




STATE OF HAWAII
DEPARTMENT OF EDUCATION

P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

August 18, 2022

TO: The Honorable Bruce D. Voss
Chairperson, Board of Education

FROM: Keith T. Hayashi
Superintendent 

SUBJECT: **Board Action on Memorandum of Understanding Between State of Hawaii Board of Education and Hawaii State Teachers Association (Additional Professional Development Hours for School Year 2022-2023)**

1. EXECUTIVE SUMMARY

The Hawaii State Department of Education (Department) seeks the approval of the Hawaii State Board of Education (Board) for the Memorandum of Understanding (MOU) with the Hawaii State Teachers Association (HSTA) for Bargaining Unit 05 (BU05) for School Year (SY) 2022-2023 attached as Exhibit A. This agreement provides for an additional 21 hours of job-embedded professional development (PD) for BU05 members.

2. RECOMMENDATION

The Department recommends that the Board approve the MOU between the Board and the HSTA.

3. RECOMMENDED EFFECTIVE DATE

The effective date for 10-month teachers is the first day teachers report to school for SY 2022-2023.

The effective date for 12-month teachers is July 1, 2022.

4. DISCUSSION

a. Conditions leading to the recommendation:

Pursuant to the 2019-2021 Supplemental Agreement between the HSTA and the Board, 21 hours of job-embedded PD were provided to members of BU05 for SY 2019-2020 and 2020-2021.

On June 3, 2021, the Department notified the Board of the non-renewal of the MOU, providing teachers with an additional 21 hours of PD effective July 1, 2019. The Department emphasized the importance of teachers receiving 21 hours of PD each year, but the requisite funding for this agreement was not provided due to the negative effects of the COVID-19 pandemic on the state economy. The Department further explained that should appropriate funding become available in the future; the parties will work together to reinstate the 21 hours of PD.

The 2022 Legislature, with the approval of the Governor, provided the Department with the funding necessary to reinstate this important development tool for teachers. Therefore, the 21 hours of PD will again be available to teachers for the current SY 2022-2023.

During the November 18, 2021 General Business Meeting, the Board authorized Board Member Bill Arakaki to act on its behalf on negotiations with BU05. The Department has included Board Member Bill Arakaki in discussions related to this MOU and thanks him for his efforts in re-securing an agreement with the HSTA.

b. Previous action of the Board and Committee(s) on the same or similar matter:

The 21 hours of job-embedded PD was previously included as an appendix in the negotiated BU05 collective bargaining agreement.

c. Other policies affected:

None.

d. Arguments in support of the recommendation:

Approval of this MOU will again provide the Department with an additional tool for recruiting and retaining quality teachers for Hawaii's public schools.

The 21 hours will provide additional PD time for teachers and school administrators to meet and address specific needs relevant to their school.

The Hawaii State Legislature provided the Department with the funding necessary to implement the MOU for SY 2022-2023.

e. Arguments against the recommendation:

None.

f. Other agencies or departments of the State of Hawaii involved in the action:

The Director of the State of Hawaii Department of Human Resources and Development Office of Collective Bargaining serves as the Chief Negotiator on behalf of the State of Hawaii.

The Director participated in the discussions regarding the additional 21 hours of job-embedded PD and also approved the MOU on the Governor's behalf.

g. Possible reaction of the public, professional organizations, unions, DOE staff, and/or others to the recommendations:

The HSTA is in support of this proposal. It reinstates the valuable PD time and additional salary that their members had prior to the COVID-19 pandemic.

h. Educational implication:

The additional PD hours allow teachers to further develop their skills as educators, ultimately providing a more robust educational experience for students in the classroom.

i. Personnel implications:

This will help to ensure the Department's teachers have the much needed PD time to best address student needs at the school.

j. Facilities implications:

None.

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k. Financial implications:

Funding for the 21 hours of PD in the amount of \$12,000,000.00 for BU05 members has been provided by the legislature and is included in the Department's budgeted salary projections.

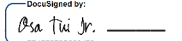
5. OTHER SUPPLEMENTARY RECOMMENDATIONS


None.

KTH:sb
Attachment

c: Office of Talent Management

Tentative Agreement

Union  _____

Union  _____

Employer  _____

Employer  _____

Date 7/22/2022 14:52 Fri HAST

**MEMORANDUM OF
UNDERSTANDING BETWEEN
STATE OF HAWAII BOARD
OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(ADDITIONAL PROFESSIONAL DEVELOPMENT HOURS
FOR SCHOOL YEAR 2022-2023)**

This Memorandum of Understanding is effective as of July 1, 2022, by and between the State of Hawaii, Board of Education and the Hawaii State Teachers Association.

WHEREAS, the Board and the Association acknowledge the importance of assuring that every school has dedicated time over the course of the school year to hold job-embedded professional development on the Department of Education’s core strategic priorities. Job-embedded professional development is critical, and oftentimes more effective than stand-alone training sessions.

WHEREAS, the parties further acknowledge that in order to find time for the job-embedded professional development (PD), a combination of additional teacher work days/hours and repurposing of existing professional development days/hours is necessary, which will provide schools with time spread across the school year to enable teams of teachers to collaborate and learn. As such, every school will have dedicated time throughout the teachers’ work year for teachers to participate in job-embedded professional development. This time will be used for educators to work and learn together on strategic priorities of the Board and Department.

WHEREAS, the parties further acknowledge that the job-embedded professional development will provide multiple benefits, including, but not limited to:

- Teachers are fully trained and consistently supported on the priorities of the Department
- The use of training and learning time is systematized by creating a formal structure
- Teachers are not pulled from classes for training
- Costs are reduced due to less demand of substitute teachers
- State and complex area professional development efforts become more focused

NOW THEREFORE, the parties agree to the following:

EXHIBIT A

HSTA and State of Hawaii
Unit 05

Tentative Agreement

Union *Bria Tui Jr.*

Union *Wilbert Holck*

Employer *Roger S. Wanda*

Employer *Leidie Haganaki*

Date 7/22/2022 | 4:32 PM HAST

1. For school year 2022-2023, twenty-one (21) additional hours, contiguous to the teacher’s work day and without students shall be added as follows:

a. For use in multiples of not less than one (1) hour increments at the discretion of the Employer to require teachers to participate in job-embedded professional development that extends the work day of teachers. The focus of these twenty-

one (21) hours will be for educators to work and learn together on strategic priorities of the Board and Department.

The school based (or where appropriate complex area or state office based) professional development will be based upon the Academic Plan of the school, including the comprehensive needs assessment and relevant data, which align to the state initiatives of the Department of Education’s Strategic Plan (or appropriate goals/plans of complex areas or state offices), consistent with the provisions of this MOU.

It is essential to provide differentiation in the types and uses of job-embedded professional development as it relates to individual teacher performance and experience. To facilitate this differentiation, the Department of Education will create a chart for use by administrators to identify professional development based on school needs that will facilitate the continuous improvement of teacher performance. The chart will include the priority strategies, the specifics of the PD content, its purpose, the hours allocated, and reflect differentiation based upon teacher EES rating and tenure status (i.e., probationary, Code 5, Code W). PD content does not need to encompass all 6 priorities, and should be based upon the school’s Academic Plan, Comprehensive Needs Assessment, and data (or appropriate goals/plans of complex areas and state offices).

How the twenty-one (21) hours will be used and when they will be scheduled shall be determined through an open, democratic and collaborative process between the school’s leadership group (or complex area or state office team) and the administrator(s). Members of the leadership group as representatives of the faculty shall be responsible for bringing information back to their constituencies for information, consultation and guidance. The collaborative process does not require the consensus of the school’s leadership group (or complex area or state office team). If the teachers and the administrators are

EXHIBIT A

HSTA and State of Hawaii

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Tentative Agreement

Union DocuSigned by: *Bria Tui Jr.*Union DocuSigned by: *Wilbert Holck*Employer DocuSigned by: *Ryder S. Wada*Employer DocuSigned by: *Kathie Nagasaki*Date 7/22/2022 | 4:32 PM HAST

unable to mutually agree on the use and scheduling of the twenty-one (21) hours the principal (or complex area or state office supervisor) shall decide.

The principal (or complex area or state office supervisor) shall make the final recommendation to the complex area superintendent (or assistant superintendent) for review and approval. Comments from the leadership group, if any, shall be included with the final recommendation should there not be mutual agreement.

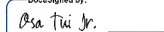
Note: The school based professional development in accordance with this MOU is separate and apart from the individual teacher professional development plan pursuant Appendix IV, paragraph 5e. of the 2021-2023 Agreement and is not part of the twenty-one (21) hours.


- b. Although teachers shall be compensated for three, 7 hour days (21 hours total), because the twenty-one (21) hours are contiguous to the teacher's work day, there is no increase in the number of days that the teacher must report to work during the school year.
 - c. In accordance with Article XX, Salaries, paragraph I, the Department will provide Professional Development (PD) credits for select activities that focus on those areas set forth in paragraph 1.a. above and conducted during these twenty-one (21) additional hours. Three PD credits are available for teachers who complete twenty-one (21) hours of PD, and 1.5 PD credits are available for half-time teachers who complete 10.5 hours. Partial credits will not be allowed.
 - d. Teachers must make up any missed hours of PD to earn the PD credits. Principals are not required to provide repeat training; however, the teacher and the principal should work to identify opportunities to complete the required twenty-one (21) hours. Make up hours for missed PD shall be completed by the end of the appropriate school year. Similar efforts may be made for those who begin work later in the school year or who are on extended paid leaves of absence.
 - e. In no event shall the workday extend beyond 4:30 pm and proper notification (at least one week's notice) shall be given when scheduling for job-embedded professional development.
2. School Administrators, in consultation with the teachers and other members of the school community, will have the flexibility to determine whether additional time

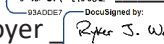
EXHIBIT A


HSTA and State of Hawaii
Unit 05

Tentative Agreement

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Union  _____
DocuSigned by: Wilbert Holck 93ADDE79EA004BF...

Employer  _____
DocuSigned by: Ryker J. Wada A2972EE8603E4BA...

Employer  _____
DocuSigned by: Keith Hayashi 9729462472074D9...

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Compensation associated with the additional twenty-one (21) hours of professional development time shall not continue beyond June 30, 2023, and in conjunction with the termination of the compensation for the twenty-one (21) hours of professional development time, teachers shall be placed on the same class and step on the appropriate salary schedule, which reflects the teacher's annual rate salary that does not reflect compensation for the additional twenty-one (21) hours (see Exhibits B and BB, unshaded-white rows).

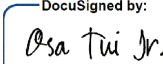
If any conflict exists between the terms of this Memorandum and the 2021-2023 Agreement, the provisions of this Memorandum shall control.

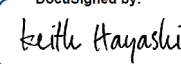
This Memorandum of Understanding shall expire on June 30, 2023.

STATE OF HAWAII

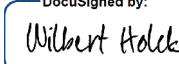
HAWAII STATE TEACHERS ASSOCIATION

By: _____
Bruce D. Voss
Chairperson, Board of Education

By:  _____
Osa Tui, Jr.
President



Keith T. Hayashi
Superintendent, Dept. of Education



Wilbert Holck
Executive Director



Ryker J. Wada
Chief Negotiator, Office of Collective Bargaining Director, Department of Human Resources Development