

What are you worth? The KSFA salary and benefits proposals

The Salary and Benefits Committee of the Representative Assembly recently presented the conceptual framework of our salary and benefits proposal for the ongoing contract negotiations. For those of you unable to attend that presentation, and as a consequence of the exit survey results at the conclusion of that meeting, I would like to update you on our latest proposals.

Salary

It is essential that our salary schedule be much more competitive if we are to recruit the best possible educators from an increasingly diminishing pool of qualified teachers. Also, it is necessary to recognize the ravages of inflation on the salaries of our current members and compensate for those losses. Therefore, our salary proposal is likely to be composed of the following points:

- Compression of the schedule from 30 steps to 20 steps
- Upward adjustment of salaries to compensate for losses to inflation
- Annual increases in anticipation of continuing inflation
- Recognition that additional educational credits can be as valuable and useful in the classroom as a more advanced degree and to compensate accordingly.

Benefits

Of considerable interest at our presentation were proposed changes in the calculation of retirement pay. Exit survey results also indicated concern for the effects of the spiraling cost of health care on retirees. Consequently, our benefits proposal is likely to contain provisions for:

- Increasing retirement pay
- Improved health care coverage after retirement
- An incentive for participation in a Tax-Sheltered Annuity (403b) program
- Faculty membership on a board to oversee the

retirement fund

Each of these proposals addresses one or more of the most widely supported issues described in a faculty survey taken during the first semester. Our criteria for the formulation of the contents of our proposals were that they must be:

- Consistent with the needs of our members
- Justifiable
- Reasonable
- Fair
- Affordable

Cost

The raises in salaries we are likely to propose will increase salary costs by approximately 13-14% over the next three years. Considering that the salaries of KSFA members currently constitute only about 10% of the total educational budget, we are essentially asking that an additional 1.3 to 1.4% be expended on teacher salaries. Are you worth it? Absolutely!

Larry Mordan, Unit 11/12

Reserve May 17th

for the semiannual KSFA general membership meeting (location TBA). The constitution calls for elections every two years. At this meeting you will vote for a new Representative Assembly.

Is it your turn?

Please consider running for a seat on the Assembly to help fill the vacancies. See the related story on p. 2.

Negotiations: the process

Among the small circle of acquaintances who tolerate me (my friends), I am not known to be infatuated with “process.” You know what I mean by “process:” those feel-good, butcher paper facilitations with hours of divergent input without a single option ruled out, one truly moronic idea rejected, or one itchy bitsy conclusion visible on the horizon. Listening to the romance of the process-worshippers, my eyes roll when I hear them gush “It’s the *process* that counts.” As I witness their world of endless courtship, I wonder if Prince Charming will ever get his kiss or if the joys of the chase (the process) will be his only reward. In my goal-oriented world, something is wrong if Prince Charming is satisfied with just the joys of the chase. Does he really want the girl or not? If not, then the process is just a game where the input is the output. If he does really want the girl, then while it is important that the romancing be passionate and honest, it is also wonderful if it leads to something.

Contract negotiations are also a process where honesty plays a big role in establishing a trusting relationship. But unlike the romance process, neither side is passionate about the chase nor likely to lose sight of the goal. Isn’t life wonderful: a guy like me finally participating in a goal-oriented process? Well, yes and no. It’s going to be fun where both sides share common goals — there are many provisions in the contract which both sides are anxious to correct. But, in those areas where our perspectives differ or where we are allocating limited resources, there are some difficult problems to solve. This is where process really counts. Finding a course of action which leads to the best solution is the purpose of process. That is why both sides have agreed to try Interest Based Bargaining (IBB). Without gushing, the principles of the IBB process I really like are:

- Open sharing of information and differences of opinion.
- Focusing on interest and issues (not positions and personalities).
- Committing to look for options offering mutual gains.
- Committing to evaluate options against objective criteria.

If we can bargain using these principles I think we can build a trusting relationship and a mutually beneficial contract. It’s not going to be easy. I won’t be allowed to pounce on moronic options and others may have difficulty sharing information. It is too early to say where the process will lead or even if we can abide by it, but there is a lot at stake for both sides. KSFA has to show that it can responsibly represent the interest of its members and the administration has to redefine its management style and agree to a contract it can live with. It is an exciting time. We believe we know what our members want and that it is justifiable. We also believe we are negotiating with reasonable people and that our success will be a joint achievement. Wish us luck.

Bill Follmer, Unit 9/10

April 5, 2000

Treasurer’s Report

Previous Balance: \$50,703.18, as reported to the Representative Assembly on Wednesday, March 8, 2000.

Deposits: \$3,520.00

Transfer to Savings: \$27,000 (First Hawaiian Climbing Rate CD)

Current Balance: \$27,223.18

Dues Status

- 89% of the membership have paid full or partial dues (in other words, any dues at all).
- 131 out of 233 members are paid in full. This is 56% of the membership.
- 76 have partially paid dues. This is 33% of the membership.
- Only 26 out 233 members have never paid dues. This is 11% of the membership.

If you are not already doing so, please take advantage of the automatic dues deduction.

The form is on the next page. Save our treasurer some time!

Make KSFA *your* union

The desire to have a legitimate, recognized voice was a primary impetus for the formation of KSFA. Now members of the collective bargaining unit have this voice, as well as a much-needed grievance procedure and other benefits of union representation. In order to enjoy the privileges we teachers have, we need to accept the responsibilities of maintaining them through being active in KSFA.

Certainly, the current officers and representatives have served the teachers well, but this spring their term of office ends. Some are willing to run for reelection; others desire to leave the board at the end of their terms in order to do other things. Any member of the collective bargaining unit is eligible to run for election as a representative. The job is neither difficult nor particularly time-consuming. The KSFA representative assembly meets semimonthly for around two hours per meeting. Representatives need to be available to discuss concerns with members at their unit then to bring those concerns to the representative assembly as is appropriate.

Being a KSFA representative is rewarding and an excellent way to serve the school and to advance our employment conditions here at Kamehameha. Those interested in running for office should see a member of the elections committee: Judy Kramer (KES), Shirley Todd (7/8), Mark Ewald (9/10), and Elizabeth Truesdell (11/12).

Elizabeth Truesdell, Unit 11/12

To make life easier for our treasurer, please sign and send this form to Personnel. Please mention it to your colleagues.

AUTHORIZATION FORM FOR DEDUCTION OF UNION DUES/SERVICE FEE OUT OF WAGES

I, _____, an employee of Kamehameha Schools Bernice Pauahi Bishop Estate (“KSBE”) voluntarily agree to have KSBE take out of my wages regular monthly dues as established by the Kamehameha Schools Faculty Association (“KSFA”) in accordance with its Constitution and Bylaws, or a regular monthly Service Fee not to exceed KSFA’s regular monthly dues for its members as certified to you in writing by KSFA, and to turn over to KSFA any and all such monies on the following conditions:

1. This authorization shall become effective upon the date set forth below and cannot be cancelled for a period of one year from this date or until the termination of the existing collective bargaining agreement between KSBE and KSFA, whichever occurs sooner, unless cancelled sooner as provided in Section 2 below.

2. I agree and direct that this authorization shall be irrevocable for successive periods of one year each, or for the period of each succeeding applicable collective bargaining agreement between KSBE and KSFA, whichever shall be shorter unless:

(a) I cancel this authorization by written notice to KSBE at any time or within ten days after the expiration of any such one year period; or

(b) In the case of the expiration of any applicable collective bargaining agreement between KSBE and KSFA during any such one year period, I cancel this authorization by written notice to KSBE at any time during the period following the expiration of the applicable collective bargaining agreement and ten days after the effective date of any new agreement.

3. This authorization is subject to sufficient wages being available to comply with all other required deductions and existing federal and state laws. This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between KSBE and KSFA. This authorization shall end if my employment with KSBE ends. This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947.

Date: _____ Employee Signature: _____

Mailing Address: _____

SS# _____

Receipt of the foregoing authorization is acknowledged:

Employer _____

A report from your hard-working Grievance Committee

To grieve or not to grieve?

This year we have investigated several possible grievances. We have followed one grievance through Step 2. Union representatives have sat in on a number of meetings between administrators and teachers, taking notes and offering advice. Our biggest challenge continues to be the education of the administration. Old habits and behavior patterns aren't easily changed but at least we now have a contract and some powerful laws on our side.

How do you know when to bite the bullet and when to ask for help from your union? When the administration violates the law, goes against the terms of our contract, or denies an employee his/her rights, you need to seek the help of your union representative.

This has been a year in which we've learned a great deal about what our rights are and how to proceed with grievances. We now have "due process" rights under national law. This means that we have the right to:

- be informed of the charges against us
- confront our accusers
- answer the charges and present evidence
- representation

We are also protected by "just cause" guarantees including

- adequate warning about consequences of conduct
- reasonableness of orders or rules
- a fair investigation before administrative discipline
- fair and evenhanded treatment
- penalties reasonably related to the seriousness of the offense

If you believe you have a grievance, contact your union representative immediately. Often there are opportunities to problem-solve in the early stages of grievances. If we are unable to reach a reasonable solution, we then proceed to Step 1 — the formal filing of grievance papers with your immediate supervisor. If he/she is unable to reach a solution, we proceed to Step 2 — presenting the case to the Contract Compliance Committee. Finally, if there is still no resolution, the KSFA Representative Assembly votes on whether or not to proceed to Step 3 — binding arbitration.

Marilyn Broadbent, Unit 7/8

KSFA REPRESENTATIVE ASSEMBLY

UNIT KES:

Marilyn Broadbent, Judy Cramer, Moana Leong, Diane Tanner-Cazinha and Maryalice Woody

UNIT 7/8:

Marcy Clark, Deane Decastro, Paul Fradale, Rick Heyd and Don Kroessig

UNIT 9/10:

Ruth Canham, Mark Ewald, Bill Follmer, Larry McElheny, Larry Mordan and Brian Riggs

UNIT 11/12:

Roy Alameida, Jan Becket, Tom Chun, Joyce Nielsen, Guy Ontai, Becky Tesch and Elizabeth Truesdell

EXECUTIVE BOARD MEMBERS

— OUR NEGOTIATING TEAM —

- | | | |
|------------------------|----------------------|----------|
| President: | Larry McElheny | 638-8484 |
| Vice President: | Roy Alameida | 599-4434 |
| Treasurer: | Moana Leong | 627-0270 |
| KES Rep: | Diane Tanner-Cazinha | 235-8903 |
| Unit 7/8 Rep: | Rick Heyd | 254-3579 |
| Unit 9/10 Rep: | Bill Follmer | 488-0767 |
| Unit 11/12 Rep: | Becky Tesch | 595-5289 |

Your Weingarten rights

I believe this discussion could lead to my being disciplined. I therefore request that a union representative be present to assist me at this meeting. I further request reasonable time to consult with my union representative regarding the subject and purpose of the meeting. Please consider this a continuing request. Without proper representation, any discussion you require me to participate in from this point on and any statements you may derive therefrom I shall regard as coerced in willful disregard of my rights as set forth by the Supreme Court of the United States. Nor do I consent to any searches or tests affecting my person, property, or effects without first consulting with my union representative.

Why adopt a professional code of conduct?

“Not many of you should presume to be teachers, my brothers (sisters), because you know that we who teach will be judged more strictly.” James 3:1 (NIV).

In Ephesians 4:1-2, Paul urges us to “live a life worthy of the calling you have received. Be completely humble and gentle; be patient, bearing with one another in love.” Continuing, he states in 4:11 that some of us will be called to be “pastors and teachers.” It is interesting that the term “pastor,” a shepherd who tends and cares for his flock, is together with “teacher,” who provides “food” from the Scriptures (teaching). Apparently, a good teacher must also be a good shepherd of his/her charges (in other words, someone who places the students’ best interests first). It is my hope that we all feel that we have been called to become teachers.

As a way to affirm our roles and relationships as teachers, we should seriously contemplate adopting a code of eth-

ics and/or a code of conduct. Very few professions, especially altruistic ones such as ours, lack a code or set of standards. A simple search on the internet reveals many teacher codes of conduct or codes of ethics that have been generated by many different sources (National and State organizations, Teachers Unions, etc.). As professionals, we need to embrace this way of creating some benchmarks to which we can aspire and to which we can hold ourselves accountable. As we reaffirm a collaborative relationship with the administration and other members of the Kamehameha ‘ohana, the adoption of a code may serve as an acknowledgment of our roles and responsibilities to our students and the rest of our ‘ohana.

Please contact Tom Chun (email: tochun@ksbe.edu or call extension 8927) if you are interested in sharing your mana‘o, or write a note to the Representative Assembly. Your input is welcomed and needed. Your voice on this matter will be heard and will make a difference.

Tom Chun, Unit 11/12

The Florida Principles of Professional Conduct for educators

The Florida code, below, is reprinted as a sample, not as a specific proposal.

State Board of Education Rule 6B-1.006, FAC.

(1) The following disciplinary rule shall constitute the Principles of Professional Conduct of the Education Profession in Florida.

(2) Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator’s certificate, or the other penalties as provided by law.

(3) Obligation to the student requires that the individual:

(a) Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student’s mental and/or physical the health and/or safety.

(b) Shall not unreasonably restrain a student from independent action in pursuit of learning.

(c) Shall not unreasonably deny a student access to diverse points of view.

(d) Shall not intentionally suppress or distort subject matter relevant to a student’s academic program.

(e) Shall not intentionally expose a student to unnecessary embarrassment or disparagement.

(f) Shall not intentionally violate or deny a student’s legal rights.

(g) Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or

ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.

(h) Shall not exploit a relationship with a student for personal gain or advantage.

(i) Shall keep in confidence personally identifiable information obtained in the course of professional services, unless disclosure serves professional purposes or is required by law.

(4) Obligation to the public requires the individual:

(a) Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.

(b) Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.

(c) Shall not use institutional privileges for personal gain or advantage.

(d) Shall accept no gratuity, gift, or favor that might influence professional judgement.

(e) Shall offer no gratuity, gift, or favor to obtain special advantages.

(5) Obligation to the profession of education requires that the individual:

(a) Shall maintain honesty in all professional dealings.

(b) Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social

Florida Principles of Professional Conduct (continued from page 5)

and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

(c) Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.

(d) Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.

(e) Shall not make malicious or intentionally false statements about a colleague.

(f) Shall not use coercive means or promise special treatment to influence professional judgement of colleagues.

(g) Shall not misrepresent one's own professional qualifications.

(h) Shall not submit fraudulent information on any document in connection with professional activities.

(i) Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.

(j) Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

(k) Shall provide upon the request of the certificated individual, a written statement of specific reason for recommendations that led to the denial of increments, significant changes in employment, or termination of employment.

(l) Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct of the Education Profession in Florida and other applicable Florida Statutes and State Board of Education Rules.

(m) Shall report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 231.28(1), Florida Statutes.

(n) Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 231.28(1), Florida Statutes.

(o) Shall comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

(p) Shall, as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

The Florida Code of Ethics for educators

The Florida code, below, is reprinted as a sample, not as a specific proposal.

State Board of Education Rule 6B-1.001, FAC

(1) The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

(2) The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgement and integrity.

(3) Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

A note from the National Association of Letter Carriers, your letter carrier's union

Place your nonperishable food donation by your mailbox on Saturday, May 13. Your letter carrier will deliver it to a local community food bank or pantry.

Fourth grade students create a native / Polynesian garden



For many years, KES teachers and staff dreamed of a place where students would have easier access to native Hawaiian plants. A garden of native plants was needed on our campus but it was evident that none of us at KES were experienced enough for such an undertaking. The first attempt at creating a garden at KES was assisted by energetic parents of the class of 2006. Despite an enthusiastic attitude our combined lack of expertise resulted in greater challenges. When Bob Stender and Sam Hata, Senior Director of Facilities and Support Services, learned about our dilemma, they generously offered to hire an expert to help us.

Greg and Terri Lee of Tropical Images and an alumnus of Kamehameha Schools (class of 1984) worked with the fourth grade teachers and students beginning in February 1999, to create a native Hawaiian garden of exceptional beauty. Fourth grade's Hawaiian Studies curriculum includes the study of life in early Hawai'i. Students learn about dispersal and how various native plants

and animals found their way to the islands. We were very fortunate to be given the opportunity to have firsthand experience to develop a garden of native plants on the elementary campus. This is an especially rewarding experience because many of us may never otherwise see these plants. Students learned about the plants they were planting into the garden, their significance, and how to plant them in the soil. Mr. Lee's expertise and sincere aloha for our students helped this project surpass all expectation. Most of all, he helped develop a greater appreciation for our native plants.

If you come to visit our Native Hawaiian garden in the area between Kalama Dining Hall and Kuihelani Building, you will see a host of native plants. The only plant which is not native is the ulu tree. This ulu tree is the only plant which remains from the first garden we started. The tree and lava rock benches were donated by the 1998 4th grade class.

This garden was blessed on May 28, 1999



Continued from page 7

by the combined efforts of all of our Kamehameha kahu: David Ka'upu, Sherman Thompson, Kordell Kekoa, and Suzanne Maurer. Parents and students from the class of 2006 and 2007 were invited to participate in this blessing ceremony.

We have an impressive array of 45 native plants in our garden. These include 'ōhi'a lehua, kupukupu ferns, amu'aki'aki grass, koki'o ke'oke'o (white hibiscus), ma'o hau hele (yellow hibiscus), 'ihi (portulaca), hāpu'u tree ferns, pili grass, kulu'i (shrub with silvery leaves), palapalai ferns, ma'o (native cotton), 'ilima papa, and



fourth graders the opportunity to continue to tend this native garden as well as begin a new project of establishing smaller gardens of Polynesian introduced plants. Behind the parking lot of Kuihelani Building are ipu plants which will soon grow along the chain link fence. 'Ewa of the ipu garden will be native and Polynesian introduced trees such as milo, kamani, kou, naio, and 'iliahi. Below the native garden beside Keku'iapoiwa Building will be another garden with Hawaiian medicinal plants such as 'awa and 'ōlena, as well as mai'a, 'awapuhi, māmaki, and 'ape.

Between Kalanimōkū and Kaiona (7/8 Science building) will be Polynesian introduced plants used for food. These plants include kalo (from Hawai'i and around the world), 'uala, kō, and many others.

You are welcome to come any day and join one of the six fourth grade classes assigned to tend the garden. We have water hoses and weeders. Just bring your own garden gloves, hat, a sense of humor, and a budding love for Hawai'i's own! E hele mai!

Sandi Tuitele and Moana Leong, KES

Mr. Lee's expertise and sincere aloha for our students helped this project surpass all expectation. Most of all, he helped develop a greater appreciation for our native plants.

'ala'alawainui.

Do come and visit, sit on the two lava rock benches and enjoy the peace and serenity of the garden.

The 1999-2000 school year affords our