparent teaching standards.
- Observations must be conducted by certified evaluators whose work is regularly calibrated.
- Evaluation systems must be adequately funded and staffed, and fully developed and validated.
- Evaluation systems must include adequate training and ongoing support for all teachers on the new systems, before findings are used to make any high stakes employment decisions.
- Teacher input is essential in determining performance and learning outcomes.
- In addition, the Employer and Association recognize that multiple forms and professional development are critical to enhance teacher practice. Professional development has the greatest impact when there is sufficient time for professional learning to be job-embedded as part of an educator's work day.

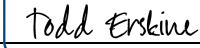
THEREFORE,


The Employer and Association agree that the provisions of this MOU are consistent with the provisions of the Collective Bargaining Agreement, 2023-2027.

In fourth quarter of each school year teachers shall convene to provide input on improvements to the evaluation system for the subsequent school year.

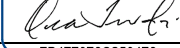
This Memorandum of Understanding may be modified by mutual agreement of the Employer and the Association. This MOU shall expire on June 30, 2027.

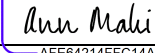
HAWAI'I TECHNOLOGY ACADEMY  
CHARTER SCHOOL GOVERNING  
BOARD


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Governing Board Chair

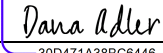
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Executive Director

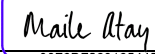
HAWAI'I STATE TEACHERS  
ASSOCIATION

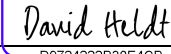
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Osa Tui, Jr.  
President

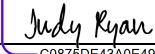
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David Heldt  
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UniServ Director

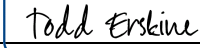
**APPENDIX XIV**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**HAWAI'I TECHNOLOGY ACADEMY PUBLIC CHARTER SCHOOL**  
**AND**  
**HAWAI'I STATE TEACHERS ASSOCIATION**  
**(SHARED LEAVE)**


This Memorandum of Understanding is effective July 1, 2025, by and between the Hawai'i Technology Academy Public Charter School Governing Board ("Employer") and the Hawai'i State Teachers Association ("Association").

The Employer and the Association agree that leave-sharing (i.e., the sharing of sick between employees), may be allowed for serious illness/injury, and maternity or paternity leave, and subject to administrative procedures established by the Employer and Association.

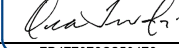
This Memorandum of Understanding shall expire on June 30, 2027.

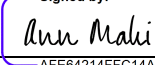
HAWAI'I TECHNOLOGY ACADEMY  
CHARTER SCHOOL GOVERNING  
BOARD

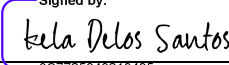
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 Governing Board Chair

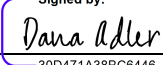
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 Executive Director


HAWAI'I STATE TEACHERS  
ASSOCIATION


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 Osa Tui, Jr.  
 President

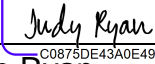
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 Maile Atay  
 Teacher Representative

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 David Heldt  
 Teacher Representative

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 Judith Ryan  
 UniServ Director

**APPENDIX XV**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HAWAI'I TECHNOLOGY ACADEMY PUBLIC CHARTER SCHOOL  
AND  
HAWAI'I STATE TEACHERS ASSOCIATION  
(HTA DISTANCE LEARNING)**

This Memorandum of Understanding is effective July 1, 2025, by and between the Hawai'i State Teachers Association (hereinafter referred to as "HSTA") and Hawai'i Technology Academy Public Charter School (hereinafter referred to as "HTA".)

WHEREAS, the parties desire to provide flexibility to meet the educational need of HTA Students, the HTA will begin to offer a full distance learning program in school year 2022–2023 with a staff of dedicated full-time distance learning program teachers who will:

1. Provide instruction through synchronous virtual classes;
2. Provide experiential learning through college/career readiness and advisory;
3. Virtual place and project-based learning;
4. Engage in community building via:
  - a. monthly face-to-face collaboration;
  - b. virtual student organizations and events;
  - c. regular family/student conferences.

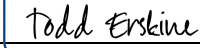
THEREFORE, the parties agree to provide distance learning program teachers the opportunity to gather, debrief and discuss ongoing program improvements via the following:


1. At least once monthly HTA will schedule a Distance Learning Program improvement meeting between the school administration and distance learning program teachers.
  - a. The schedule of meetings shall be announced no later than August 15, 2025 for the (25-26 SY and August 15, 2026 for the (26-27 SY);
  - b. The parties will jointly establish meeting ground rules, best practices, and methods for notetaking;
  - c. The teachers may invite their HSTA representative to be present;
  - d. A meeting may be canceled with the mutual agreement of teachers and administration.

2. Meetings shall include discussion on the following:
  - a. Distance learning program goals and objectives;
  - b. Progress towards goals and objectives;
  - c. Strengths and challenges;
  - d. Things that should be started stopped or continued.

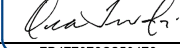
This Memorandum of Understanding shall expire on June 30, 2027.

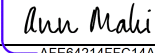
HAWAI'I TECHNOLOGY ACADEMY  
CHARTER SCHOOL GOVERNING  
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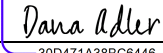
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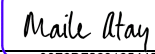
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ASSOCIATION

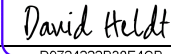
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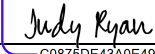
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