

**The Impact of Collective Bargaining Legislation on
Charter Schools in Hawai'i:
One State's Story**

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In Hawai'i, one State Board of Education oversees a state-wide educational bureaucracy which controls decisions made in every public school. Legislation, supported both by unions and the public has initiated reform starting with School Community Based Management and progressing to charter schools. However, lack of clarity in both the intent and the language of the legislation has resulted in considerable conflict and has arguably weakened the ability of charter schools to provide alternatives to the existing educational structure. Many charter schools are established by small, lay groups with little or no organizational experience. Among the challenges facing such groups is balancing managerial flexibility/autonomy with public employee protection/unionization. In this study, we examine real and perceived conflicts between Hawai'i charter school and public sector collective bargaining legislation and their consequences in start-up charter schools. The size and character of Hawai'i and its educational establishment permit analysis which can provide important clues in states with larger and more complex systems.

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For the past several decades, states have been continually adjusting education statutes in an effort to respond to growing public dissatisfaction with public education. The phenomenon of charter schools has, in the last decade, emerged as one response in at least 40 states. Labor unions in American education have been, for a number of years, undergoing a transition from 'outsider' to members of the education establishment (American School Board Journal, 1983; Clark, 2001; Geisert, 1984; Haar, 1996,1999; Kirkpatrick, 2000; Strom & Baxter, 2001) and, in those states which permit public sector collective bargaining, teachers unions have in many cases emerged as vocal adversaries to the establishment of charter schools (Cox, 2003, September 17; Klein, 2003, October 26; Maranto, 2003, Winter; RPP International, 1997; School Reform News, 1997, January; Slater, 2002, January 7; Union's cynical power play, 2004, January 7). These states have, perforce, attempted the delicate balancing act between charter school flexibility/autonomy and public employee protection/unionization but with mixed success (Center for Education Reform, 2003).

In states where teachers' unions wield significant political power, their support of, or opposition to, charter schools as vehicles of educational reform can play a crucial role in their success or failure. In this context, charter school legislation is called upon to achieve the multiple goals of improving student performance and increasing community sense of ownership while, at the same time, avoiding opposition from existing educational structures (including both unions and education departments/districts). The clarity and skill with which such legislation is written can play a key role in binding policy talk to implementation (Tyack & Cuban, 1995). In

cases where the belief and feeling of disparate stakeholders can be accommodated, more effective outcomes can be reached (Argyris & Schon, 1974; Dick & Damau, 2000).

In this study, we examine the extent to which recent enabling legislation in Hawai'i has empowered charter schools to achieve educational decentralization in a state with the most centralized educational system in the country. We focus on the role played by formal collective bargaining. Extensive interviews with representatives of key constituent groups were conducted. Content analysis of these data illuminates the importance of clear language and of the anticipation of predictable conflicts between the goals of competing stakeholder groups. We conclude with an assessment of the legislation as written and observations concerning possible modifications.

The Context of Education Reform in Hawai'i

Hawai'i is the only single-district state in the United States (Buchanan, 1998). An elected State Board of Education (BOE) oversees a single educational bureaucracy located in the capitol city of Honolulu which, in turn, controls many major decisions in some 258 schools on seven islands (Buchanan & Fox, 2003, Dotts & Sikkema, 1994). The authority of the School Board derives from the Hawai'i State Constitution which, until 1994, included 'management,' as well as policy-making functions. Until that time, the state Board not only set statewide educational policy but, also, involved itself in such operational details as the appointment of principals, establishment of disciplinary rules and punishments, classroom design, approval of each school calendar, etc. Although a Constitutional amendment, aggressively advocated by the State Legislature, was passed in 1994 which limited the Board to policy-making functions only

(Hawai'i State Constitution, Article X, section 3, am L 1994, c 272, §15 [HB 3657-94] and election Nov 8, 1994), the Board historically has continued to involve itself in decisions which, in many venues, would be considered operational, as well as educational policy. Public sector collective bargaining and civil service rights are also constitutionally guaranteed (Hawai'i State Constitution, Article XIII, section 2, Article XVI, section 1). The significance of these guarantees will emerge later.

Political reality has played as significant a role in Hawai'i educational policymaking as it has in Hawai'i's public sector labor history. Public education is funded through a state budget presented to the state legislature by the governor. The result is that legislation and politics in which state public sector labor unions are deeply involved may actually play more of a role in Hawai'i's education than does the Board of Education.

The establishment of legislatively-mandated charter schools is only the most recent effort to wrest control of public education from the historic centralized system. As far back as 1989, the legislature directed the DOE to design a School Community Based management option for Hawai'i's schools. The DOE responded with voluminous regulations for establishing SCBM schools (Hawai'i State Board of Education, 1989). An SCBM office was established within the Department of Education ostensibly to encourage local involvement but effectively to assure that SCBM councils conformed to DOE norms.

Several conclusions can be reached from the SCBM experiment. First, as conceived by the Department of Education, SCBM was as regulation-bound as, and, indeed, *by*, the school system from which it sought some flexibility. Second, SCBM generated as much disharmony as it did satisfaction (Cotton, 1992; Koki, 1998). Third, the range within which local control was granted

to SCBM schools was profoundly limited by the statewide master labor agreement within which all schools were required to function (Hawai'i State Board of Education, 1989, ¶ 5; Hawai'i State Teachers Association and the State of Hawai'i Board of Education, July 1, 1999 – June 30, 2003). SCBM Councils functioned to advise, not create policy. When issues arose which the unions believe intruded on their rights, they immediately protested to the Department of Education. The effect was that the DOE, itself, acted as an agent of the union in imposing contractual regulations on the schools (Hawai'i State Board of Education, 1989, 1991, §1.3, 1.4, 4.1 { ¶2 }, 4.3, 5.3) rather than as an agent of parents and students.

The legislature's dissatisfaction with the extent to which its original SCBM concept accomplished decentralization led to laws enabling so-called 'student-centered' schools and, finally, to the first of several laws establishing charter schools in Hawai'i. Despite its protestations that charter schools were not the answer to provide educational reform in Hawai'i, the BOE was mandated by the legislation as the only charter school authorizing agent in the state. But, rather than empowering the BOE to conduct genuine reviews of proposed charters which might have assuaged some of the Board's concerns, the initial law provided very narrow basis for any real oversight and, in fact, mandated automatic approval of charter applications within sixty days (Hawai'i Revised Statutes, §302A-1184). The law as it was originally worded was lauded by its advocates as a real effort to devolve control upon the individual charter schools because it specifically exempted these schools from "all applicable state laws except: (1) collective bargaining under Chapter 89 (Hawai'i's public sector collective bargaining law); (2) discriminatory practices under section 378-2, and; (3) health and safety requirements."

Almost from the moment that the charter school law was passed, despite the blanket charter school exemption from all regulation from the BOE and the DOE, the regulation process began.

One of the first acts of the BOE was to establish the pre-condition that no group would be issued a charter unless it could present evidence of prior approval from each of the three labor unions involved and to charge its DOE staff with making sure that this requirement was met. The state DOE reassigned personnel from its SCBM office to oversee and liaise with charter schools. There was now a state charter school office with a charter school Specialist and no fewer than seven support staff members to serve 25 schools. Once the charters were awarded, the principal responsibility of this DOE charter school office was to enforce regulations (primarily financial and personnel) that were identified by the DOE, notwithstanding the exemptions provided in the statute--as 'mandatory'. The DOE insisted that all charter school employees be paid through the state-controlled Financial Management System (FMS) payroll process. Although educational salaries are part of the DOE's budget, fringe benefits for all state employees are paid from a centralized fund which is part of the state's Department of Accounting and General Services (DAGS). Therefore, anyone not paid through the DOE/DAGS system is not entitled to retirement benefits, unemployment compensation, etc. These fringe benefits, estimated at approximately 35% of salaries were essentially 'free' to charter schools whose staffs are paid through the state's FMS. Staff at charter schools which insist on managing their own payrolls must either be compensated an additional 35% or do without these fringe benefits.

Charter schools are free to circumvent the state payroll process by designating their employees as independent contractors but do so at great cost either to their schools or to the staff whom they hire in this fashion. By establishing this process, the DOE created for itself the ability to review all appointments made by 'independent' charter schools to assure that they: (1) meet the unions' salary rules; (2) conform to the unions' ideas of minimum qualifications; and (3) were hired according to the unions' hiring standards. The DOE requires that no charter

school employee be placed on the payroll without prior approval from the appropriate union, regardless of the position of the charter school as employer. Schools are not permitted to pay teachers, principals, or other staff members less *or more* than the established amounts. School directors and principals must meet DOE standards (a Hawai'i state principal's license, for example) or they cannot be appointed. Staff with alternate certification (Montessori, Waldorf, university teaching experience) are not recognized. As a result, the DOE charter school office has become the regulatory channel through which the appointment of every charter school employee in the state must pass. By this single action, the DOE has removed the classic balance between the charter school as employer and unions as representatives of the staff embodied in the charter school legislation's reference to "collective bargaining under Chapter 89" and replaced it with its own concept of school district/union relations.

Public Sector Collective Bargaining in Hawai'i

Public sector collective bargaining has existed in Hawai'i since 1970, when Act 171, Collective Bargaining in Public Employment (Hawai'i Revised Statutes, Chapter 89) became effective. The 13 statewide 'bargaining units' (teachers, educational officers, police officers, university professors, etc.) and 13 statewide 'public employers' defined in the legislation reflect Hawai'i's historic centralization.

Department of Education employees comprise all or part of four bargaining units: teachers, educational officers, 'white collar' workers and so-called 'blue collar' support staff. From the point of view of the schools, 'white collar' workers are primarily administrative assistants and executive secretaries, while 'blue collar' workers are custodial and grounds workers. These latter two groups also contain workers in government units outside the DOE. The public

employer defined in the law for teachers and for principals is a committee composed of representatives from the state governor and the Board of Education. Both for white collar and blue collar workers, the committee contains representatives from the governor and the four county mayors, but no representatives at all from educational establishment. The difference between the 'employer' for teachers and educational officers and the 'employer' for white and blue collar workers can be seen in the significant difference in the approach of the unions representing the first two and that of the unions representing the others when it comes to charter schools.

In addition to such traditional activities as negotiating, contract maintenance, grievances, etc., public sector unions in Hawai'i have active and well-financed political action units. The phenomenon of public sector unions composed of significant blocks of voters pressing their cases simultaneously at the bargaining table and the legislature is particularly pronounced in Hawai'i¹. What education unions failed to accomplish at the bargaining table, they sought, with considerable success, in the halls of the legislature and the office of the governor. Until recently, it was virtually unheard of for a politician, including state Board of Education candidates, to assume office without the financial and logistic support of public sector labor unions (Center for Responsible Politics, 1998; Halas, 2000; Holleran, 1998; Wang, 1982). As an offset to a succession of tight state budgets which precluded the kinds of raises which accompanied public sector collective bargaining in other places, the lobbying activities of the unions were rewarded by the state of Hawai'i relinquishing a variety of 'management rights' resulting in one of the shortest school years in the country (Hawai'i State Teachers Association and the State of Hawai'i Board of Education, July 1, 1999 – June 30, 2003, Article 17; Work Year), a union-dominated Teacher Standards Board (Hawai'i Revised Statutes, §302A-602, Teachers; licenses and

certificates), exclusive control by the principals' union over filling vacant principal positions (Hawai'i Government Employees Association and the Hawai'i State Board of Education; Unit 06 Educational Officers, 1999-2003, Article 11, Appointments) and legal requirements precluding mainland-trained education officers (Hawai'i Revised Statutes, §302A-605, Principals and vice-principals), etc. Labor relations in Hawai'i public education has become intensely political and has been characterized by union involvement in many matters that would be considered management rights in other venues. It was into this environment that the organizing committee of each charter school was thrust even before its charter application was considered.

Charter Schools and Collective Bargaining in Hawai'i

From the start, the charter school law, like the public collective bargaining law, generated strong disagreement and, with it, widely varying views of what it meant. The funding portion of the law placed charter schools in Hawai'i in direct competition with the BOE; the state's sole chartering agency. Further, the BOE believed itself to have been shoved into the middle between the labor unions with which it had to co-exist and the charter schools that it was required to spawn. Subsequent legislation has clarified some of the meaning but at the expense of imposing a growing list of exceptions to the exemptions which were the reason for establishing charter schools in the first place. In the face of an ambiguous law, relationships between charter schools, the DOE and the state deteriorated. Litigation between charter schools and the Board of Education was initiated in several instances. No sooner had a frustrated charter school community discovered that the courts were their only recourse, the legislature, at the urging of the Department of Education added an express prohibition against charter school

lawsuits directed against the state (Hawai'i Revised Statutes, § 302A-1184, New century charter schools; exemptions).

Hawai'i's charter school law as originally written provided charter schools with virtually blanket exemption from all but three classes of regulations: collective bargaining, discriminatory practices, and health and safety requirements. It is reasonable to infer from this that the Hawai'i legislature was committed to freeing charter schools from all but the most basic regulations. Evidence that the legislature was unhappy with the way in which the DOE and the unions interpreted its intentions about collective bargaining in charter schools is further provided in successive legislative modifications to the original law. In the original language, the responsibility of charter schools was simply that they were subject to the public sector collective bargaining law like all other public agencies. Successive legislative 'fine tuning' authorized them to "enter into agreements.....to facilitate decentralized decisionmaking," provided that such agreements could "contain cost and noncost items," "shall be funded from the current allocation or other sources of revenue received by the new century charter school," and "may differ from the master contracts."

In seeking a 'correct' interpretation we are reminded of the parable of the blind men and the elephant (Buddhist Publication Society, 1997), in which a king of the region of Savatthi, asked what the truth is, ordered that all those residents of Savatthi who had been blind from birth be brought together and shown an elephant. To emphasize the subjective nature of 'truth,' some were introduced to the head, some the ear, some the tusk, some the body, etc. When asked what they saw, those introduced to the head replied "a water jar," those introduced to the ear replied "a winnowing basket," those who touched the tusk replied "a plowshare," and so forth. In conclusion, the king is said to have uttered:

*Some recluses and brahmans, so called
 Are deeply attached to their own views;
 People who see one side of things
 Engage in quarrels and disputes.*

This study focuses on collective bargaining as it is applied in Hawai'i's charter school environment. Special care has been taken to examine how different groups interpret: (1) the original reasons for incorporating collective bargaining into the charter school; (2) the actual meaning of the law, itself; (3) their obligations and rights under the law; and (4) the extent to which it has been helpful or harmful in the school reform movement. We conclude with comments on the importance of clarity in statutory language and policy implications of collective bargaining for charter schools.

In the next section, we describe the methodology used to examine the extent to which the understanding of charter school operators, members of the Board of Education (the chartering agency) and staff of the Department of Education in Hawai'i is congruent with that of the original legislator authors of the charter school laws. We present the results and examine more closely the actual wording of the laws to see how much of Hawai'i's experience is the result of the wording of the statutes and intentions of their authors as compared to how much is the result of what people 'think,' or 'have been led to believe,' they actually say.

Methodology

As a relatively small state with unique characteristics, the universe of stakeholders is small. There are only 23 active startup charter schools in Hawai'i. Many members of the single DOE, single BOE, and single Legislature have served throughout the history of Hawai'i's experiences both with school choice and with public sector collective bargaining.

We identified three groups for this study: (1) charter school developers, subdivided into (A) local charter school Board chairs (n = 6), (B) Educational Directors (ED) at charter schools (n = 9), and (C) charter school union teacher-representatives [at those schools which have them] (n = 4); (2) professional union business agents (n = 2); and (3) the legislators and BOE/DOE officials (n = 8). While the 29 individuals studied are only a small portion of educators in the state of Hawai'i, they represent 50% of all the charter schools in Hawai'i, 66% of the state's educational unions, 23% of the members of the state Board of Education, and the chairs of both legislative committees the wrote the charter school legislation. While the overall number of participants is small, this representation provides us with a glimpse into areas of broad agreement and suggests points for future study. We devised slightly different questions for each group but sought to word them in such a way that each group of participants could share 'their' perception of the same parts of the elephant. The questions were designed to elicit the following:

- The individual's role in the process, background and knowledge of the issues involved, and the extent to which he was familiar with Hawai'i's laws relating to charter schools and collective bargaining.
- Specific personal and organizational experiences concerning the relationship of charter school operation and collective bargaining. (When dealing with individual charter schools, we undertook to learn about the actual extent of interactions between the school and each of the three public sector unions.)
- Perceptions concerning the role played in the union-charter school dynamic by the DOE.

- Assessment of the utility of collective bargaining in the Hawai'i charter school context and of the current relationship between charter schools, public sector unions and the DOE. Thoughts about possible changes in the charter school and collective bargaining laws or in the way in which the DOE enters into the process.
- Any other ideas which the interviewee might wish to share.

Interviews of 30-45 minutes duration were arranged in advance and were conducted by both authors either in person or over speaker telephones. Both audio tape recording and interviewers' written notes preserved the responses. In all, we spoke to 29 individuals. Twelve of Hawai'i's 23 startup charters were represented. We spoke to agents from both the teachers' union which is currently engaged with charter schools and the parent union which represents both principals' and white collar workers. As discussed below, the union representing blue collar support staff has steadfastly refused to 'recognize' charter schools and did not participate. In addition, we spoke to DOE personnel responsible for charter schools, the authors of Hawai'i's charter school legislation and the Chair and two members of the state BOE Committee on Charter Schools. A representative of the charter schools section of the US DOE familiar with Hawai'i's experience and a former superintendent of Hawai'i's schools during the initial implementation of the program were also included to provide external perspective. Prior to each interview, a prepared statement approved by the University of Hawai'i's Committee on Human Subjects was read assuring anonymity, setting forth the parameters of the study, and disclosing that the interviews were being tape recorded. In some cases the prospective interviewee requested copies of the questions in advance but most people were content to answer the questions as they came.

Coding of responses was done from the written notes with the audio tapes used to verify accuracy. Responses were inserted into a two-dimensional array, respondents grouped by affinity vs. questions grouped by similarity. Initially, we separately re-ordered responses by tentative themes. These included (1) issues related to each of the three unions, separately, (2)

issues related to the role of the DOE in charter school/union interaction, and (3) recommended changes to the current charter school legislation or public sector collective bargaining legislation. After discussion, a second iteration was conducted with agreement reached on coding categories. Each response was coded separately by each researcher, with any differences resolved on a case-by-case basis.

Results

Experiences with each of the three unions: Hawai'i State Teachers Association-NEA (HSTA) for teachers; Hawai'i Government Employees Association-AFSME (HGEA) unit 06 for educational officers/principals and unit 04 for white collar workers; and United Public Workers-AFSME (UPW) for janitorial/support staff were quite different. First, we separately detail the relationships between charter schools and each public sector union. Then we report the role of the DOE as viewed by the different groups interviewed. Finally, we report changes in the law related to collective bargaining advocated by respondents.

United Public Workers (Blue Collar Workers)

UPW won't speak to charter schools, at all. The union has publicly taken the position that, since civil service is explicitly protected in the state constitution, any effort to insert charter schools into the existing labor/management mix is 'unconstitutional,' but has refused to discuss the matter further. One is left to infer that UPW believes its members are protected by constitutionally-mandated civil service rights and collective bargaining rights from evaluation by

any 'employer' group not specifically provided in the state's collective bargaining law. Hence, the argument goes, UPW need only deal with the state DOE (as provided in the collective bargaining laws) and, if charter schools encounter any problems with this, they should take it up with the DOE; not the union. Charter schools have been left with the option of appointing maintenance staff at the UPW salary scale or hiring them as outside contractors with no fringe benefits. Budgetary considerations make the latter the only viable option for most charter schools.

In the case of UPW, therefore, responses were limited to charter school providers. Most charter school providers report having attempted to contact UPW to find ways of accommodating the needs of their small, alternate schools within the established framework or to obtain recognition and fringe benefits for existing support staff. But UPW has refused to respond. Charter school operators report that "UPW doesn't negotiate, won't change. We can't make any modifications [to the status quo]". From three different charter school operators, we were told that there was "no communication," or "no involvement" or "no contact" with UPW.

Notwithstanding the complete absence of meaningful interaction between charter schools and this union, the DOE insisted on some pro forma evidence of bargaining before it would approve a charter. Statements from charter schools were very similar to one another. One stated, "Our only interaction was that we were required by the Board of Education to sign an MOU [Memorandum of Understanding]." Another charter school responded that "We signed an MOU with UPW because it was required for the DIP [authors' note: In Hawai'i, the charter application is called a Detailed Implementation Plan]." A third indicated that they wouldn't have contacted UPW at all except that "We were told by the DOE that we must use the existing master contract with UPW." A fourth complained that, even when UPW responded to them, there was no real

give and take by stating “The UPW position is that only the current [master] contract is compatible with civil service.”

Charter schools found it difficult or impossible even to obtain copies of the contract to which they had become bound. The extent to which UPW ignored charter schools is reflected in such statements as “We don’t have copies of any contracts,” or “It took four months to get a copy of the contract.” Responses from other charter schools were almost identical. We were told that it took “4-5 months to get UPW contract.” by one charter school and ‘I’ve “never been shown a UPW contract” by another. In summary, charter schools report little or unsatisfactory (from their point of view) involvement with the blue collar support staff union.

Hawai'i Government Employees Association (Educational Officer and White Collar Workers)

Of the 13 bargaining units in Hawai'i, HGEA represents eight. Two of these, educational officers (unit 06) and white collar workers (unit 04) , include employees of the DOE. The relationship between charter schools and HGEA-unit 06, the principal’s union, has taken on a very different character from that described above. HGEA-unit 06 has shown willingness to interact with charter schools although it has made it clear that, having developed as a statewide bargaining agent accustomed to dealing with a single employer and over 250 schools, it is neither equipped nor philosophically inclined to engage in bargaining with 23 tiny start-up charter schools. HGEA has assigned a single union agent to service all start-up and conversion charter schools in addition to other duties. Charter schools do not report the level of belligerence they encounter from UPW but HGEA does not seem very different when it comes to substance. Charter schools report the same frustration when phone calls and letters to the union go unreturned. “HGEA currently ignores us,” says one charter school education director (ED).

“HGEA doesn’t like [some of the things we’re doing] but leaves us alone,” says the lead teacher of another school. “It’s not working with HGEA,” says a representative of a third charter school which has been trying unsuccessfully for more than two years to engage HGEA in collective bargaining. This situation has proven more troublesome than that with the UPW both because of the central role of school director/principals and because many charter schools have sought organizational models which use lead teachers or other non-traditional directorship models.

From the union’s point of view, however, the charter school law requires individual schools to conform to the master contract unless the union is willing to release them. “The law [the charter school law] did not change who is the employee and *who is the employer*. For unit 06, the employer is the Department of Education.” [italics added] says the union. The union continues, “HGEA is concerned with the processes that the Board of Education put into place to guarantee that charter schools talk to the unions. The MOU [linking charters to the master contract] does that.” By this, the union makes clear that it is unwilling to enter *de novo*, into bargaining relationships with individual charter schools without the security of using the master contract as a jumping-off point.

One or two charter schools have attempted to take the collective bargaining law at face value and have formally requested that HGEA enter into contract negotiations toward the end of replacing the master contract for their schools. After some initial discussions with the union, the schools were told that HGEA was unwilling to engage them in collective bargaining under the current law because the Department of Education is the only employer. Although today, almost three years after the first charter school opened, HGEA has not entered into a collective bargaining relationship with any Hawai’i start-up charter school, in one area there is very close interaction. It stems from Article 11 in the master contract (Hawai’i Government Employees

Association and the Hawai'i State Board of Education; Unit 06 Educational Officers, 1999-2003, Article 11, Appointments) which grants preference to existing principals and specifies the process (Office of Personnel Services, 1988) whereby the DOE fills vacant positions and allows for temporary one year assignments. The net effect of these three requirements is that charter schools *which are willing to follow the master contract* have been forced to go through a complex, centralized recruitment procedure at the end of which almost all candidates have been found to be unqualified. Charter schools which have asserted that these provisions do not apply to them under the exemption clause of the charter school law and further have asserted their right to make appointments under the blanket exemption in the charter school law are told by the union that such appointments are void and by the Department of Education that DOE rules preclude the appointment of any charter school educational officer without union approval.

Charter schools have been left with the option of appointing education officers outside the normal personnel system as a result of which they receive no retirement and fringe benefits or of spending months or sometimes years trying to get their choices through the system. At this writing, only two or three of the 23 start-up charter school “directors” are certified principals entitled to full appointment rights. Instead, one charter school skirts the issue by stating “Our educational director is on a service contract. He is not paid through the [payroll] system.” Another, which abandoned efforts to get HGEA to agree to modifications of the master contract says “HGEA currently ignores us.” A third charter school reports “HGEA has not participated in the process.” Other charter schools report “We have been caught in the middle between the union and the state DOE office. Communications get lost,” or “We were bounced back and forth between the DOE and HGEA.” Several charter school Board presidents said that, as a result, their educational director position was left unclear and resulting lines of responsibility and

authority within the school were not working well. We have “No ED contract; ED authority is unclear,” said one president, while another stated “Administrative definition is in dispute. Authority of ED is unclear.” Almost without exception, charter school developers cited the difficulty of getting educational directors on the payroll as the single biggest problem with collective bargaining.

When asked to characterize their experiences with the HGEA, one said “Two issues: posting of the ED position and negotiating ED contract.” Another charter school president said “HGEA position is that the ED should be certified. We are awaiting HGEA response.” Additional responses included “Our ED is not yet in the system because not recognized by HGEA,” and “A lot has to do with what you call the ED position. HGEA makes you pick from a list but we are specialized; not just anyone” and “Principal is still not on the payroll after 6 months...[even though] we followed their posting and hiring process.”

HGEA also represents white collar school employees in another bargaining unit 04, which covers administrative assistant/secretaries, called School Administrative Services Assistants (SASA). Notwithstanding the major difference in the nature of the positions of Principal and SASA, charter schools had identical experiences with HGEA-unit 06 and HGEA-unit 04 in attempting to get a SASA certified for work. We were told that “For the first year, the SASA was on a service contract, rather than through the DOE payroll, because the collective bargaining process was too laborious” by one charter school operator. Another said “The SASA had to go through many hoops to be hired. It took one and a half years before they were qualified.” From a third, we learned that “A SASA III position was supported by HGEA but took over a year. It was an obstacle course.” Even when the school was willing to exceed the contractual requirements of the contract, they were rejected. One school director reported that

“We had difficulty with the SASA position...lower pay than the charter school was willing to pay.... couldn't find a SASA to qualify.”

In sum, HGEA insisted that the charter school law gave them a statutory role in the charter schools but, instead of entering into a collective bargaining relationship that would have allowed charter schools at least an equal voice in the process, assumed, with the tacit approval of the DOE which assigned to itself the authority of overseeing all payroll, essentially the role of gatekeeper to make sure that the only principals and SASAs employed by the charters had the identical credentials as those in the traditional schools from which the charters had fled.

Hawai'i State Teachers Association (Teachers)

Relations between charter schools and HSTA, the teachers' union, have been the most complex and have progressed the farthest. At this writing, three agreements have been reached between HSTA and start-up charter schools; in most cases starting with the state master agreement and agreeing to modifications. Like HGEA, HSTA's interpretation of the law is that all employee/employer relations default to the master agreement unless there is mutual agreement on a variance. From the very beginning, HSTA took the public position that, as long as charter schools acquiesced to being bound by the master agreement unless there was union agreement to the contrary, everyone was on the same side. This took the form initially of workshops on collective bargaining conducted by HSTA both for teachers and for charter school developers. The union advocated interest, rather than positional, bargaining. In this process (Fisher & Ury, 1981), both sides seek to identify and accommodate non-conflicting interests, rather than articulate intractable positions. Possible differences between management and labor concerns were minimized, with HSTA offering help to all interested groups. “We got plenty of

help from HSTA...the workshop,” reported one HSTA teacher rep in a charter school. “HSTA has been helpful...the Honokaa meeting [workshop],” said an ED from another charter school who is, incidentally, a member of HSTA. Others, however, have been reluctant to accept the union as the defining source of information about collective bargaining. One outside charter school expert, after having attended a presentation made by the HSTA describing what they characterize as *the* interpretation of collective bargaining in Hawai'i charter schools, came away saying that collective bargaining in Hawai'i charter schools “is highly confused and detrimental to autonomy.” It is fair to note that the DOE, supposedly responsible for helping to make the law work, has taken no assertive role in making collective bargaining work.

Whatever impact the accuracy, or neutrality, of the information disseminated in these workshops might have had, it is undeniable that they have instigated in several Hawai'i charter schools the only real efforts at modifying the existing master agreements to meet the unique needs of charter schools. “We are developing a substantial re-write [of the master HSTA contract] with our teachers,” says one charter school ED. We’ve developed a “new contract with an altered school day [and changes in] assessment. We’re in preliminary discussions with HSTA,” said the ED of another school. “We’re waiting for our teachers to submit something [but we know that] they are working on it,” said the local school board (LSB) president of a third. “We will develop a teacher evaluating procedure on our own...lengthen class time...negotiate different salaries.” “When our teachers are ready, they will submit to the LSB *and we will agree* but they’re still working on it” [italics added]. Several schools report receiving a ‘template’ from HSTA suggesting which articles in the master agreement should be left alone and which are most open to change. The picture is one of a relationship between charter schools and HSTA based on the recognition that both sides agree that very small and

underfunded charter schools will need some of the master agreement either modified or removed entirely. For instance, the elaborate notice and timeline requirements which govern reduction-in-force in a statewide system will hardly work in a charter school with ten faculty members. Additionally peer assessment in a charter school looks very different from administrative assessment in a 2,000 student high school.

Still, the extent to which this promise has been realized seems to vary from respondent to respondent. The relationship between charter school teachers and HSTA is unclear. Our “teachers created an MOU, but HSTA rejected it” said one charter school director. Another complained that his school “LSB sent a letter to [our] teachers last year....no response....people don’t know what the contract says.” Teachers, many of whom have been long time HSTA members during their DOE days, were used to communicating with their union. One said, for instance, “We [teachers] were told [by HSTA] to write our own contract....no dealing with the LSB.” But, on several occasions, HSTA rejected requests for assistance from its members in charter schools. One teacher complained, “We were told, ‘we can’t help you.’ [there is a] conflict of interest because the union would be involved on both sides.” A charter school president reported that “HSTA’s bottom line was that anything is okay as long as we don’t give away rights. That would lead to problems [between HSTA and] the DOE.” “[HSTA] circled things in our draft that they didn’t agree with. It seems that HSTA was reluctant to permit charter schools and their teachers to agree to anything which might put its bargaining relationship with the DOE in jeopardy. There were simply too few charter school teachers for HSTA to be willing to risk breaking ranks with the master agreement.

Hawai'i State Department of Education

Although the primary focus of this study is the school/union relationships evolving from the wording of Hawai'i's collective bargaining law and charter school law, the role played by the Department of Education in this already highly centralized environment was judged too central to be omitted. Accordingly, we asked respondents to tell us about the role of the DOE in their experiences.

There was almost universal unhappiness among the schools with the DOE charter school office. Most often cited were lack of clear, written guidelines and the same kind of lack of response and communication encountered from the unions. A litany of critical comments from charter school operators included such phrases as "...unclear guidelines...", "not clear...still struggling...good faith effort...", "rules keep changing...we are the last ones to find out..." Other charter school operators complained of "no communication...", and "no report mechanism...[the specialist] never says a word...need clear communication..." and "it is a 50-50 chance if the DOE office will even talk to us..." Despite the fact that the law explicitly required the Board of Education to provide support for charter schools, the schools complained that there was "no technical support...everything is made up on the spot..." and expressed the belief that "the lack of support violates the law...we need policies in place..." Terms like, "not positive role," "only roadblocks and hurdles," "charter school office has been a huge obstacle" abound. Even when the office managed to move the paper, charter schools were unhappy with the results. Comments such as "mismanagement," "DOE blunders," "amorphous mass," "DOE process is impossible," "doesn't understand innovation," "overall hindering" paint an ugly picture. One federal expert characterizes the DOE as "ambivalent; lost in a bureaucracy...doesn't have the skills and tools."

Changes in the Law

Our final group of questions concerned proposed modifications in the charter school law particularly as it relates to collective bargaining that, in the opinion of the respondents, would increase flexibility and the ability of the schools to innovate. We specifically asked about Hawai'i's charter school law and the public sector collective bargaining law to which it refers explicitly. Within this context, the proposed changes fell into three categories: modifying the charter school law to liberate charter schools from collective bargaining, modifying the collective bargaining law to clarify the definition of the charter school LSB as the employer, or leaving both laws alone but doing something to change the behaviors of the participants in the way that they seek to implement both laws.

Those seeking to remove the imposition of collective bargaining emphasized choice and flexibility as inherent to the charter school concept. One charter school director urged the legislature to "...set the charters free..." while another pleaded that there "...should be room for choice..." Other charter school operators asserted that "...charter schools need flexibility and autonomy..." and that "...collective bargaining doesn't make sense for small start-up schools..." In the words of one charter school operator, the state should "...amend so that the union doesn't have absolute veto power..." But some were cautious, saying "...eliminating collective bargaining might have an advantage but it could backfire..."

Those who feel that charter schools could coexist with collective bargaining if the roles were better defined fell on both sides of the table. One local union teacher-rep said, "I have proposed to HSTA that we become a local. I bargain now but have no authority [from the union.]" Another asked for, "...greater clarity regarding collective bargaining." Yet another said, "...not clear who is required to bargain with whom...confused legal structure..." A professional union agent said, "charter schools are not ready to organize LSBs as employers under Chapter 89."

Charter school LSB chairs supported a more explicit role as the employer. One wanted the state to "...recognize the charter school as the employer...." Another wanted the law re-written to force the unions to "...accept a role for charter schools in Chapter 89...clarify...." One director suggested that the collective bargaining law be modified to "...create a separate charter school teachers union and [charter school] educational directors union..." Charter school educational directors sounded much like their LSB colleagues. The complaint, "...[they have left] no room for the LSB in DOE/Union bargaining...." would be addressed if the state would "...change Chapter 89...remove reference to the BOE/DOE to make room for LSBs...." One charter school director expressed the sympathies of several others who prefer a less adversarial relationship when he said "...[it would be] better to allow teachers and the LSB to share values and not be adversaries..."

A number of people felt that the existing laws would be workable if attitudes and behaviors changed. Comments like "...if charter schools are autonomous, [we] need people to get their fingers out of the pie...." and "...DOE has not met its mandate to support [by providing technical assistance for bargaining] requirement...." reflected a widespread feeling that the 'natural' community of interest between charter schools and the DOE was not being realized. Common complaints included "...need legal advice from DOE...." "...zero-base the union contracts...contracts accrete...." and the belief that charter schools could "concentrate on the [educational] program; not personnel...." if there were "... more collaboration between DOE and charters..."

Discussion

One can choose a variety of criteria with which to assess Hawai'i's inclusion of collective bargaining in its charter school law. In the almost three years since start-up charter schools have been operating in Hawai'i, no agreements have been reached with two of the three unions. The few agreements which have been reached are with the teachers union and arguably are only modifications of the statewide master contract. Objective data on comparative charter school student performance within the state will await the mandatory fourth-year reviews which will be completed within the next year. But the responses from charter school operators suggest a high level of frustration and the belief that collective bargaining considerations drain effort from basic educational goals. The role assumed by the DOE in the collective bargaining relationship between individual charter schools and unions is universally criticized. It does not require an absolute assessment of the validity of these comments to recognize their universality within Hawai'i's charter school community.

To determine whether this situation is the result of weakness in the wording of Hawai'i's statute, lack of adequate preparation and training for the parties, or if collective bargaining is inherently antithetical to the charter school movement, examination of specific language of the statute can be instructive to anyone in any state concerned with charter schools as an educational alternative.

The two legislative authors of the charter school law remember or interpret the law differently from one another. One asserts that "we held hearings around the state ...principals, parents, looking for best practices," while the other says "the challenge was that we did it in a vacuum...didn't engage the BOE/DOE so the system was against us." Both, however, agreed

that “SCBM was not working well enough....we wanted to take SCBM to a new level.” “We wanted to allow difference....decrease school-level frustration...[create the] ULTIMATE WAIVER.” The legislators agreed that a key reason for not exempting charter schools from collective bargaining was the belief that, without its inclusion, union opposition would have killed any chance for approval of a charter school bill.

A key difference in their perceptions, on which the legislation is silent, is what was supposed to happen in the event that agreements were not reached between individual charter schools and the unions. One legislator said, “We meant to exempt everything but procurement....there was the opportunity to negotiate one school at a time... innovate... have a better chance of negotiating with the LSB than with the governor.” The other introduced the concept of the ‘default.’ “ HGEA and HSTA...If LSB wants to deviate from master agreement, had to negotiate.” Absent negotiation and agreement with the union, so this ‘default’ concept goes, the charter school is bound by the master agreement between the unions and the DOE. This is a critical point. Assuming that the ‘default’ concept rules, if a charter school doesn’t like a provision in the master contract, the only way out is to obtain ‘agreement’ from the union. Consider the implications. Absent agreement from the union, a school based on Waldorf pedagogy, for instance, couldn’t give preference to Waldorf-trained teachers because the master contract doesn’t allow it. Similarly, charter schools whose budgets force a reduction-in-force would have to fulfill all of the requirements of the statewide reduction-in-force agreement designed for a system with a budget that exceeds one billion dollars. And, if it is bound by the master agreement over which it has no control, each charter school is potentially liable for state-negotiated pay raises regardless of its individual budget or educational priorities.

An item of critical importance to the principal's union is the master contract requirement that all 'qualified' educational officers in the DOE be given *preference* if they apply to a charter school. This default interpretation leaves each charter school with a choice between being bound by a master contract in the creation of which it played no role, whatsoever, or compromising itself into any alternate contract to which it can get a union to agree.

Two different legislators who were the co-authors of Hawai'i's charter school legislation say, "this is what we meant," but they say different things. What do the laws say? The exemptions according to the most recent version of Hawai'i charter school law (Hawai'i Revised Statutes, §302A-1184, 2003) are:

Schools designated as new century charter schools shall be exempt from all applicable state laws, except those regarding:

- (1) Collective bargaining under chapter 89, provided that:
 - (A). The exclusive representatives defined in chapter 89 may enter into agreements that contain cost and noncost items to facilitate decentralized decisionmaking;
 - (B) The exclusive representatives and the local school board of the new century charter school may enter into agreements that contain cost and noncost items;
 - (C) The agreements shall be funded from the current allocation or other sources of revenue received by the new century charter school; and
 - (D) These agreements may differ from the master contracts;
- (2) Discriminatory practices under section 378-2; and
- (3) Health and safety requirements.

New century charter schools shall be exempt from the state procurement code.....

In addition, notwithstanding any law to the contrary, as public schools and entities of the state, new century charter public charter schools shall not bring suit against any other entity or agency of the State of Hawai'i.

This statute clearly indicates that, with three exceptions, charter schools are “exempt from all applicable state laws.” The references to Chapter 89 require only that charter school Local School Boards must assume the responsibilities set forth in the collective bargaining statute for any public ‘employer’ with the possible exception of part (1)(C) which says that charter schools, rather than the state, bear the burden of paying for their agreements. It also asserts that the local school board may enter into agreements with the unions on cost and noncost items and negotiate contracts that differ from the master agreement. Nothing in the charter school law provides any statutory basis for the DOE to involve itself in the collective bargaining relationship between charter schools and the unions. The process whereby a charter school and a union would reach an agreement is explained in the collective bargaining law.

Hawai'i's public sector collective bargaining law has been the subject of extensive study (Pendleton & Najita, 1972; Pendleton, 1974; Seidman, 1973; Tinning, 1989). Written 30 years ago, this law has not been modified to reflect the existence of charter schools or the possible consequences of reference to it in the charter school statute. The statute contains 27 separate sections which include:

1. “Appropriate bargaining unit” means the unit designated to be appropriate for the purpose of collective bargaining pursuant to section 89-6 (§89-2, HRS).

(5) Teachers and other personnel of the *department of education* under the same pay schedule.... (§89-6[a], HRS) [italics added]

(6) Educational officers and other personnel of the *department of education* under the same pay schedule (§89-6[a], HRS) [italics added].

2. “Employer” or “public employer” means.....the *board of education* in the case of the *department of education* (§89-2, HRS) (italics added).

For the purpose of negotiating a collective bargaining agreement, the public employer of an appropriate bargaining unit shall mean the governor together with the following employers:

.... For bargaining units (5) and (6), the governor shall have three votes, the board of education shall have two votes, and the superintendent of education shall have one vote (§89-6[d], HRS).

It would seem that there are only a limited number of ways of interpreting the language. The most obvious is that the charter school law arguably created a new class of public employer; the LSB, which, by implication, assumes the rights and responsibilities set forth in the collective bargaining law for its charter school employees who are not “personnel of the department of education.” The common practice of modifying pre-existing laws to accommodate newer legislation would, in effect, be nothing more than an editorial change in the collective bargaining law. Operating under such an assumption, one turns to the remaining portions of the collective bargaining law to find the rights and responsibilities of charter school LSBs as public employers.

The employer or the exclusive representative *desiring to initiate negotiations* shall notify the other part in writing, the nature of the business to be discussed, sufficiently far in advance of the meeting (§89-9[b], HRS) [italics added].

The employer and the exclusive representative shall meet at reasonable time [...and...] negotiate in good faith.*but such obligation does not compel either party to agree to an proposal or make a concession* (§89-9[a], HRS) [italics added].

Unions which have failed to notify the charter school LSB in writing of their desire to initiate negotiations, simply have *no contract at all* unless a previous agreement between the parties provides some basis for extension or for a successor agreement. In cases where bargaining has been initiated, the law “does not compel either party to agree to a proposal or to make a concession” so the obligation to bargain in good faith carries with it no obligation to reach agreement. It would seem clear that any obligation or authority which the DOE has regarding

charter school-union relationships is confined to ascertaining whether or not a collective bargaining *relationship* (not a collective bargaining *agreement*) exists between the parties.

The collective bargaining law also provides specific remedies in circumstances where it is alleged that the rights of one of the parties under this law have been violated.

§89-5 Hawai'i labor relations board. (a) There is created a Hawai'i labor relations board to ensure that collective bargaining is conducted in accordance with this chapter and that the merit principle under section 76-1 is maintained...

.....(i) In addition to the powers and functions provided in other sections of this chapter, the board shall:

- (1) Establish procedures for, investigate, and resolve, any dispute concerning the designation of an appropriate bargaining unit and the application of section 89-6 to specific employees and positions;
- (2) Establish procedures for, resolve disputes with respect to, and supervise the conduct of, elections for the determination of employee representation;
- (3) Resolve controversies under this chapter;
- (4) Conduct proceedings on complaints of prohibited practices by employers, employees, and employee organizations and take such actions with respect thereto as it deems necessary and proper; (§89-5, HRS)

The Labor Board, not the DOE, is the agency empowered by the statute to insert itself into the bipartite relationship between an individual charter school and an individual union. No role, whatsoever, is assigned to the DOE to adjudicate disputes between charter schools and unions. And the law establishes no interrelationship between different public employers that would permit one employer (the DOE) to include language in its agreement with the unions that would bind another employer (charter school LSBs). It would be as if the Fire Department entered into a contract with the Hawai'i Association of Fire Fighters which contained language binding on the Police Department or the State of Hawai'i Organization of Police Officers. The 'default'

concept described above can be found nowhere in either the collective bargaining law or the charter school law.

The requirement that charter schools must conform to the master contract cannot comfortably co-exist with the explicit statement that neither party is obligated to agree to a proposal or make a concession. This language originally was taken directly from the National Labor Relations Act [Chapter 7 {of 29 US Code}, Sec. 158 {Sec. 8,d}] by the drafters of Hawai'i's Chapter 89.

A rather dubious alternate interpretation could be that the legislature's failure to modify the collective bargaining law to reflect the new reality of charter schools means that there is no such thing as a charter school employee; teachers and educational officers working in charter schools enjoy all the rights and are subject to all the obligations of DOE employees working in any of the traditional DOE schools.

Responses from charter schools indicate that one of the most vexing intrusions of collective bargaining into their everyday operation is their inability to hire educational directors who have background and experience suitable to the specific charter school and their inability to place such individuals into payroll categories consistent with their budgets. With no start-up charter school having an agreement which limits these management rights, the heart of the difficulty is that the DOE has assumed (1) the right to require that all regular payroll must be processed through its system and (2) the obligation to prevent the insertion of a prospective charter school employee into that system unless it is in conformance to the agreements the *DOE* has with *its* labor unions. Charter schools have attempted to invoke the exemption portion of the charter school law to prevent the former and the classification section of the collective bargaining law to prevent the

latter. That classification section says, “Excluded from the subjects of negotiations are matters of classification....” (§89-9[d], HRS).

The classification and the determination of minimum qualifications for “Charter School Educational Directors” as a new class of educational officer would appear to lie clearly within the purview of the LSB as a public employer and to be excluded as a subject of negotiations.

Conclusions

As currently practiced in Hawai'i, public sector collective bargaining has generated little gains for charter school employees to offset its discouraging effect on education reform. Indeed, evidence suggests that it has proven to be a vehicle for the imposition of exactly the types of limitations from which charter schools were designed to be exempt. But collective bargaining and education reform don't need to be inherently in conflict. Indeed, if one adopts the view initially articulated by Albert Shanker in which a fundamental goal of school reform is to empower teachers to teach by liberating them from bureaucratic regulations, then the two could be partners (Kirkpatrick, 1997).

Certainly, by sheer volume HSTA represents the largest group of educational employees both in charter schools and in the DOE. Of the three unions involved, they are the only one which deals exclusively with education personnel. The comments received suggest that HSTA has taken a proactive role in exploring alternatives to the master contract. However, these comments

also suggest that HSTA has not resolved the (real or perceived) internal conflict brought about by representing both DOE and charter school teachers.

In Hawai'i, the difficulties seem to have come from two sources. One is the failure of the legislature to adopt precise language which would have anticipated the problems associated with reconciling two laws written thirty years apart. The second is the failure of educational reformers to anticipate the extent to which entrenched bureaucracies will fight to maintain their control.

Both the charter school and collective bargaining laws might benefit from language modifications which accommodate the existence of both laws. Leaving them for diverse, often conflicting, groups to interpret is a recipe for failure. If the legislature really believes in education reform, it will need to rationalize the language in both statutes. To be sure, that process is likely to engender exactly the opposition from labor unions and others which the imposition of collective bargaining on charter schools was designed to avoid. But the situation is different from the time in which Hawai'i original charter school law was written. Charter schools are a political fact of life. It is unlikely that any segment of the community could cause them to disappear. Second, the question doesn't have to be 'unions or no unions.' The data suggest that a middle ground, in which charter schools are required to engage in collective bargaining but are empowered to act as their own units might more effectively address the issues raised by the respondents..

Of course, equal unity of purpose might be achieved by changing the wording of the laws to strengthen the influence of unions and collective bargaining in Hawai'i charter schools. Many states require that charter schools in a given district conform to the district collective bargaining

agreement and it would take relatively little change in the wording of Hawai'i's laws to bring about a similar situation, if that is what is desired.

We conclude that no legislation can be so specific as to preclude willful misinterpretation. Before tackling the problem of wording, Hawai'i needs to enforce the wording which already exists. In particular, the DOE must be removed from the role to which it has assigned itself. A first step would be to remove the DOE as the channel through which state funds flow to charter schools. It is through this means that the DOE has managed to require that charter schools use their FMS payroll system and, thereby, to conform to DOE rules concerning union roles in employment. A second step would be to require that the DOE restructure its charter school office from one of oversight to one of technical assistance. We can find no legislative authorization for any of the requirements imposed by the DOE on the relationships between charter schools and unions. Without the DOE's self-appointed role, the unions would have no choice but to deal with individual charter schools or find themselves marginalized.

We do not believe that such a change would require new legislation. Legal precedent in Hawai'i assigns great weight to the formal opinions of its attorney general who, as an appointed member of the cabinet, reflects strongly the views of the state's Governor. If, as we conclude, many of the difficulties which have been described can be attributed to the interpretation of existing laws by bureaucrats who are neither attorneys nor legislators, then the offices of the attorney general and the Governor can have significant influence over those interpretations. Certainly, they can have significant influence over the body politic. Until 2002, the Executive in Hawai'i, elected largely with the help of public sector unions, showed no interest in exploring this alternate avenue.

Recently, with the election of Hawai'i's first Republican Governor since statehood, in the face of strong political opposition from all but a few of the state's public sector unions, supporters of school reform and charter schools have found a formidable ally (Borreca, 2002; Hiller, 2003; Lingle, 2003). Hawai'i Governor Linda Lingle, in her first State of the State speech (2003), says "As currently structured, the public school system offers virtually no choice to parents. It's a one-size-fits-all structure that has long outlived its value.....The best way to provide meaningful choice within the DOE is allowing more charter schools, and then nurturing them. The current DOE attitude toward charter schools is benign neglect at best and antagonistic at worst."

We observe that this new administration can be expected both to lobby the legislature for improvement in Hawai'i educational reform legislation and to direct her cabinet to find additional non-legislative ways of bringing about greater reform. Such reform is both necessary and justified.

Endnotes

¹ Hawai'i's commitment to public sector collective bargaining (even to the point of guaranteeing such rights in its state constitution) has not brought with it a particularly tranquil relationship between the state and its employees. In 2002, Hawai'i had the dubious distinction of becoming the only state in U.S. history to suffer a simultaneous strike of all public educators, kindergarten through graduate school, when both the teachers and the university professors simultaneously left their classrooms (Associated Press, 2001abc; Blair, 2001 April 18; Delisio, 2001; KITV, 2001; Song 2001)

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