


**STATE OF HAWAII
DEPARTMENT OF EDUCATION
KA 'OIHANA HO'ONA'AUAO
P.O. BOX 2360
HONOLULU, HAWAII 96804**

OFFICE OF THE SUPERINTENDENT

May 4, 2023

TO: The Honorable Kaimana Barcarse
Chairperson, Human Resources Committee

FROM: Keith T. Hayashi
Superintendent 

SUBJECT: **Committee Action on Recommendations Concerning Bargaining Unit 5
Tentative Agreement, HSTA Successor Agreement for Contract Period
July 1, 2023 to June 30, 2027**

1. EXECUTIVE SUMMARY

- A tentative agreement for the contract period from July 1, 2023 to June 30, 2027 was reached between the State of Hawaii and the Hawaii State Teachers Association (HSTA) on April 14, 2023.
- HSTA overwhelmingly ratified the four-year contract on April 26, 2023.
- The Hawaii State Department of Education (Department) is seeking the Hawaii State Board of Education's (Board) approval of the tentative agreement for Bargaining Unit 05 (BU05).
- The Department is also requesting that the Board Chairperson be given the authority to execute the final agreement, including all related Memorandums of Understanding.

2. RECOMMENDATION

The Department recommends that the Board approve the tentative BU05 successor agreement for the contract period of July 1, 2023 to June 30, 2027 and grant Board Chairperson Bruce Voss the authority to execute the final BU05 collective bargaining agreement and related Memorandums of Understanding at the appropriate time.

3. RECOMMENDED EFFECTIVE DATE

The new BU05 contract will be effective July 1, 2023.

4. RECOMMENDED COMPLIANCE DATE (if different from the effective date)

Same as above. July 1, 2023 is the start of the new fiscal year.

5. DISCUSSION

a. Conditions leading to the recommendation:

Pursuant to [Hawaii Revised Statutes, Section 89-6\(d\)\(3\)](#), for the purpose of negotiating a collective bargaining agreement, the public employer (Employer) of Bargaining Unit 05 (BU05) shall mean the Governor, the Board, and the Superintendent of Education. Any decision made by the Employer shall be on the basis of simple majority. In determining the majority, the Governor shall have three votes, the Board shall have two votes, and the Superintendent of education shall have one vote.

The Employer engaged in good faith, meaningful discussions with HSTA to formulate the tentative Successor Agreement for Contract Period July 1, 2023 to June 30, 2027. Board Member Bill Arakaki participated on behalf of the Board and provided important input on the proposals that were deliberated and agreed to.

The Department provided the Board with updates on the progress of the negotiations in executive session during the March 2, 2023 and April 6, 2023 Special Meetings and the April 20, 2023 General Business Meeting.

On April 14, 2023, a tentative agreement was reached between the Employer and HSTA (Attachments 1-27). Governor Green and I voted in favor of the agreement.

On April 26, 2023, HSTA ratified the agreement with 92% of the nearly 7,000 BU05 ballots cast in favor of the new contract.

With the authority to execute the finalized collective bargaining agreement and the related Memorandums of Understanding, Chairperson Voss will sign the agreement as the Board's representative. Other signatories include Governor Green, the State Chief Negotiator, HSTA leadership and representatives, and myself. Upon execution, the contract will be effective on July 1, 2023 for a period of four years.

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

The Board has previously approved BU05 tentative successor collective bargaining agreements with the most recent being the agreement for the contract period of July 1, 2021 to June 30, 2023 during the June 3, 2021 Special Meeting:

June 3, 2021 memo to then-Board Chairperson Catherine Payne:

https://boe.hawaii.gov/Meetings/Notices/Meeting%20Material%20Library/Special_06032021_Board%20Action%20on%20BU%205%20TA.pdf

June 3, 2021 Special Meeting minutes (see Item V.B.):

<https://alala1.k12.hi.us/STATE/BOE/Minutes.nsf/a15fa9df11029fd70a2565cb0065b6b7/2e2f8d96e55925fa0a2586f100024fc7?OpenDocument>

The Board has also previously granted the Board Chairperson the authority to execute the final HSTA agreement and its related appendices, most recently during the July 15, 2021 Special Meeting:

July 15, 2021 memo to then-Board Chairperson Payne:

https://boe.hawaii.gov/Meetings/Notices/Meeting%20Material%20Library/Special_07152021_Board%20Action%20on%20Final%20Agreement%20Between%20the%20HSTA.pdf

July 15, 2021 Special Meeting minutes (see Item IV.I):

<https://alala1.k12.hi.us/STATE/BOE/Minutes.nsf/a15fa9df11029fd70a2565cb0065b6b7/92f8f0d8c13be9b60a25873100037b78?OpenDocument>

- c. Other policies affected:

None.

- d. Arguments in support of the recommendation:

The agreement between the Employer and HSTA was developed collaboratively with active participation from all parties.

HSTA overwhelmingly ratified the new collective bargaining agreement on April 26, 2023. Of the nearly 7,000 ballots cast, 92% voted in favor of the four-year contract that will be in effect beginning July 1, 2023.

This four-year agreement will enable the Department to meet Goal 2.1 of the Board's newly adopted strategic plan: All students are taught by effective teachers who are committed to quality teaching and learning for all. The

agreement establishes predictable salary increases over the next four years that will help with the Department's recruitment and retention efforts.

e. Arguments against the recommendation:

Nearly 8% of BU05 employees voted against the contract.

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

The State of Hawaii Department of Human Resource Development and the State of Hawaii Department of Budget and Finance participated in the negotiations with HSTA.

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

In addition to the large support of HSTA, news reports have revealed public support for the new contract, including the support of the Hawaii Government Employees Association.

h. Educational implication:

Fair and equitable compensation for all Department employees will support a high-performing culture where all employees effectively contribute to student success.

The new agreement highly promotes professional development, ensuring teachers are provided with opportunities to hone their craft and better support their students. The 21 hours of professional development has been permanently embedded into the contract, ensuring ongoing professional development on an annual basis.

The addition of a Class VIII on the salary schedule incentivizes teachers to continue with professional development by providing veteran teachers opportunities for additional salary increases.

The new agreement promotes the recruitment and retention of Career and Technical Education (CTE) and Kaiapuni teachers by increasing the starting salary of teachers with industry experience or Hawaiian language proficiency who hold a Hawai'i Teacher Standards Board (HTSB)-issued permit to approximately \$50,000. The new agreement also allows these teachers as well as teachers with Standard Limited Licenses in CTE to reclassify to higher classes, incentivizing professional development and providing an

opportunity for additional salary increases. This ensures our students are taught by highly qualified teachers with subject matter expertise.

The agreement, with the related Memorandums of Agreement, also demonstrates the willingness of HSTA, the Board, and the Department to continue to work together to preserve and improve the educational services we provide our students. There will be a pilot program to address the continuation of teaching and learning during extended emergency school closures to provide stability at schools and minimize learning loss associated with school closures (Attachment 26).

The parties also agreed to continue conversations through various workgroups to improve our teachers' experience in the Department and students' experience in the classroom. These include workgroups focused on the English language learner program, student discipline, teacher transfers, CTE, Hawaiian Education, and the processes and procedures related to teachers' leave (Attachments 22, 23, 24, 25, 27). Improving the experience of teachers and students will ensure the delivery of quality education and student achievement.

i. Personnel implications:

Upon execution of the new BU05 contract, the Department anticipates increased recruitment and retention in teaching positions. Fair and competitive salaries are essential to attract and retain skilled educators in public education.

This contract will affect approximately 13,000 Department BU05 employees and will increase the salary for a new entry-level teacher with no experience or traditional credentials to approximately \$50,000.

j. Facilities implications:

None.

k. Financial implications:

The new contract will result in a 14.5% salary increase over a period of four years for teachers. The cost implications for this agreement are approximately \$577 million over the four-year duration of the contract.

A summary of the salary adjustments are as follows (more details may be found in Attachment 12):

1st Year – School Year 2023-2024:

- Compensation for the additional 21 hours for job-embedded professional development, which is now permanent, will be added to the base salary.
- Effective the first working day of the School Year 2023-2024, all teachers will receive a 2% across-the-board increase.
- Teachers on Steps 5 through 14A will receive a step movement (excluding brand new hires).
- Teachers on Step 14B will receive a \$3,000 one-time lump sum payment.
- Teachers on Step 5 or higher who did not receive a compression adjustment for School Year 2022-2023 and were working on the last day of School Year 2021-2022 will receive a \$3,000 one-time lump sum payment.
- A single step for instructors will be created (Step 4), increasing the starting salary for instructors to 3% less than teachers on Step 5; Step 4 will extend beyond Class IV, allowing for reclassification.

2nd Year – School Year 2024-2025:

- Effective the first working day of School Year 2024-2025, all teachers will receive a 3% across-the-board increase.

3rd Year – School Year 2025-2026:

- Effective the first working day of School Year 2025-2026, teachers on Steps 5 through 14A will receive a step movement (excluding brand-new hires).
- Teachers on Step 14B will receive a \$3,000 one-time lump sum payment.
- The salary schedule is amended to create a Class VIII at 4% more than Class VII. Reclassification to the new Class VIII will require the credits earned after July 1, 2023 and completion of Sheltered Instruction Qualification.

4th Year – School Year 2026-2027:

- Effective the first working day of School Year 2026-2027, teachers receive an across-the-board increase of 3.5%.

The State will increase the employer's contribution to medical and drug health premiums, decreasing pay deductions for employees. The employer agreed to raise the cap on premiums from 84.3% to 90%.

The new agreement increases by approximately 50% the supplementary pay for teachers who assume additional roles and responsibilities on campus, such as mentor teachers, department heads, grade-level chairs, librarians,

assistant athletic directors, and band, drama, chorus, and agriculture teachers.

The Legislature is currently deliberating [House Bill 1004](#), which would provide funding for the costs associated with the new contract. The Department expects the Legislature to pass the measure and the Governor to sign it into law shortly thereafter.

6. OTHER SUPPLEMENTARY RECOMMENDATIONS

None.

KTH:sb

Attachments:

1. Article I - Recognition
2. Article IV - Association Rights
3. Article V - Grievance Procedure
4. Article VI - Teaching Conditions and Hours, Section C- Sign-In
5. Article VI - Teaching Conditions and Hours, Section M- Teacher Travel
6. Article VI - Teaching Conditions and Hours, Section DD- Work Load
7. Article VI - Teaching Conditions and Hours, Section HH- Special Education
8. Article VII - Assignments and Transfers
9. Article X - Teacher Protection
10. Article XIV - Payroll Deductions
11. Article XVI - Work Year
12. Article XX - Salaries
13. Article XXI - Hawaii Employer-Union Health Benefits Trust Fund
14. Article XXVI - Release Time
15. Article XXVIII - Duration
16. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Ad Hoc Committee)
17. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Exceptions to the Agreement)
18. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Teacher Evaluation)
19. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Expedited Appeals Process)
20. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Supplementary Pay)
21. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Licensing Fees)

22. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (English Learner (EL) Committee)
23. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Student Discipline Workgroup)
24. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Teacher Transfer Program Workgroup)
25. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Special Workgroups- Career and Technical Education (CTE) & Hawaiian Education)
26. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Extended Emergency School Closures)
27. Memorandum of Understanding between the State of Hawaii, Board of Education and the Hawaii State Teachers Association (Leave Workgroup)
28. Letter of Commitment

HSTA and State of Hawaii

Unit 05

Tentative Agreement

Union *Maui*Employer *BSA*Employer *WHL*

Employer _____

Date 04-14-23HSTA Proposal # 1

1 Amend this section as follows:

2
3 **ARTICLE I – RECOGNITION**

4 **A.** This Agreement is entered into this 1st day of July ~~2021~~ 2023 by and between the
5 State of Hawaii, Board of Education, hereinafter called the "Employer" as defined in
6 Section 89-2(9), Hawaii Revised Statutes (HRS), and the Hawaii State Teachers
7 Association, hereinafter called the "Association."

8 **B.** Teachers who accept a temporary assignment as an Educational Officer (EO) for
9 ninety (90) days or more shall be temporarily moved out of Bargaining Unit 05 for
10 the remainder of their appointment. Starting from the time of the temporary
11 assignment and throughout its duration, the teacher's bargaining unit seniority in Unit
12 05 shall be frozen. Upon return to a Bargaining Unit 05 position, all seniority, and
13 rights shall be unfrozen. Return to the same medical plans and with the same
14 insurance contribution rates may not be possible.
15

16 When a teacher is on temporary assignment as an EO for less than ninety (90) days,
17 they shall continue to be represented by the Association in all collective bargaining
18 matters, except when the performance of such duties as a temporary EO relate to
19 personnel-related matters involving DOE employees. In those instances where such
20 a conflict of interest is present, the teacher on temporary assignment as an EO shall
21 not be entitled to union representation.
22

23 Pursuant to certification by the Hawaii Labor Relations Board in Case Number 1, the
24 Employer recognizes the Association for the purpose of collective bargaining pursuant
25 to the Hawaii Public Employment Act, as the exclusive representative of a unit
26 consisting of teachers and other personnel of the Department of Education (DOE) and
27 public charter schools under the same salary schedule, pursuant to Sections 302A-
28 624, and 89-10.55, HRS.
29

30 EXCLUDING: Part-Time Teachers (as defined by Section 89-6, HRS); Substitute
31 Teach-ers, Adult Education Teachers except those on annual contract, Summer School
32 Teach-ers, Summer School Supportive Staff (Counselors, Librarians, etc.); Special
33 Contract Teachers (Consultants, Special Projects, Workshop Teachers, etc.); ROTC
34 Instructors, Driver Training and Educational Instructors, Public Law (PL) 89-10
35 Chapter 1 (not on regular teachers' salary schedule); Language Arts Lay Readers;

ATTACHMENT 1

HSTA and State of Hawaii

Unit 05

Tentative Agreement

Union OTW

Employer PA

Employer WA

Employer _____

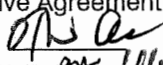
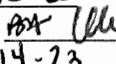
Date 04-14-23

HSTA Proposal # 1

36 Non-Teacher Athletic Coaches; Home/Hospital Instruction Teachers (as defined by
37 Section 89-6, HRS); Non-Teachers, Non-Athletic Activities Supervisors; Part-Time
38 Advisors, PL 89-10 Chapter 1 (Drop Out Program); Civil Defense Teachers; National
39 Teachers Corps Interns; Student Teachers; Vocational Home Economics Teachers (as
40 defined by Section 89-6, HRS); and Vocational Agriculture Teachers (as defined by
41 Section 89-6, HRS).

42
43 It is understood that references to teachers shall include all bargaining unit members
44 unless specifically noted otherwise.

Bargaining Unit 5
Employer Proposal B (Art. IV)
Date:

Tentative Agreement
Union: 
Employer: 
Date: 04-14-23

ARTICLE IV - ASSOCIATION RIGHTS

A. EMPLOYER INFORMATION

In addition to any obligation under Chapter 89, HRS, to furnish information in its possession, the Employer will furnish such other information in its possession, in response to reasonable requests by the Association which will assist the Association in effectively representing the teacher in the collective bargaining process and in the processing of grievances. Any information personal in nature and confidential to any particular teacher and which the Employer is not obligated to furnish under Chapter 89, HRS, may not be disclosed by the Employer unless written prior approval of the individual concerned has been given. The Employer need not perform compilation of facts or information for the purpose of responding to such Association requests.

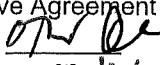

However, in the event that the Employer does agree to compile facts or information in response to an Association request, the Association shall pay all extra costs incurred as a result of such compilation including, but not limited to, labor, printing, duplicating and distribution costs.

The Superintendent or designee shall prepare a list of informational items which may be given, upon request, to an Association UniServ Director by a Complex Area Superintendent (CAS) and/or principal. The list of informational items may be updated periodically.

B. ASSOCIATION REPRESENTATIVES

Association representatives will be permitted to transact official Association business with individual teachers on school property at reasonable times, provided permission is secured from the principal or designee.

Bargaining Unit 5
Employer Proposal B (Art. IV)
Date:

Tentative Agreement
Union: 
Employer: 
Date: 04-14-23

Permission will be granted provided such entry does not interfere with teachers while teaching or on duty supervising students. The Association representative seeking entry need not disclose the nature of the business other than the fact that it is official Association business.

The Association will furnish in writing to the Superintendent a list of authorized Association representatives and maintain its currency. It is understood that references to Association representatives shall include other titles such as field representatives, union representatives, and UniServ Directors.

Should the principal, vice-principal, or supervisor require verification of the authorized Association representative, the Association shall provide such verification, prior to transacting official Association business on school property.


C. EQUIPMENT AND FACILITIES

The Association school representatives shall be granted, upon request when not otherwise in use, the reasonable use of school copying and communication equipment; however, school business shall have priority. Such equipment shall not be removed from the school premises by the Association representative. Access to the internet and electronic mail may also be allowed when feasible. The Association will reimburse the Employer for any school materials and supplies used. The Association shall also be responsible for any additional fees and/or charges incurred by the school directly associated with usage by the Association of such equipment including telephone charges as well as rental charges, if applicable.

Bargaining Unit 5
Employer Proposal B (Art. IV)
Date:

Tentative Agreement

Union: 

Employer: 

Date: 04-14-23

The faculty association in each school may hold meetings in each school. The Association shall pay for any custodial costs incurred for such meetings if such custodial services are provided beyond the custodian's normal workday.

The Association shall be entitled to the use of school equipment and facilities under the same terms and conditions as other Type III organizations as set forth in Title 8, Chapter 39 of the Hawaii Administrative Rules (HAR), with the exception that the Association shall pay for any custodial costs incurred for such meetings only if such custodial services are provided beyond the custodian's normal work day.

D. BULLETIN BOARD

The Association shall be assigned a 3 x 4 foot space on the bulletin boards in the DOE district offices for use exclusively by the Association.

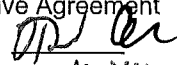
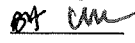
The Association shall have in each school, where bulletin board space exists, the exclusive use of the staff bulletin board which shall be at least 3 x 4 feet in area. The bulletin board shall be located in the most convenient and reasonable place as mutually determined by the Association school representative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

E. USE OF MAIL BOXES AND BULLETIN BOARDS

The Association shall have the right to use school mailboxes. Items that may be placed upon said bulletin boards shall be restricted to: 1) meeting notices; 2) notice of social and/or recreational events; 3) elections and appointments; 4) Association services; 5) progress reports on commissions and committees; 6) Association legislative programs; 7) news clippings; 8) messages from officers and/or boards; 9) social messages, e.g., Christmas greetings; 10) directories, i.e., names and numbers to call for services; 11) names

Version 4

Bargaining Unit 5
Employer Proposal B (Art. IV)
Date:

Tentative Agreement
Union: 
Employer: 
Date: 04-14-23

of faculty representatives and UniServ Directors; 12) information on Association organizational structure; 13) affiliate and/or cooperating organizational notices; and 14) community service notices.

The CAS shall have removed from mailboxes (except U.S. mail) and bulletin boards any material that is abusive, libelous, or any material in violation of Standard Practices Regulation #5510 in effect on the execution date of the Agreement.

F. ORIENTATION

In any orientation program for new teachers, the Employer shall announce and inform new teachers that the Association is the exclusive representative of all members in the bargaining unit and that the Association will explain the services available to the teachers after the conclusion of the orientation program.

G. EXCLUSIVITY

The rights and privileges of the Association as the exclusive collective bargaining representative and the rights and privileges accorded to the Association in this Agreement shall not be granted or extended to any competing labor organization for the duration of this Agreement except as directed by the Hawaii Labor Relations Board, court decision or order, or applicable statute.

H. BOARD OF EDUCATION

The Association shall receive three (3) copies of the official agenda at least twenty-four (24) hours prior to each regularly scheduled Board of Education meeting.

Bargaining Unit 5
Employer Proposal B (Art. IV)
Date:

Tentative Agreement

Union: OTJ ac

Employer: BA Wal

Date: 04-14-23

88 The Association shall receive three (3) copies of the approved minutes at the same time
89 they are made available to the Board of Education members but in no case more than one
90 (1) month from the date of approval.

91 The Association may request items be placed on regular Board of Education meeting
92 agenda in accordance with rules governing the conduct of the meeting. A designee of the
93 Association may speak on any issue before the Board of Education before a vote is taken
94 in accordance with the rules governing the conduct of the meeting.

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

98 **I. SCHOOL FACULTY HANDBOOK**

99 A copy of the school faculty handbook, when available, will be provided to each
100 Association school representative at that school. Association school representatives will
101 be provided the opportunity to examine the final draft copies of such handbooks prior to
102 their being printed in final form.

103 A copy of each school faculty handbook, where available, shall be given to the appropriate
104 Association UniServ Director.


105 **J. ASSOCIATION POLICY COMMITTEE (APC)**

106 In each school, an Association Policy Committee (APC) will be recognized by the
107 Employer. This committee may consist of not more than four (4) teachers from that school.
108 For a school with more than fifty (50) faculty members, this committee may consist of not
109 more than six (6) members from that school.

Version 4

Bargaining Unit 5
 Employer Proposal B (Art. IV)
 Date:

Tentative Agreement

Union: Employer: 

Date: _____

110 The principal will meet and discuss with the committee such topics as the following:
 111 excursion procedures, student rules, activity policies, monitors, extracurricular policies,
 112 intraschool communications, school forms, fund raising projects and matters which may
 113 be subject to discussion under Section 89-9(c), HRS.

114 Meetings and committee activities will be conducted in such a manner that they will not
 115 interfere with classroom instruction.

116 K. SCHOOL FACULTY MEETING

117 The Association shall be granted no less than fifteen (15) minutes immediately after the
 118 conclusion of a faculty meeting to present such items as determined by the Association
 119 faculty representative. This time may or may not be within the teachers' workday.

120 In addition, the Association faculty representative or teachers may request that items
 121 concerning educational issues be placed on the agenda of faculty meetings. The school
 122 administrator or supervisor shall consider such requests as time allows. They will attempt
 123 to schedule in the faculty meeting those items which they are relevant and appropriate.

124 L. PERSONNEL PACKET

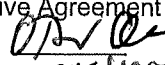

125 The Association shall have the right to place a letter outlining its collective bargaining
 126 services and membership information in the personnel packet to all new teachers. [The
 127 ~~packet shall contain a copy of this Agreement.~~ **The packet shall contain information on**
 128 **accessing a digital copy of this Agreement. Upon request, a hardcopy of this**
 129 **Agreement will be provided to a new teacher.**

130 M. ASSOCIATION BUILDING MEETING

131 Association meetings may begin after the completion of the teachers' workday.

Version 4

Bargaining Unit 5
Employer Proposal B (Art. IV)
Date:

Tentative Agreement
Union: 
Employer: 
Date: _____

132 **N. ASSOCIATION FACULTY REPRESENTATIVE**

133 The Association will furnish in writing to the Superintendent a list of the authorized faculty
134 representatives in each school where a representative has been appointed and maintain its
135 currency.

136 **O. ASSOCIATION PRESIDENT**

137 Any teacher elected President of the Association shall be eligible for leave without pay
138 (equivalent to three [3] years) and one (1) leave without pay extension (equivalent to three
139 [3] years). The President shall continue to enjoy the Employer's contribution to their
140 medical, dental, and life insurance programs, and shall accrue DOE service credit for the
141 period of the leave(s). The President of the Association will maintain a guarantee to their
142 school as entitled for such time as they are on leave and/or one (1) leave extension while
143 serving as President of the Association. When the President returns from the leave, they
144 shall be placed in the appropriate range/step of the salary schedule as if they had remained
145 in service. This provision shall be limited to the President of the Association.

HSTA and State of Hawaii

Unit 05

Tentative Agreement

Union OTWEmployer AAEmployer Wm

Employer _____

Date 04-14-23HSTA Proposal #3 amended #2 April 3, 2023

Amend this section as follows:

ARTICLE V - GRIEVANCE PROCEDURE**No changes to sections A - F****G. STEP 1**

(1) If the matter is not settled on an informal basis in a manner satisfactory to the teacher involved, then the teacher or the certified bargaining representative may institute a formal grievance by setting forth in writing on the form set forth in Appendix I, the nature of the complaint, the specific term or provision of the Agreement allegedly violated and the remedy sought.

(2) The grievance must be presented to the CAS or Assistant Superintendent in the case of State Office teachers, in writing within twenty (20) days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) days after the alleged violation first became known or should have become known to the teacher involved.

(3) The CAS or Assistant Superintendent shall hold a meeting within five (5) days of receipt of the grievance, for the purpose of obtaining evidence pertaining to the grievance and for the purpose of attempting to settle the matter. Attendance in the Step 1 meeting shall be limited to all decision makers associated with the grievance (i.e. CAS/AS, PRO, principal/supervisor), the Association representative, and the grievant; unless otherwise mutually agreed upon. In the case of class grievances involving more than one grievant, upon mutual agreement, attendance in the step 1 meeting may include grievant(s) who can provide evidence pertaining to the grievance. The decision will be in writing and delivered to the grieving party within five (5) days after the meeting.

(4) If the answer to the grievance in Step 1 meeting is not delivered within five (5) days or does not satisfactorily resolve the matter, then the Association may appeal such decision to arbitration. However, by mutual agreement between the association and the Superintendent or designee, the Association may appeal a grievance to Step 2.

No changes to sections H - Q

Version 2

Bargaining Unit 5
Employer Amended Proposal C
(Art. VI)
Date:

Tentative Agreement

Union:

Employer:

Date: 04-14-23

1 *To further amend only Employer Proposal C, Section C regarding Sign In.*

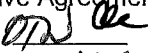

2 **ARTICLE VI - TEACHING CONDITIONS AND HOURS**

3 **C. SIGN-IN**

4 A teacher may be required to [check] **sign** in [~~by initialing~~] to indicate presence.

Version 2

Bargaining Unit 5
Employer Counter Proposal ____
(Art. VI)
Date:

Tentative Agreement
Union: 
Employer: 
Date: 04-14-23

1 *ER Counter Proposal to only Section M – Traveling Teachers of HSTA Amended Proposal #4 (amended*
2 *April 3, 2023)*

3 **ARTICLE VI - TEACHING CONDITIONS AND HOURS**

4 **M. ~~[TRAVELING TEACHERS]~~ TEACHER TRAVEL**

5 Schedules of teachers who are assigned to more than one school shall be arranged so that no
6 teacher shall be required to engage in an unreasonable amount of interschool travel.

7 Teachers who may be required to use their automobiles, motorcycles or motor scooters in the
8 performance of their duties and teachers who are assigned more than one (1) school per day
9 shall be reimbursed for such travel at the standard mileage rate prescribed by the Internal
10 Revenue Service and in compliance with applicable reimbursement procedures pursuant to
11 Hawaii Administrative Rules~~[for the use of automobiles; thirty and one-half cents (30.5¢) for~~
12 ~~the use of motorcycles; and nineteen and one-half cents (19.5¢) for the use of motor scooters]~~
13 for all driving done between arrival at their first school at the beginning of their work day and
14 departure from their base school at the end of the work day. However, if the distance from the
15 teacher's home to their first location or from the teacher's last location to their home is greater
16 than the distance between the teacher's home and their base school, they shall be reimbursed
17 for the difference at the prevailing rate.

18 The administration shall designate a traveling teacher's base school. Whenever practical and
19 where space is available, the base school shall be one of the teachers' assigned schools which
20 is closest to their home as of the first day of the school year.

21 Teachers required in the course of their work to drive their personal automobile, motorcycle or
22 motor scooter from one school to another, or authorized to report to an alternate

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workstation shall be reimbursed at the above rates. The same allowance shall be given for the use of personal vehicles for official business of the district as designated by the CAS.

Except as modified by this Article, Title 3, Chapter 10 of the Hawaii Administrative Rules, shall remain applicable for the duration of this Agreement.

When teachers are required to travel on official business to other islands within the State of Hawaii, they shall be provided with a travel allowance of ninety dollars (\$90) per twenty-four (24) hour day. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day (1/4) periods measured from midnight. In computing the amount of per diem, the official travel time shall begin [~~sixty (60)~~] **ninety (90)** minutes before the scheduled flight departure time and shall end upon the teacher's return to their home airport. This computation shall be applicable to all trips, including one-day trips (leaving and returning on the same day) however, in the case of one-day trips, the allowable claim shall not exceed two (2) quarter-day periods.

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

When teachers are required to travel on official business to areas outside the State of Hawaii, they shall be provided a per diem of one hundred forty-five dollars (\$145) per twenty-four (24) hour day. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin no later than twenty-four (24) hours prior to the time the teacher is to be at work at the out-of-state destination. The teacher shall be scheduled to arrive at the out-of-state destination (applicable airport) at least ten (10) hours

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45 before reporting for duty. The official travel time shall end upon the teacher's return to their
46 home airport. All calculations will be based on Hawaiian Standard Time.

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

49 Included in the per diem rate designated in paragraphs six (6) and eight (8) shall be a daily
50 allowance for commercial lodging. For intrastate travel, this lodging allowance shall be fifty
51 dollars (\$50) per twenty-four (24) hour day. For out-of-state travel, this allowance shall be
52 eighty-five dollars (\$85) per twenty-four (24) hour day.

53 Whenever a teacher's commercial lodging cost exceeds the applicable lodging allowance, the
54 teacher shall be entitled to an additional amount added to their per diem. This amount shall be
55 equal to the difference of the actual daily cost of commercial lodging and the applicable
56 allowance provided herein, multiplied by the number of days spent on commercial lodging.
57 Unless otherwise waived by the Employer, requests for commercial lodging expenses in
58 excess of the lodging allowance shall be pre-approved in advance of the teacher's trip.

59 Whenever possible, teachers shall receive advanced per diem for official travel. The
60 Employer shall reimburse teachers who request reimbursement for excess lodging expenses as
61 soon as possible.

62 In order to provide freedom of choice in meal consumption, the teacher shall not have their per
63 diem reduced on the basis of meals included in the conference programs.

HSTA and State of Hawaii

Unit 05

Tentative Agreement

Union 22CEmployer BAEmployer UN

Employer _____

Date 04-14-23HSTA Proposal #4 Article VI, section DD amended April 3, 2023

1 Amend this section as follows:

2 **DD. WORK LOAD (TEACHING SCHEDULES)**

- 3
- 4 1. To further support schools ~~their standards-based reform initiatives, as well as~~
5 ~~the need for additional instructional time,~~ the parties agree that school faculties
6 may implement rotating, block or other non-traditional schedules by
7 redistributing teachers' work time as delineated in Article VI-CC.
8
- 9 2. Any redistribution of teachers' work time which results in varying lengths of the
10 school day may not exceed an aggregate of the thirty-five (35) hour work
11 week. Appropriately scheduled faculty meetings, departmental meetings,
12 grade level/curricular meetings, and team planning meetings, etc. may be
13 provided for in this redistribution of teachers' work times.
14
- 15 3. The change in weekly assignments or the implementation of rotating, block or
16 other non-traditional schedules shall be determined through an open,
17 democratic, and collaborative process.
18
- 19 4. In determining each school's schedule, the following four criteria shall be met:
- 20
- 21 a. ~~Secondary students shall have access to coursework in order to earn~~
22 ~~more than 6 credits per year. Elementary~~ All students shall have expanded
23 course offerings.
24
- 25 b. Teachers shall have expanded opportunities for planning, collaboration,
26 and professional development.
27
- 28 c. All schedules shall comply with HRS section 302A-251 ~~(Act 167 (2010) as~~
29 ~~amended by Act 52 (2011))~~.
30
- 31 d. All schedules shall comply with Article VI of the Collective Bargaining
32 Agreement.
33

34 **No additional changes to #5-8**

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 Employer: NYC
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ER Counter Proposal to Section HH – Special Education of HSTA Amended Proposal #4 (amended April 3, 2023)

ARTICLE VI – TEACHING CONDITIONS AND HOURS

HH. SPECIAL EDUCATION

1. Individualized Educational Programs (IEPs)

The parties recognize that the special educator's participation in the IEP process, as required by federal law, demands considerable time and particularly impacts those special educators who service students in resource and integrated self-contained instructional arrangements.

In addition, in order to provide special educators with time to participate in the IEP process, a maximum of ten (10) early release days as provided in Standard Practices Regulation #4510.3 may be utilized by both the appropriate special education and general education teacher, where/when applicable.

2. Special Education Committee

The parties agree to maintain a Special Education Committee of no more than five (5) representatives appointed by the DOE and no more than five (5) representatives appointed by the Association.

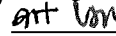
This committee shall meet not less than four (4) times each school year for the purpose of fact-finding and problem-solving operational and working condition concerns such as:

- a. the use of time within the instructional day for IEP meetings without disrupting students' schedules;
- b. the use of school days for developing IEPs;

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- c. the modification of existing rules, procedures and practices relating to the development of IEPs; and
- d. the need to decrease the length of IEP conferences.

Within budgetary limitations, the Employer shall endeavor to implement the recommendations of the committee. If the recommendations require additional funding, the Association agrees to support the DOE's legislative proposals to obtain such funding.

3. Computers and Appropriate Teaching Tools

The DOE shall provide computers or access to computers, telephones, appropriate teaching tools, for use in special education within budgetary limitations [~~and where~~ *feasible*]. Computer software programs for use in special education and training in the use of the computer software programs shall be made available to the extent funding is available and in accordance with DOE priorities and capabilities.

4. Special Education/Rehabilitation Act/Section 504 Conferences

As provided in federal and state rules and procedures, teachers and parents shall arrange special education (IDEA) and/or Rehabilitation Act, Section 504 conferences by mutual agreement.

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Union OTWEmployer AAKEmployer LM

Employer _____

Date 04-14-23HSTA Counter Proposal April 12, 2023 to DOE counter #05

Amend this section as follows:

ARTICLE VII - ASSIGNMENTS AND TRANSFERS

For the purpose of this article (Article VII), "school" shall mean any DOE facility where teachers are assigned.

Assignments and transfers shall be governed by this Article and by the policies, regulations and procedures as contained in the Standard Practices 5100 Series. Other relevant memoranda shall be posted in schools or administrative units or distributed to teachers as appropriate.

A. TEACHING LINES

During the third quarter of the school year, information such as the Special Education (SpEd) preliminary position allocation from the District Office, student course request tally, and resource allocation sheet shall be shared with the faculty to encourage and facilitate teacher input and collaborative planning to maximize quality student programming based upon student needs and requirements.

~~During the fourth quarter of the school year or earlier, the~~ The tentative teaching lines ~~for the following school year~~ shall be posted no later than two (2) weeks prior to the ~~start of the first spring semester posting~~, in an area accessible to faculty members. Teachers may submit recommendations for changes to the school administrator through the department or grade level chairperson, or a teacher may submit written recommendations directly to the school administrator with a copy to the department or grade level chairperson.

Upon request, information regarding the current master schedule and/or the schedule itself shall be made available.

B. TENTATIVE MASTER SCHEDULE AND NOTIFICATION OF ASSIGNMENTS

The Tentative Master schedules for the following year shall be posted by the last day of the school year, and by that date, teachers shall be notified of their next year's assignment in writing.

Unassigned or transferred teachers will be given their assignments to schools when

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assigned and be given their teaching schedules as soon as possible.

In order to notify teachers of their employment and salary status for the ensuing school year, teachers shall receive their Form 5 no later than the last day of the school year or as soon as possible after consummation of transfers and/or new assignments.

Changes made to the Form 5 shall be reflected on the reverse side as soon as possible.

Changes in assignments within a school after the last day of the school year shall be made for the good of the educational program of that school and upon consultation with the teacher(s) affected.

C. ASSIGNMENT/TRANSFER SELECTION CRITERIA

Teachers shall not be assigned nor granted a transfer outside the scope of their teaching license and/or certificate and their major or minor field of study except for good reason.

A principal or immediate supervisor when making assignments or affecting transfers shall consider a teacher's qualifications for performing tasks related to the assignment such as certification and license; teaching skills; experience(s) and special ability(ies) related to the school program; and past performance including teacher evaluation and prior supervisors' reports.

When ~~two (2) or more~~ teachers apply for a vacancy, the Employer ~~shall~~ should award the position to the teacher determined to be the most qualified to perform the duties related to that vacancy. Any applicant, who is not selected, shall be provided, upon request, a written explanation for the non-selection.


If it is determined that there is no material difference between qualifications of the applicants, then the Employer shall select or award the position to the teacher with the greatest length of service with the DOE. If the applicants are tied in the years of state service, the applicant with the most district seniority shall be granted the position. If the candidates remain tied in seniority, a neutral method (such as flipping a coin) shall be used to select the candidate.

Any arbitration of such grievances arising during the transfer period (February through June) filed under this section shall be completed on or before July 15 of any school year, and the parties shall make every good faith effort to complete such arbitration

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prior to said date, to the end that no teaching position shall remain unfilled at the commencement of each semester.

Any other grievance arising out of Article VII-Assignments and Transfers, may be filed under and shall be processed in accordance with the procedures set forth in Article V-Grievance Procedure, of this Agreement.

D. ~~SECONDARY~~ TEACHERS IN SPECIALTY AREAS

~~Secondary~~ Teachers in specialty areas are those teachers in positions where there is no teacher certification. In the event of a staff reduction in a school, such specialty area positions shall not be available for realignment by the teacher(s) being reduced.

A specialty area teacher who does not wish to continue in their position and whose performance is satisfactory will have the option to move in the same manner as any teacher who wishes to voluntarily move from a position. If a specialty area teacher's performance is rated marginal to unsatisfactory on their evaluation, that teacher may be reassigned for proper cause, subject to the grievance procedure in Article V-Grievance Procedure, and according to the following guidelines:

- 1.** ~~The teacher~~ They may be placed in an appropriate vacancy in the school;
- 2.** ~~The teacher~~ They may exchange positions within the school with the principal's approval;
- 3.** ~~The teacher~~ They may apply for transfer; and
- 4.** Absent the above, ~~the teacher~~ they shall be placed on the district unassigned list.

No changes to sections E - H

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Union: 07/25/22Employer: 10/11/22Date: 04-14-23

HSTA Counter #1 to Employer Proposal D, April 14, 2023

ARTICLE X - TEACHER PROTECTION

A. Legal Counsel

The Employer shall provide legal counsel for teachers who are sued for actions taken by them in the course of their employment and within the scope of their duties and responsibilities.

The teacher against whom such civil action or proceeding is brought shall deliver within five (5) calendar days after date of service or knowledge of service as determined by the Attorney General, all processes or complaints served upon them or an attested true copy thereof to the immediate supervisor who shall promptly furnish copies of pleadings and process therein to the Attorney General.

When the Employer has determined that a teacher is being sued for actions taken by the teacher in the course of employment and within the scope of duties and responsibilities as noted in Section A, paragraph 1 above, the Attorney General or designee will meet and explain legal procedures to the teacher.

B. Safe Workplace and Learning Environment

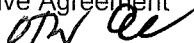
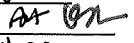
1. Personal contact information provided to the employer shall remain confidential. A teacher's personal contact information shall not be released to students, parents, or guardians without the teacher's permission.

2. The workplace should remain free of discrimination, harassment, and/or bullying behavior. When any teacher believes they are being subject to such behavior, the teacher shall inform the principal or other immediate supervisor who shall take appropriate action.

3. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which imminently endanger their health or safety.

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When any teacher believes that an unsafe or hazardous condition exists, the teacher shall immediately inform the principal or other immediate supervisor who shall take appropriate action. Within a reasonable length of time, the principal or designee will inform the teacher of the action which has been taken.

When any teacher believes that the personal safety of their students or their person is jeopardized or endangered, the teacher shall inform the principal who shall take appropriate action. Within a reasonable length of time, the principal or designee will inform the teacher of the action which has been taken. If requested, the principal shall provide the notification of action in writing.

4. By the end of the second month of the school year, the school administrator and faculty of each school shall meet to discuss the development of an emergency plan for aiding teachers who have potentially harmful situations occurring in their classrooms/work areas. The principal shall give due consideration to faculty suggestions in developing the emergency plan.

When a teacher in the performance of their duties is a victim of assault, as defined by law, the teacher shall inform the principal or designee as soon as possible. At the earliest possible time, the principal or designee shall notify the teacher of the action taken and shall follow-up in writing, if the teacher requests.

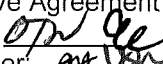
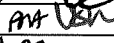
C. Theft and Damage

Teachers shall immediately report cases of theft/damage of their property, physical assault and battery suffered by them in connection with their employment, to their principal or other immediate supervisor, who shall, if deemed appropriate or if so requested by the teachers, promptly notify the police of the incident and file a report on the appropriate DOE form. The report(s) shall be made available to the Association upon request.

Priority consideration shall be given in the repair and replacement of equipment and supplies which are damaged or vandalized.

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Teachers who work after hours shall have access to a telephone for emergency use provided that such access shall preserve the security of school property and shall not require expenditure of additional funds.

The Employer shall either reimburse a teacher for the reasonable value, or pay for the actual cost of repair of personal clothing (excluding accessories and footwear), prescription glasses (maximum reimbursement: \$80 total or \$40 for lens, \$40 for frame) and watches (maximum reimbursement: \$75) which are maliciously damaged or destroyed by another person while the teacher is acting without negligence and within the scope of their duties and responsibilities and in the course of their employment. The cost of an eye examination shall be reimbursed to a teacher whenever there is no available optical dispenser to accept existing prescriptions without a new examination (maximum reimbursement: \$50). The Employer shall review the existing procedures in consultation with the Association.

D. Complaints and Investigations

1. Any serious complaint or any repeated minor complaint, including anonymous complaints concerning a teacher, shall be reported immediately to the teacher by the supervisor receiving the complaint. The use of complaints and the filing of said complaints shall be covered by Article IX - Personnel Information.

Any teacher against whom a serious complaint has been filed will have the opportunity to meet with the complainant(s). At the teacher's request, the supervisor shall be present at such a meeting. The supervisor shall call the complainant(s) for a meeting at a mutually acceptable time by the teacher, the complainant(s) and the supervisor.

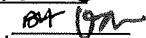
2. Investigations

Should a complaint, concern, or allegation warrant a formal investigation, the principal or supervisor shall notify the teacher, in writing, that an investigation will take place and the general nature of the allegation. The teacher shall have the right to representation by the Association at any meetings related to the investigation.

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82 Upon conclusion of an investigation, the teacher shall be notified, in writing, of the
 83 outcome.

84 **E.** Conferences

85 If a teacher's presence is required at a conference where a private attorney is in
 86 attendance, the teacher may request legal representation from the Attorney
 87 General's Office.

88 No recording device shall be used nor a transcription taken without the knowledge
 89 of the teacher at conferences.

90 Teachers may request the use of administrative facilities for the purposes of
 91 holding conferences involving outside personnel.

92 **F.** Campus Visitors

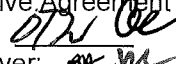
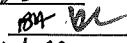
93 Except as provided for in Article IV, Section B - Association Representatives,
 94 requests by non-school personnel or students not enrolled in that school to visit
 95 a teacher's classroom/work area shall be granted by the principal or other
 96 immediate supervisor only in an emergency or when no other arrangement can
 97 be made as determined by the principal or other immediate supervisor.
 98 Reasonable effort will be made to notify the teacher of visitors prior to sending
 99 them to the classroom/work area.

100 Reasonable effort will be made to confine the visits of police officers or officers of
 101 the court to the administrative building. They shall be sent directly to a teacher's
 102 classroom/work area only in the case of an emergency or when the circumstances
 103 are beyond the control of the principal or other immediate supervisor. In the case
 104 of an emergency, and when no other arrangements can be made, faculty members
 105 may be assigned to supervise students while teachers confer with police officers
 106 and/or officers of the court.

107 The Employer shall take appropriate steps to remove any known unauthorized
 108 person from school campuses.

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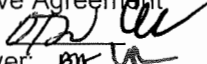
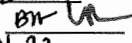
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- 109 **G.** When students are sent home from school or are not required to attend due to
110 emergencies which endanger health or safety, teachers will not be required to
111 remain at, nor report to, said schools.
- 112 **H.** The principal and other administrators shall comply with any reasonable request
113 from the teacher for information in their possession relating to the assault upon
114 the teacher requesting the information.
- 115 **I.** Medical Costs
- 116 The Employer shall pay reasonable costs for medical, surgical or hospital
117 services, but only to the extent not covered by HMA, HMSA, Kaiser, or Worker's
118 Compensation benefits, in the event a teacher is assaulted while performing
119 duties within the scope of their authority and while following rules and
120 regulations established by the Employer. No medical, surgical or hospital
121 payment will be provided for actions involving Association activity, misconduct
122 and unauthorized activity, or if the assault was provoked by the injured teacher.
- 123 The Employer shall pay reasonable costs for Hepatitis B inoculations to the extent
124 not covered by a teacher's medical insurance or Worker's Compensation benefits,
125 when the Department of Health (DOH) recommends the inoculation. Further,
126 when the DOH confirms a teacher's treating physician's prescription that such an
127 inoculation is warranted due to the teacher's exposure to a carrier of Hepatitis B
128 while he is performing duties within the scope of their responsibilities in a special
129 education setting and while following the rules and regulations established by the
130 Employer, the Employer shall pay reasonable costs for Hepatitis B inoculations to
131 the extent not covered by a teacher's medical insurance or Worker's Compensation
132 benefits.
- 133 **J.** If a parent-teacher conference extends beyond working hours, reasonable
134 ~~precaution~~ precautions will be taken to ~~insure~~ ensure that a school building is not
135 secured without the teacher's knowledge.
- 136 **K.** When a teacher's vehicle has been damaged or destroyed while parked on the
137 Employer's property, the principal or supervisor shall provide the appropriate

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138 information as contained in Section 37-77, HRS, Claims for Legislative Relief, and
139 expedite the required investigation. The teacher's request for legislative relief
140 shall be for reimbursement less any insurance entitlement.

HSTA and State of Hawaii

Unit 05

Tentative Agreement

Union OPH

Employer SH

Employer SH

Employer _____

Date 04-14-23

HSTA Proposal #10

Amend this section as follows:

ARTICLE XIV - PAYROLL DEDUCTIONS



A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Employer an assignment authorization for deduction of membership dues in the Association, including the National Education Association ~~and the Hawaii Education Association~~. Such authorization shall continue in effect from year to year unless revoked in writing ~~between June 1 and September 1 of any year~~. Pursuant to such authorization, the Employer shall deduct one twenty-fourth (1/24) of such dues from each semi-monthly check of teachers.

No changes to sections B - D

HSTA and State of Hawaii

Unit 05

Tentative Agreement

Union Employer Employer Employer Date 04-14-23HSTA Amended Proposal #11 (counter to employer) April 12, 2023**ARTICLE XVI – WORK YEAR****A. WORK YEAR**

The work year for teachers shall be no more than ~~one hundred ninety (190)]~~ one hundred ninety-three (193)¹ days. Should the Board of Education choose ~~the a~~ a two-week fall intersession calendar, the work year for teachers shall begin not earlier than ten (10) working days before the first working day in August. Should the Board of Education choose ~~the a~~ a one-week fall intersession calendar, the work year for teachers shall begin no earlier than seven (7) working days before the first working day in August.

B. NON-STUDENT DAYS

The following shall be teacher work days without students:



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

¹ HSTA's proposal for increased workday intends to permanently incorporate the 21 hours of job-embedded professional development hours (extending workday) not to extend the work year. In addition, the proposal would require adjustment to all employees' base salary (the grey blocks on the schedules would become new base salary).

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28 available for half-time teachers who complete ten and one-half (10.5)
 29 hours. Partial credits will not be allowed.

30 The ~~six (6)~~ twenty-seven (27) hours to be used at the Employer's discretion shall
 31 be scheduled in multiple increments of one-half (1/2) hour not to exceed one and
 32 one-half (1-1/2) hours which shall be scheduled in advance, with two (2) work
 33 days prior notice, and shall be contiguous to the teacher's work day. If the
 34 Employer determines that the ~~six (6)~~ twenty-seven (27) hours or any portion
 35 thereof is to be used for in-service training or job-embedded professional
 36 development, teachers shall be afforded the opportunity to make input with regard
 37 to the training activities. In no event will the work day extend beyond 4:30 p.m.

38 4. One (1) day shall be without students at the end of the school year.

39 5. Teachers shall have one (1) day set aside for Teacher Institute Day.

40 6. Two days for the purposes of school planning and collaboration.

41 The Association and the Board of Education believe that standards must be at the
 42 center of school improvement efforts and the expectation is that all students will
 43 achieve these standards. In recognition of the necessity for teachers to collaborate
 44 with colleagues in order to plan and prepare for the many activities related to
 45 standards-based education, including issues related to compliance with state
 46 and/or federal mandates, the parties agree that two (2) days in the instructional
 47 year shall be converted to non-student days for the purposes of school planning
 48 and collaboration.

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



58 The days shall not be used for personally-initiated activities.

59 **C. HOLIDAYS/VACATION/INTERSESSIONS FOR 10-MONTH EMPLOYEES**

HSTA and State of Hawaii

Unit 05

Tentative Agreement

Union Employer Employer 

Employer

Date 04-14-23HSTA Amended Proposal #11 (counter to employer) April 12, 2023

60 The Employer shall not schedule nor require work to be performed on any of the following
61 holidays, if the holiday falls within the teacher's work year:

- | | |
|---|--|
| 1. Independence Day (if during work year) | 8. New Year's Day |
| 2. Statehood (Admission) Day | 9. Dr. Martin Luther King Jr. Day |
| 3. Labor Day | 10. Presidents' Day |
| 4. Veterans' Day | 11. Kuhio Day |
| 5. General Election Day | 12. Good Friday |
| 6. Thanksgiving | 13. Memorial Day |
| 7. Christmas Day | 14. Kamehameha Day (if during work year) |

62 Vacations for teachers shall be the day after Thanksgiving, two (2) weeks Winter Recess
63 and one (1) week Spring Recess.

64 Whenever two (2) holidays are to be observed on the same day:

- 65 1. the first holiday shall be observed in the normal manner; and
- 66 2. the second holiday shall be on the next workday of the official calendar.

67 Teachers shall not be required to report to work during their vacations or during the Fall,
68 Winter, Spring or Summer intersessions.

69 (For 12-month employee holidays and vacation leave, see Article XVII - 12 Month Teacher
70 Compensation, Sick/Vacation Accumulation, Holidays)

71 **D. RECALL PAY**

72 Teachers may voluntarily report to duty without compensation; or teachers who are
73 officially recalled to duty by the Employer according to established procedures and who
74 agree to perform work shall be compensated at the rate of one over ~~one hundred ninety~~
75 ~~(190)] one hundred ninety-three (193)~~ times (x) their annual salary for each day worked.
76 Provided, however, that librarians and registrars shall be provided extra compensation for
77 such work when it exceeds the work obligation for which they receive a pay differential.

HSTA Proposal #13, Revised April 14

Employer counter v1

Amend this section as follows:

ARTICLE XX – SALARIES

A. The Bargaining Unit 5 salary schedules without additional professional development (PD) hours in effect at the end of the workday on ~~2021~~ June 30, 2023 shall be designated as Exhibit A for 10-month teachers and Exhibit AA for 12-month teachers shall be amended effective the first working day of the 2023-2024 school year to reflect the following:

1. The salary schedules identified as Exhibit A and AA shall be amended to reflect an across-the-board increase of two percent (2%).
2. Instructor Levels 1 (entry level), 2, and 3 shall be deleted from the salary schedule. A new single instructor level, step 4, will be created. The difference between Step 4 and 5 shall be 3%. All teachers in step 1, 2 and 3 shall be placed at step 4 in the same Class and shall remain at step 4 until completion of their State Approved Teacher Education Program (SATEP).
3. Step 4 shall be expanded the full length of the schedule to include all classes beyond Class IV.
4. Upon completion of a SATEP, employees will remain in the same Class and placed on the same step as in-service teachers with equivalent years of service.

B. The amended salary schedules shall be designated as Exhibit B and Exhibit BB and shall be effective for the period of July 1, ~~2021~~ 2023 to and including June 30, ~~2023~~ 2024.

1. 10-month teachers shall be placed on the corresponding step and class of Exhibit B.
2. 12-month teachers shall be placed on the corresponding step and class of Exhibit BB.

C. ~~Notwithstanding paragraph J of this Article, there shall be no step movements or annual increments during the period July 1, 2021 to and including June 30, 2023.~~

HSTA Proposal #13, Revised April 14

- 39
- 40 **D.** Effective the first working day of the 2023-2024 school year, teachers compensated
- 41 on Steps 5-14A of the salary schedules designated as Exhibits B and BB shall move
- 42 to the next higher Step within their respective classification. However, new
- 43 employees who entered service during the 2023-2024 school year will remain in
- 44 place for this school year. Teachers on Step 14B shall receive a \$3,000 one-time
- 45 lump sum payment.
- 46
- 47 **E.** Effective the first working day of the 2023-2024 school year, employees on Step 5
- 48 or higher, who did not receive a compression adjustment for school year 2022-
- 49 2023, who were actively employed on the last teacher workday of school year 2021-
- 50 2022, and continue to be employed on the first teacher workday of school year
- 51 2023-2024, shall receive a three-thousand (\$3,000) one-time lump sum payment.
- 52
- 53 **F.** Effective the first working day of the 2024-2025 school year, the salary schedules
- 54 will be amended to reflect an across-the-board increase of three percent (3%).
- 55 These amended schedules shall be designated as Exhibits C for 10-month teachers
- 56 and CC for 12-month teachers. Notwithstanding paragraph O. of this Article, there
- 57 shall be no step movements or annual increments during the period July 1, 2024
- 58 to and including June 30, 2025.
- 59
- 60 **G.** Effective the first working day of the 2025-2026 school year, the salary schedules
- 61 identified as Exhibit C and CC shall be amended to create a Class VIII at 4% more
- 62 than Class VII. These amended schedules shall be designated as Exhibits D for 10-
- 63 month teachers and DD for 12-month teachers.
- 64
- 65 In addition, effective the first working day of the 2025-2026 school year, teachers
- 66 compensated on Steps 5-14A of the salary schedules designated as Exhibits D and
- 67 DD shall move to the next higher Step within their respective classification.
- 68 However, new employees who entered service during the 2025-2026 school year
- 69 will remain in place for this school year. Teachers on Step 14B shall receive a \$3,000
- 70 one-time lump sum payment.
- 71
- 72 **H.** Effective the first working day of the 2026-2027 school year, the salary schedules
- 73 identified as Exhibit D and DD shall be amended to reflect an across-the-board
- 74 increase of three and one-half percent (3.5%) These amended schedules shall be
- 75 designated as Exhibits E for 10-month teachers and EE for 12-month teachers.
- 76 Notwithstanding paragraph O. of this Article, there shall be no step movements or

HSTA Proposal #13, Revised April 14

annual increments during the period July 1, 2026 to and including June 30, 2027.

- I.** ~~Effective July 1, 2021,~~ Only teachers, including probationary teachers, rated at a "effective" or "highly effective" level of performance pursuant to Article VIII, shall be eligible for any pay increases in the year following the evaluation rating.

Any teacher who does not qualify for a pay increase as a result of receiving a marginal rating shall receive the appropriate compensation at the start of the school year after achieving a performance rating of "effective" or "highly effective." The pay increases shall not be retroactive.

Teachers rated "highly effective" on their annual evaluation shall be eligible to receive any future financial recognition of this professional accomplishment, which shall not be added to or increase base compensation, in accordance with the Department-developed process.

If there is a conflict with any other provision of this article, then this provision shall prevail. Teachers continue to have the opportunity to challenge adverse evaluations in accordance with Article VIII, Teacher Performance and Appendix V-Expedited Appeals Process.

- J.** New hire teachers entering the salary schedule in ~~2021-2023~~ 2023-2027 who hold a degree with a SATEP shall be placed in Step 5. Those teachers with prior experience shall be placed in the same step as in-service teachers with equivalent years of service. No more than six (6) years of verified non-DOE teaching experience may be credited as determined by the DOE.

- K.** Teachers on authorized leaves of absence shall be placed on the step they would have been on had they remained in active service during each of the years of the ~~2021-2023~~ 2023-2027 Agreement.

- L.** Teachers are required to comply with procedural responsibilities for teacher licensing, certification and salary administration as specified in the Standard Practices. Claims for verified salary underpayments filed by a teacher shall be paid up to two (2) years retroactively from the date of filing, provided that the proper documents to verify the salary underpayments were filed by the teacher. This provision does not alter the Employer's statutory right to recover salary overpayments.

HSTA Proposal #13, Revised April 14

M. Unless specifically modified in Appendix VIII, Supplementary Pay, all differentials and supplementary pay schedules in effect on the execution date of the Agreement will remain in full force and effect for the duration of the Agreement.

N. Professional Development

1. Department of Education employees on initial appointments shall remain in class for two (2) semesters prior to reclassification.

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

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

Reclassification from Class VII to Class VIII requires Professional Development (PD) credits and/or academic credits earned after July 1, 2023 and completion of the Six (6) Credit or Equivalency of Sheltered Instruction Requirement for Teachers. The six (6) credits of sheltered instruction may have been earned prior to July 1, 2023, as long as the credits were not previously used for reclassification.

4. Academic credits applied for reclassification should be related to the standards-based instruction aligned to the school's design plan, and/or directly support Department initiatives.

Note: The following are DOE clarifications:

- a. Credits may be either academic credits (semester hours) or professional development (PD) credits offered by the Professional Development Educate, Empower, and Excel (PDE3). Credits designated as "non-PD hours" within PDE3 cannot qualify for reclassification.

HSTA Proposal #13, Revised April 14

b. Academic credits (semester hours) earned through universities/colleges shall be applicable for reclassification if they are approved by the administrator.

O. The parties recognize that annual incremental step movements are a viable recruiting and retention tool. Teachers who are not at the top of the salary schedule and who have effective evaluations shall move to the next highest step of the corresponding class at the beginning of each school year. Annual incremental step movements are subject to funding.

P. Eligibility for "pay increases" as used in paragraph ~~D~~ I. of this Article shall include salary schedule/across the board increases, step movements, annual increments, and reclassification.

Bargaining Unit 05, Employer Proposal #2, March 31, 2023

ARTICLE XXI – HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

Delete the existing language in this Article in its entirety and replace with the following:

A. "Health Benefit Plan" shall mean the medical PPO, HMO, prescription drug, dental, vision and dual coverage medical plans.

B. Effective July 1, 2023

Subject to the applicable provisions of Chapter 87A and 89, Hawai'i Revised Statutes, the Employer shall pay monthly contributions which include the cost of any Hawai'i Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2023, not to exceed the monthly contribution amounts as specified below:

1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefits plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
a. <u>Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$ 453.36</u>
b. <u>Dental</u>	<u>\$ 21.48</u>
c. <u>Vision</u>	<u>\$ 2.52</u>
d. <u>Dual coverage (medical & drug)</u>	<u>\$ 20.32</u>
e. <u>VEBA* Dental</u>	<u>\$ 23.34</u>
f. <u>VEBA* Supplemental Dental</u>	<u>\$ 10.90</u>
g. <u>VEBA* Medical (PPO or HMO) (medical, drug, vision & chiro)</u>	
	<u>\$ 416.52</u>

* Plans for active employees formerly under the HSTA VEBA

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 90[84.3]% of the total premium.

2. For each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
a. Medical (PPO or HMO) (medical, drug & chiro)	\$ 1,101.12
b. Dental	\$ 42.96
c. Vision	\$ 4.68
d. Dual coverage (medical & drug)	\$ 36.40
e. VEBA* Dental	\$ 46.68
f. VEBA* Supplemental Dental	\$ 21.78
g. VEBA* Medical (PPO or HMO) (medical, drug, vision & chiro)	
	\$1,009.26

* Plans for active employees formerly under the HSTA VEBA

The Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 90[84.3]% of the total premium.

3. For each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
a. Medical (PPO or HMO) (medical, drug & chiro)	\$ 1,403.80
b. Dental	\$ 70.62
c. Vision	\$ 6.12
d. Dual coverage (medical & drug)	\$ 39.42
e. VEBA* Dental	\$ 76.80
f. VEBA* Supplemental Dental	\$ 32.68
g. VEBA* Medical (PPO or HMO) (medical, drug, vision & chiro)	
	\$1,286.26

* Plans for active employees formerly under the HSTA VEBA

The Employer shall pay the same monthly contribution for each member enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 90[84.3]% of the total premium.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.12 per month which reflects one hundred percent (100%) of the monthly premium and any administrative fees.

C. Effective July 1, 2024

Subject to the applicable provisions of Chapter 87A and 89, Hawai'i Revised Statutes, effective July 1, 2024 for plan year 2024-2025, with the exception of items C1f., C1g., C2f., C2g., C3f., C3g., and C4., which shall be as described below, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus sixty percent (60%) of any administrative fees.

1 1. The amounts paid by the Employer shall be based on the plan year 2024-
 2 2025 final monthly premium rates established by the Trust Fund for each Employee-
 3 Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health
 4 benefit plans:

5
 6 BENEFIT PLAN

7 a. Dental

8 b. Vision

9 c. Dual coverage (medical & drug)

10 d. VEBA* Dental

11 e. VEBA* Supplemental Dental

12 f. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall pay
 13 the same monthly contribution for each member enrolled in a self only medical
 14 plan, regardless of which plan is chosen. The amount shall be based on 60% of
 15 the total premium of the HMSA 80-20 medical plan (with drug & chiro), provided
 16 that the dollar amount contributed by the Employer shall not cause the employer
 17 share to exceed 90[84.3]% of the total premium.

18 g. VEBA* Medical (PPO or HMO) (medical, drug, vision & chiro)
 19 the Employer shall pay 60% of the total premium of HMSA VEBA 80-20 plan
 20 bundle regardless of which VEBA plan is chosen.

21 * Plans for active employees formerly under the HSTA VEBA

22
 23 2. The amounts paid by the Employer shall be based on the plan year 2024-
 24 2025 final monthly premium rates established by the Trust Fund for each Employee-
 25 Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health
 26 benefit plans:

27 BENEFIT PLAN

28 a. Dental

29 b. Vision

1 c. Dual coverage (medical & drug)

2 d. VEBA* Dental

3 e. VEBA* Supplemental Dental

4 f. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall pay
 5 the same monthly contribution for each member enrolled in a two-party medical
 6 plan, regardless of which plan is chosen. The amount shall be based on 60% of
 7 the total premium of the HMSA 80-20 medical plan (with drug & chiro), provided
 8 that the dollar amount contributed by the Employer shall not cause the employer
 9 share to exceed 90[84.3]% of the total premium.

10 g. VEBA* Medical (PPO or HMO) (medical, drug, vision & chiro)
 11 the Employer shall pay 60% of the total premium of HMSA VEBA 80-20 plan
 12 bundle regardless of which VEBA plan is chosen.

13 * Plans for active employees formerly under the HSTA VEBA

14
 15 3. The amounts paid by the Employer shall be based on the plan year 2024-
 16 2025 final monthly premium rates established by the Trust Fund for each Employee-
 17 Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust
 18 Fund health benefit plans:

19
 20 BENEFIT PLAN

21 a. Dental

22 b. Vision

23 c. Dual coverage (medical & drug)

24 d. VEBA* Dental

25 e. VEBA* Supplemental Dental

26 f. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall pay
 27 the same monthly contribution for each member enrolled in a family medical plan,
 28 regardless of which plan is chosen. The amount shall be based on 60% of the
 29 total premium of the HMSA 80-20 medical plan (with drug & chiro), provided that

1 the dollar amount contributed by the Employer shall not cause the employer
 2 share to exceed 90[84.3]% of the total premium.

3 g. VEBA* Medical (PPO or HMO) (medical, drug, vision & chiro)
 4 the Employer shall pay 60% of the total premium of HMSA VEBA 80-20 plan
 5 bundle regardless of which VEBA plan is chosen.

6 * Plans for active employees formerly under the HSTA VEBA
 7

8 4. For each Employee-Beneficiary enrolled in the Trust Fund group life
 9 insurance plan, the Employer shall pay one hundred percent (100%) of the monthly
 10 premium and any administrative fees.
 11

12 D. No later than three (3) weeks after the Trust Fund Board formally
 13 establishes and adopts the final premium rates for Fiscal Year 2024-2025, the Office of
 14 Collective Bargaining shall distribute the final calculation of the Employers' monthly
 15 contribution amounts for each health benefit plan.
 16

17 E. Payment for Plans Eliminated or Abolished. The Employer shall make no
 18 payments for any and all premiums for any portion or part of a Trust Fund health benefit
 19 plan that the Trust Fund Board eliminates or abolishes.
 20

21 F. Rounding Employer's Monthly Contribution. Whenever the Employer's
 22 monthly contribution (premium plus administrative fee) to the Trust Fund is less than
 23 one hundred percent (100%) of the monthly premium amount, such monthly contribution
 24 shall be rounded to the nearest cent as provided below:

25 1. When rounding to the nearest cent results in an even amount, such
 26 even amount shall be the Employer's monthly contribution. For example:
 27

28 (a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)

29 (b) \$11.382 = \$11.38 = \$11.38 (Employer's monthly contribution)

1
2 2. When rounding to the nearest cent results in an odd amount, round to
3 the lower even cent, and such even amount shall be the Employer's monthly
4 contribution. For example:

5
6 (a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)

7 (b) \$11.386 = \$11.39 = \$11.38 (Employer's monthly contribution)

8
9 All employer contributions effective July 1, 2023 reflect the rounding described in
10 item F. Employer contributions effective July 1, 2024 shall be rounded as described in
11 item F. after the Trust Fund Board formally establishes and adopts the final premium
12 rates for Fiscal Year 2024-2025.

13
14 G. If an agreement covering periods beyond the term of this Agreement is not
15 executed by June 30, 2025, Employer contributions to the Trust Fund shall be the same
16 monthly contribution amounts paid in plan year 2024-2025 for the Health Benefit Plan
17 approved by the Trust Fund including any monthly administrative fees.

HSTA and State of Hawaii

Unit 05

Tentative Agreement

Union *[Signature]*Employer *[Signature]*Employer *[Signature]*Employer *[Signature]*Date 04-14-23HSTA Proposal #15

Amend this section as follows:

ARTICLE XXVI - RELEASE TIME

A. The parties have agreed that Act 212, SLH, 1971, shall be administered by the parties as including time off with pay for all teachers, including committee members and grievance representatives, with the approval of the Association for the following purposes:

1. Participation in collective bargaining including contract administration activities, grievance handling and processing, arbitration processing and Association training sessions for any of these activities.

2. Participation in meetings, conferences and training sessions conducted by the Association or the National Education Association.

B. The maximum allowable release time with pay shall be limited to five hundred (500) total days for the ~~2021-23~~ 2022-24 SY; and seven hundred (700) total days for the ~~2022-24~~ 2023-25 SY; five hundred (500) total days for the 2025-2026 SY; and seven hundred (700) total days for the 2026-2027 SY. The total maximum cost to the Employer for school year ~~2021-23~~ 2022-24 shall be \$79,745.00, for school year ~~2024-2025~~ 2025-2026 shall be \$113,149.75, for school year 2025-2026 shall be \$ and for school year 2026-2027 shall be \$

Additional release time with pay of up to fifty (50) total days per year for teachers who do not require substitutes shall be allowed.

C. No additional pay shall be given to individuals for days they would not otherwise be working such as vacations, holidays and weekends.

HSTA Proposal #16

Amend this section as follows:

ARTICLE XXVIII – DURATION

This Agreement shall become effective as of July 1, 2023 and shall remain in effect to and including June 30, 2027.

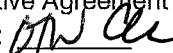
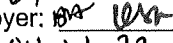
During the term of this Agreement, the parties shall meet on the Hawai'i Employer Union Health Benefits Trust Fund contributions for the plan years 2025-2026 and 2026-2027 by giving written notice to the other party of its intent to reopen by January 31, 2025.

In the event the parties reach agreement on the Employer's contribution to EUTF, such amended article shall be effective no earlier than July 1, 2025 and shall remain in effect to and including June 30, 2027.

The entire agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice during the period June 1, 2026 through June 30, 2026 to the other party of its desire to modify, amend or terminate the Agreement. Negotiations shall commence by August 31, 2026.

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement
 Union: 
 Employer: 
 Date: 04-14-23

ER Counter Proposal to HSTA Proposal #02, Article IV – Association Rights, Section P – Ad Hoc Committee

APPENDIX ____

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF HAWAII

BOARD OF EDUCATION AND

HAWAII STATE TEACHERS ASSOCIATION

(AD HOC COMMITTEE)

WHEREAS, this Memorandum of Understanding (MOU) is entered into this 1st day of July 2023, by and between the State of Hawai‘i, the Hawai‘i State Board of Education (“Board”), the Hawai‘i State Department of Education (“Department”) (hereinafter collectively, the “Employer”), and the Hawai‘i State Teachers Association (“Association”).

The Board and the Association support a process to discuss mutual interests in a timely manner. To facilitate this process, an Ad Hoc Committee (“Committee”) is established for the purpose of discussing and making recommendations to appropriate bodies in accordance with established procedures.

The participants of the Committee shall include staff appointed by the Department and staff appointed by the Association. The participants shall meet as needed, at mutually agreeable times and places, to allow them to address and resolve issues and concerns.

The outcomes of the discussions of each meeting shall be shared with both parties. On an annual basis, the Association and the Department shall review the prior year’s Committee

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement

Union: ATSCUEmployer: SEADate: 04-14-23

meetings, discussions, and outcomes, to analyze the particular issues, concerns, and resolutions, with a view towards developing means of avoiding future similar issues and concerns. Each party will determine which appropriate staff member(s) will participate in the annual review meeting. Should the parties determine that an annual review meeting is not necessary, or if no Committee meetings occurred during the past year, no annual review meeting is required.

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

STATE OF HAWAII

HAWAII STATE TEACHERS
ASSOCIATION

By: _____
 Brenna Hashimoto
 Chief Negotiator

By: _____
 Osa Tui, Jr.
 President

 Bruce D. Voss
 Chairperson, Board of Education

 Ann Mahi
 Executive Director

 Keith T. Hayashi
 Superintendent, Department of Education

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date: _____

Tentative Agreement
 Union: *DN E*
 Employer: *PH Wn*
 Date: 04-14-23

ER Counter Proposal to HSTA Proposal #18, New Article – Exceptions to the Agreement

APPENDIX ~~III~~ _____

MEMORANDUM OF UNDERSTANDING BETWEEN STATE OF HAWAII BOARD OF EDUCATION AND HAWAII STATE TEACHERS ASSOCIATION (EXCEPTIONS TO THE AGREEMENT)

1 This Memorandum of Understanding is effective as of July 1, 2021~~13~~ by and between the
 2 State of Hawaii, Board of Education and the Hawaii State Teachers Association.

3 **A.** The Board and the Association believe that the most effective decisions are those
 4 made closest to the point of implementation. They further acknowledge that
 5 bargaining unit 5 members have a right and an obligation to engage and participate
 6 actively in open dialogue where issues are presented, defined, discussed and resolved.

7 In accordance with Hawaii Revised Statutes, the Board has established, at each
 8 school, a School Community Council (SCC). The SCC assumes a collaborative
 9 approach to decision making.

10
 11 The Board and the Association acknowledge that as part of school-level decision
 12 making, exceptions to the Bargaining Unit 5 Agreement (hereinafter called "the
 13 Agreement") may be requested by a SCC.

B. Bargaining Unit 5 Exception Process

14
 15
 16
 17 When exceptions to the Agreement are being requested, Bargaining Unit 5 members
 18 shall use a consensus decision-making process. For the purpose of this
 19 Memorandum, consensus has been reached when all bargaining members in the

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date: ____

Tentative Agreement
 Union:
 Employer:
 Date: 04-14-23

school agree that their points of view have been heard and understood and that they can live with the decision.

If, after good faith efforts have been exhausted and consensus has not been reached, bargaining unit members shall move to the fallback decision-making process.

1. This process requires all active bargaining unit members at the school be provided the opportunity to vote by secret ballot. The Association Policy Committee at the school shall be responsible for contacting Bargaining Unit 5 members on paid and unpaid leave with return rights to the school.
1. Bargaining Unit 5 members shall be provided five (5) working days to cast their ballot.
3. In order for the vote to be valid, 66-2/3% of all of the ballots cast must be affirmative.
4. Bargaining Unit 5 members shall then report the results to the SCC. All contract exceptions are binding on all bargaining unit members at the school.

C. School Community Council Exception Review Committee

A State Committee to be called the SCC Exception Review Committee shall be established.

1. This Committee shall be comprised of two (2) representatives appointed by the Association and two (2) representatives appointed by the Board.
2. This Committee shall establish its own rules of operation.
3. This Committee shall review SCC's requests for exceptions to the Agreement, including those items incorporated by reference.
4. Both parties must approve exceptions to the Agreement.
5. Any exceptions to the Agreement shall not extend past the duration of the Agreement.

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date: _____

Tentative Agreement
 Union: *[Signature]*
 Employer: *AA UN*
 Date: 04-14-13

6. Unless otherwise specified by the Committee, all exceptions shall be renewed if all role groups at the school agree to continue them. The school shall submit a notification of renewal to the Committee.
7. If Bargaining Unit 5 members object to renewing an exception, they must go through the exception process before the request is submitted to the Committee.
8. If there are modifications to an exception, the role groups must go through the exception process before the request is submitted to the Committee.
9. The exceptions granted shall be applicable only to the school submitting the exception request.
10. Properly processed requests for exceptions granted by this Committee shall not be subject to the Grievance Procedure as provided for in the Agreement for the duration of the exception.

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

STATE OF HAWAII

HAWAII STATE TEACHERS ASSOCIATION

By: _____
 Bruce Voss
 Chairperson, Board of Education

By: _____
 Osa Tui, Jr.
 President

 Keith Hayashi
 Superintendent, Dept. of Education

 Ann Mahi
 Executive Director

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement
 Union: OPW
 Employer: HA
 Date: 04-14-23

APPENDIX IV

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 STATE OF HAWAII BOARD OF EDUCATION AND
 HAWAII STATE TEACHERS ASSOCIATION
 (TEACHER EVALUATION)**

*ER Counter Proposal to HSTA Proposal #06, Article VIII – Teacher Performance, Section B –
 Teacher Performance Evaluation System*

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

- Communicate expectations related to the performance evaluation for teachers;
- Outline the conditions for the state's successful implementation of a performance evaluation system; and,
- Ensure teachers' and their Union representatives' involvement in the continuous improvement of the performance evaluation system through a formal mechanism for collaboration between Association as the exclusive representative of teachers and the Employer.

The parties recognize and agree that teacher performance is critical to students' growth and development. Therefore, the evaluation of teachers' performance should provide information pertinent to professional improvement that increases teachers' effectiveness in facilitating student learning and growth, so that all students reach their aspirations from early learning through college, career, and citizenship;

The evaluation shall be implemented in accordance with relevant Hawaii Revised Statutes, Hawaii State Board of Education (Board) policies, Bargaining Unit 5 collective bargaining provisions and the Employer's guidelines, procedures and Standard Practices;

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 Union: OTHS CC
 Employer: BA CC
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23

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This agreement builds upon ongoing national research and practice and two years of piloting the evaluation components in Hawaii. In 2011-12, 18 Hawaii schools piloted components of a new evaluation design and 81 schools piloted components in 2012-13;

28

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30

The parties believe that our students and teachers deserve an effective education system which includes a quality performance evaluation system that provides teachers with formative feedback to inform practice and advance student learning;

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The parties agree that the evaluation system and personnel evaluations must be fair, transparent, equitable and comprehensive. The evaluation system must include orientation, training and supports for evaluation system participants including teachers being evaluated and administrators involved in producing teachers' evaluation rating, and follow up support as required;

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The parties recognize that in the process of education and learning there are factors affecting student achievement that are not within the control of the teacher to affect; and, that these factors, external to the school and classroom, may have a significant impact on teachers' effectiveness and student achievement;

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Performance evaluation is part of the Employer's Educator Effectiveness System (EES), a broader system of continuous improvement and effectiveness that addresses teacher recruitment, induction, mentoring, professional development, and retention. The performance evaluation provides data to support personalized professional growth;

45

46

The Employer and Association agree to the following statement of values, based on the National Education Association's principles of evaluation.¹

47

- The purpose of evaluation is to guide ongoing improvement and support.

¹ National Education Association, provided by Segun Eubanks to both parties on February 14, 2013

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(App ____)

Date:

Tentative Agreement

Union: DPWEmployer: OHDate: 04-14-23

Specifically, the process of evaluation must provide meaningful and actionable feedback linked to professional development.

- The evaluation process needs to be co-designed with teachers and their Union representatives.
- The evaluation design must include multiple, valid measures based on transparent teaching standards.
- Observations must be conducted by certified evaluators whose work is regularly calibrated.
- Evaluation systems must be adequately funded and staffed, and fully developed and validated.
- Evaluation systems must include adequate training and ongoing support for all teachers on the new systems, before findings are used to make any high stakes employment decisions.
- Teacher input is essential in determining performance and learning outcomes.

In addition, the Employer and Association recognize that multiple forms of professional development are critical to enhance teacher practice. Professional development has the greatest impact when there is sufficient time for professional learning to be job-embedded as part of an educator's workday.²

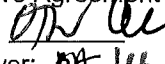
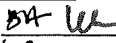
THEREFORE,

The Employer and Association agree that the provisions of this MOU are consistent with the provisions of the Collective Bargaining Agreement, 2021-2023. The following conditions and actions enable successful implementation of the performance evaluation statewide, effective July 1, 2021-3:

² Learning Forward, Standards for Professional Learning. Oxford, OH 2011

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Bargaining Unit 5
Employer Counter Proposal ____
(App ____)
Date:

Tentative Agreement
Union: 
Employer: 
Date: 04-14-23

79

80 1. Collaboration

81 a. The Hawaii Department of Education (Department) and Association agree to
82 form a joint committee that shall review the design, validity, and reliability of
83 the performance evaluation system for continuous improvement of design and
84 implementation necessary to meet the aspirations detailed within the
85 statement of values. The joint committee will provide recommendations for
86 adjustments or changes to the Superintendent of Education and the Hawaii
87 State Board of Education to improve the design and implementation.

88

89 b. The committee shall include key stakeholders and be composed of an equal
90 number of representatives selected by each party.

91

92 c. The joint committee shall meet at least twice a year.

93

94 d. The scope of the joint committee shall include, but shall not be limited to,
95 review of the following:

96 i. Equity on the evaluation design between classroom and non-classroom
97 teachers;

98 ii. Whether and how to differentiate the evaluation cycle for those teachers
99 rated as consistently effective and/or highly effective;

100

101 iii. Whether and how to include school-wide growth measures for all
102 teachers;

103 iv. Reclassification opportunities;

104

105 v. Method of calculating the summative evaluation rating;

106

107 vi. Supports including orientation, information, training and follow up
108 professional development related to evaluation;

109

110 vii. Timelines related to the evaluation system;

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 (App ____)
 Date: ____

Tentative Agreement

Union: *[Signature]*Employer: *[Signature]*Date: 04-14-13

111
 112 viii. Results of the evaluation system; and,
 113 ix. Other issues mutually agreed upon.

114 e. Teachers and their Association representatives will have ongoing opportunities
 115 to be involved in the design and implementation of the performance evaluation
 116 system. Teachers may be asked to participate in surveys, serve on workgroups
 117 and associated sub-committees; in addition, teachers may provide structured
 118 feedback through the relevant Association UniServ representative.

119 2. Measuring Effectiveness: Design and Implementation

120 a. The performance evaluation design meets the requirements of the Hawaii State
 121 Board of Education Policy 203-4 on Teacher Performance Evaluation. To meet
 122 the requirements of section 302A-638 of Hawaii Revised Statutes and Hawaii
 123 State Board of Education Policy 203-4 on Teacher Performance Evaluation, the
 124 evaluation process will be ongoing and produce an annual evaluation rating of
 125 each teacher's performance. The rating will be based on multiple measures.


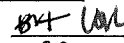
126
 127 b. The intent of the performance evaluation is to treat teachers fairly and
 128 equitably while recognizing that the bargaining unit includes teachers who are
 129 not based in a classroom and whose duties may not include direct instruction
 130 of students (e.g. curriculum coordinators, counselors, resource teachers). In
 131 accordance with Hawaii State Board of Education Policy 203-4, teachers'
 132 practice will be assessed based on their professional practice related to their
 133 duties and responsibilities and teachers' contribution to student learning and
 134 growth.

135
 136 c. The performance evaluation design will be based 50% on teacher practice and
 137 50% on student learning and growth. Each of these shall be determined using
 138 multiple measures.

139 1. Teacher practice will be determined by classroom observations
 140 or a working portfolio (for non-classroom teachers) and

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 Employer: 
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teachers' core professionalism.

2. Student learning and growth will be determined by multiple measures and within student learning objectives or school system improvement objectives (non-classroom teachers).

- d. The method of calculating the summative rating shall be determined before the start of the school year, and information about the method will be included in an evaluation manual and training.
- e. The performance evaluation will result in an annual rating of each teacher's performance. The rating will be on a four-point scale: highly effective, effective, marginal, and unsatisfactory.
- f. Each teacher's evaluation rating will be a part of their official evaluation record in their personnel file.
- g. Teachers shall have the opportunity to document concerns or additional context surrounding their professional evaluation in their official evaluation record.

4. Preparing and Supporting Evaluators

- a. Complex area capacity may be enhanced to provide schools with targeted support on the performance evaluation system. Specific positions may be allocated and dedicated to conduct trainings, track progress, and support evaluators on implementing the evaluation system in schools.
- b. Evaluators shall be trained on the overall evaluation system and specifically certified in the classroom observation protocol prior to initiating any formal classroom observations which will be used to determine a teacher's annual evaluation rating.
- c. Evaluators shall calibrate regularly to strengthen accuracy and inter-rater

Version 1


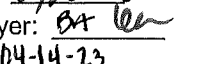
Bargaining Unit 5
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Date:

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Union: OTL
Employer: for
Date: 04-14-23

- 171 reliability according to the protocol of the observation tool.
- 172 5. Preparing and Supporting Teachers
- 173 a. Teachers shall be trained on the performance evaluation system:
- 174 i. By the first day of instruction for students, teachers will receive an
175 orientation to the performance evaluation system, including the tools,
176 process, performance criteria, method of calculating the annual
177 evaluation rating, and timelines. The first cycle of formal observations
178 shall not begin until these conditions are met. Teachers may receive
179 additional training as necessary to build the knowledge, understanding
180 and awareness of the performance evaluation system.
- 181
- 182 ii. Subsequent trainings are expected to focus on the application of the
183 performance evaluation system to identify data trends, derive insights,
184 adjust daily practice, and support broader instructional improvement
185 efforts.
- 186 iii. First year teachers may receive an additional day of training as an
187 orientation to the Department, instructional expectations and resource
188 supports.
- 189 b. Pursuant to an MOU between the Employer and Association on the
190 professional development time, every school will have dedicated time each
191 month as part of the teacher workday for teachers to participate in job-
192 embedded professional development. This time will be used for educators to
193 work and learn together on strategic priorities of the Board and Department.
- 194 c. School and complex area personnel shall provide targeted support around the
195 implementation of the performance evaluation system and achievement of
196 individual learning goals and objectives.
- 197 i. Each school has personnel, such as curriculum coordinators,
198 literacy/data coaches, technology coordinators, resource teachers,

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 Employer: 
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199 department heads and grade level chairs, whose job duties and
 200 responsibilities include support for teachers, the school's professional
 201 learning community, and student learning; these personnel are part of
 202 the system of support.

203 ii. Probationary teachers in their first and second year will be provided a
 204 dedicated teacher mentor in accordance with their complex area's
 205 induction and mentoring program and as required by Board Policy 204-
 206 1.

207 iii. Each complex area will contain identified teachers that serve as trained
 208 experts in the classroom observation model and student learning
 209 objectives. The skills of these trained teachers are resources for school-
 210 based support for teachers who request assistance or need support.
 211 These trained teachers shall not conduct formal observations that are
 212 used to determine the annual performance evaluation rating.

213 d. Teachers will have access to a searchable database of all available large scale
 214 professional development offered by the state office and complex areas within
 215 Department's data system as well as online courses and video modules. All of
 216 these supports will be searchable by the components within the data system
 217 related to the performance evaluation system.

218 e. All teachers will develop and maintain an individual professional development
 219 plan that identifies areas for targeted growth and learning of teachers and
 220 students. Completion of the learning opportunities within the plan will be
 221 considered a matter of professional responsibility. For teachers rated as
 222 marginal, the evaluator shall be responsible for leading development of the
 223 professional development plan.

224

225 6. Procedural Safeguards and Assurances

226 a. The performance evaluations are subject to Article VIII - Teacher
 227 Performance, including but not limited to:

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 Date:

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Union: *MTW*Employer: *AA 102*Date: 04-14-23

- i. All formal evaluations of teachers shall be in writing.
 - ii. No teacher shall be required to sign a blank or incomplete form.
 - iii. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - iv. The use of eavesdropping, public address-audio systems and similar devices for teacher evaluation shall be prohibited.
 - v. Upon completion of the final evaluation rating, the evaluator will review/discuss the evaluation with the teacher.
- b. The following provisions of Article VIII - Teacher Performance are further elaborated:
- i. The formal observation of a teacher's classroom practice contains a pre-observation conference, an observation, and a post-observation conference based on the documentation of the observation.
 - 1. A teacher shall be notified at least twenty-four (24) hours prior to pre-observation conversation before an observation commencing for purposes of performance evaluation.
 - 2. The expectation is that the evaluator provides feedback within a two-week period of conducting the observation, as recommended by best practice.
 - 3. Observations for summative evaluation purposes shall be conducted by Department Educational Officers.
 - ii. For salary increment purposes, tenured teachers in active service shall be assumed to have an effective rating for that school year unless

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Union: [Signature]Employer: [Signature]Date: 04-14-20

specifically rated less than effective based on the documentation and process outlined in this MOU. Teachers for whom this applies may provide documentation within the evaluation record, as specified in Item 6 (e) below.

c. An administrator from the teacher's school or administrative office shall determine the final summative rating.

d. Individual teachers shall be provided an opportunity to document concerns or additional context surrounding their professional evaluation with their official evaluation record for their personnel file.

e. Pursuant to the MOU between the Employer and Association, tenured teachers rated as marginal may seek an expedited appeal.

7. The Department will provide the joint committee the results of a systematic review of the evaluation design and implementation prior to the start of each school year. Prior to the start of the school year, the joint committee shall provide recommendations for amendments or changes to the Superintendent of Education and Board of Education.

8. This Memorandum of Understanding may be modified by mutual agreement of the Employer and the Association. The MOU shall expire on June 30, 2023.

STATE OF HAWAII

HAWAII STATE TEACHERS ASSOCIATION

By: _____
 Bruce Voss
 Chairperson, Board of Education

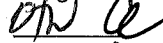
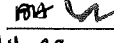
By: _____
 Osa Tui, Jr.
 President

 Keith Hayashi
 Superintendent, Dept. of Education

 Ann Mahi
 Executive Director

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

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 Union: 
 Employer: 
 Date: 04-14-23

*ER Counter Proposal to HSTA Proposal #06, Article VIII – Teacher Performance, Section F –
 Expedited Appeals Process*

APPENDIX

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF HAWAII

BOARD OF EDUCATION AND

HAWAII STATE TEACHERS ASSOCIATION

(EXPEDITED APPEALS PROCESS)

This Memorandum of Understanding (“MOU”) is entered into this 1st day of July 2023, by and between the State of Hawai‘i, the Hawai‘i State Board of Education (“Board”), the Hawai‘i State Department of Education (“Department”) (hereinafter collectively, the “Employer”), and the Hawai‘i State Teachers Association (“Association”).

An expedited evaluation appeals procedure for tenured teachers rated Marginal shall be used instead of Steps 1 and 2 of the grievance procedure, Article V, for performance evaluations only. An appeal may only be made for the overall evaluation rating of Marginal.

Under the expedited evaluation appeals procedure, a tenured teacher may submit an appeal of an overall evaluation rating of Marginal to the designated Evaluation Appeals Panel (“Panel”), which will be comprised of a panel of four (4) individuals trained in the evaluation process, as appropriate: two (2) selected by the Association and two (2) selected by the Department. In the preparation of the appeal, the Association may assist the teacher and the Department may assist the evaluator, provided that only the teacher and the evaluator may address the Panel.

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 Employer: OTW
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The role and responsibility of the Panel is to: (1) review the case to determine if the evaluation procedures were properly applied and administered, and (2) review the case to determine if there is sufficient documentation to support the evaluation rating. The Panel may consider additional evidence, as it deems appropriate. A decision to uphold the appeal requires a vote of at least three (3) members of the Panel. In the case where the Panel has upheld the appeal, the Panel will determine the final rating. In the case where the panel denies an appeal, the original evaluation rating shall stand.

The appeal request must be submitted in a timely manner within fifteen (15) days of receiving the annual evaluation rating. The review shall be conducted in an expedited manner no later than July 15, and a decision shall be rendered within fifteen (15) days after the hearing. Deadlines may be extended by mutual agreement of the Department and the Association.

The Association may take the panel's decision directly to arbitration, according to the provisions of Article V. The parties shall not have the right to present different allegations, facts, evidence, and arguments in arbitration than those presented to the appeals panel.

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

STATE OF HAWAII

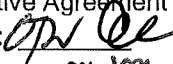
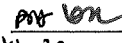
HAWAII STATE TEACHERS
ASSOCIATION

By: _____
 Brenna Hashimoto
 Chief Negotiator

By: _____
 Osa Tui, Jr.
 President

Version 1

Bargaining Unit 5
Employer Counter Proposal ____
(App ____)
Date:

Tentative Agreement
Union: 
Employer: 
Date: 04-14-23

Bruce D. Voss
Chairperson, Board of Education

Ann Mahi
Executive Director

Keith T. Hayashi
Superintendent, Department of Education

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 Date:

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 Union: OPU
 Employer: B24
 Date: 04-14-23

ER Counter Proposal to HSTA Proposal #13, Article XX – , (new) Section P – Supplementary Pay

APPENDIX

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF HAWAII

BOARD OF EDUCATION AND

HAWAII STATE TEACHERS ASSOCIATION

(SUPPLEMENTARY PAY)

This Memorandum of Understanding ("**MOU**") is entered into this 1st day of July [2021] **2023**, by and between the State of Hawai'i, the Hawai'i State Board of Education, the Hawai'i State Department of Education ("Department") (hereinafter collectively, the "Employer"), and the Hawai'i State Teachers Association ("**Association**").

Effective the first day of the [2021-2022] **2023-2024** school year, the supplementary pay schedules shall be as follows:

1. Athletic Coaches who are Bargaining Unit 05 members shall receive the amounts specified in HRS 302A-633.6.
2. Assistant Athletic Directors who are Bargaining Unit 05 members shall receive [\$1390] **\$2,100**.
3. Directors of performing high school bands or orchestras shall receive [\$3750] **\$5,600**.

Version 3

Bargaining Unit 5
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 Date:

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 Union: OPC
 Employer: AW
 Date: 04-14-12

- 24 4. Directors of performing intermediate or middle school bands or orchestras shall
 25 receive [~~\$1875~~] **\$2,800**.
- 26 5. Department and Grade Level Chairpersons of large schools as defined in the
 27 Standard Practices shall receive [~~\$1295~~] **\$1,900**.
- 28 6. ~~Department and Grade Level Chairpersons of small schools as defined in the~~
 29 ~~Standard Practices shall receive \$1045.~~
- 30 7. Drama Coaches (excluding Learning Center Drama Coordinators) shall receive
 31 [~~\$1000~~] **\$1,500**.
- 32 8. Librarians [~~shall receive \$1295 per year if they~~] **who** are in compliance with the
 33 July 3, 1997 Superintendent's memorandum regarding Librarian Differential and
 34 Library Readiness **shall receive \$1,900 per year**.
- 35 9. Directors of performing chorus or choral groups shall receive [~~\$1000~~] **\$1,500** per
 36 year.
- 37 10. Vocational Agricultural Teachers with large farms shall receive [~~\$1295~~] **\$1,900** per
 38 year.
- 39 11. Vocational Agricultural Teachers with small farms shall receive [~~\$1000~~] **\$1,500**
 40 per year.
- 41 **12. Mentor Teachers shall receive the following stipend amounts and payments**
 42 **pursuant to the Department's annual memorandum on Mentor Teacher**
 43 **Stipends, as applicable, and subject to the availability of Title II funds:**

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 Union: [Signature]
 Employer: [Signature]
 Date: 04-14-23

a. First year Mentor Teachers--\$750 per School Year

b. Second year and beyond Mentor Teachers--\$1,000 per School Year

This [~~Memorandum of Understanding~~] MOU may be modified by mutual agreement of the Employer and the Association. This MOU shall expire on June 30, [2023] 2027.

STATE OF HAWAII

HAWAII STATE TEACHERS
ASSOCIATION

By: _____
 Brenna Hashimoto
 Chief Negotiator

By: _____
 Osa Tui, Jr.
 President

 Bruce D. Voss
 Chairperson, Board of Education

 Ann Mahi
 Executive Director

 Keith T. Hayashi
 Superintendent, Department of Education

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement
 Union: [Signature]
 Employer: [Signature]
 Date: 04-14-23

*ER Counter Proposal to HSTA Proposal #06, Article VIII – Teacher Performance, Section H –
 Licensing Fees*

APPENDIX

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF HAWAII

BOARD OF EDUCATION AND

HAWAII STATE TEACHERS ASSOCIATION

(LICENSING FEES)

This Memorandum of Understanding (“MOU”) is entered into this 1st day of July 2023, by and between the State of Hawai‘i, the Hawai‘i State Board of Education, the Hawai‘i State Department of Education (hereinafter collectively, the “Employer”), and the Hawai‘i State Teachers Association (“Association”).

The Employer shall pay to the Hawaii Teacher Standards Board (“HTSB”) the annual license fees (“Licensing Fee”) for all tenured teachers, provided:

- 1) the teacher submitted a request to the HTSB to have the Employer pay the Licensing Fee on or before the date the Licensing Fee is due, and
- 2) the last evaluation rating received prior to the year in which the Licensing Fee is due is "effective" or "highly effective", pursuant to Article VIII.

Should either or both of the above two conditions not be met, the teacher is responsible for payment of the Licensing Fee, along with any late fees or penalties that may be assessed by the HTSB, and the Employer will not be responsible for the payment.

Version 1

Bargaining Unit 5
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 Union: *[Signature]*
 Employer: *[Signature]*
 Date: 04-14-23

For purposes of administering the payment of the Licensing Fee in accordance with this Appendix, a year will be defined as July 1st to June 30th. The Employer shall pay one Licensing Fee per teacher during this period.

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

STATE OF HAWAII

HAWAII STATE TEACHERS
ASSOCIATION

By: _____
 Brenna Hashimoto
 Chief Negotiator

By: _____
 Osa Tui, Jr.
 President

 Bruce D. Voss
 Chairperson, Board of Education

 Ann Mahi
 Executive Director

 Keith T. Hayashi
 Superintendent, Department of Education

Version 2

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement
 Union: [Signature]
 Employer: [Signature]
 Date: 04-14-23

ER Counter Proposal to HSTA Proposal #17, (New) Article – English Learner (EL) Committee

APPENDIX ____

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF HAWAII

BOARD OF EDUCATION AND

HAWAII STATE TEACHERS ASSOCIATION

(ENGLISH LEARNER (EL) COMMITTEE)

This Memorandum of Understanding ("**MOU**") is entered into this 1st day of July [2021] **2023**, by and between the State of Hawai'i, **the Hawai'i State** Board of Education, **the Hawai'i State Department of Education ("Department")** (hereinafter collectively, the "**Employer**"), and the Hawai'i State Teachers Association ("**Association**").

The parties agree to [establish] **maintain** an English Learner ("EL") Committee ("**Committee**") [as a pilot for school years 2021-2022 and 2022-2023]. The [committee] **Committee** shall be comprised of no more than [two (2)] **five (5)** representatives appointed by the [DOE] **Department** and no more than [two (2)] **five (5)** teacher representatives appointed by the Association, plus one (1) union staff and one (1) [DOE] **Department** state office resource person.

[This committee] **The Committee** shall meet not less than two (2) times each school year for the purpose of fact-finding and problem-solving operational and working condition concerns for teachers assigned EL students.

Recommendations that may be made by [this committee] **the Committee** shall be

Version 2

Bargaining Unit 5
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 (App ____)
 Date:

Tentative Agreement
 Union: [Signature]
 Employer: Ann
 Date: 04-14-23

24 presented to the Superintendent for consideration.

25 This [Memorandum of Understanding] **MOU may be modified by mutual agreement of**
 26 **the Employer and the Association. This MOU** shall expire on June 30, [2023] **2027**.

27

28 STATE OF HAWAII

HAWAII STATE TEACHERS
 ASSOCIATION

29

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31

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33 By: _____
 34 Brenna Hashimoto
 35 Chief Negotiator

By: _____
 Osa Tui, Jr.
 President

36

37

38

39

40 _____
 41 Bruce D. Voss
 42 Chairperson, Board of Education

43

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Keith T. Hayashi
 Superintendent, Department of Education

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement
 Union: ATW
 Employer: BOE
 Date: 04-14-23

1 *ER Counter Proposal to HSTA Proposal #22 (re Student Discipline Workgroup)*
 2

3 **APPENDIX ____**

4 **MEMORANDUM OF UNDERSTANDING**

5 **BETWEEN**

6 **STATE OF HAWAII**

7 **BOARD OF EDUCATION AND**

8 **HAWAII STATE TEACHERS ASSOCIATION**

9 **(STUDENT DISCIPLINE WORKGROUP)**
 10

11 WHEREAS, this Memorandum of Understanding (MOU) is entered into this first day of
 12 July 2023, by and between the State of Hawai‘i, the Hawaii State Board of Education, the Hawai‘i
 13 State Department of Education, (Department) (hereinafter collectively the “Employer”), and the
 14 Hawai‘i State Teachers Association (Association).

15 WHEREAS, research and recommended practices surrounding student discipline in
 16 schools have shifted in recent years, the parties believe there is a need to incorporate models of
 17 restorative practice in student behavior management.

18 NOW THEREFORE, in school year 2023-2024, the parties agree to form a Student
 19 Discipline Workgroup (the “Workgroup”) of no more than five (5) representatives appointed by
 20 the Department and no more than five (5) teacher representatives appointed by the Association.

21 The Workgroup shall meet not less than ~~four (4)~~ two (2) times to consider recommendations
 22 for revisions to Article XI - Student Discipline and any related student discipline policies and
 23 procedures.

Version 1

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement
 Union: [Signature]
 Employer: [Signature]
 Date: 04-14-23

Recommendations made by the Workgroup shall be presented to the Superintendent and Board of Education no later than December 2024 for ~~future implementation~~ consideration.

STATE OF HAWAII

HAWAII STATE TEACHERS
ASSOCIATION

By: _____
 Brenna Hashimoto
 Chief Negotiator

By: _____
 Osa Tui, Jr.
 President

 Bruce D. Voss
 Chairperson, Board of Education

 Ann Mahi
 Executive Director

 Keith T. Hayashi
 Superintendent, Department of Education

1 HSTA April 11, 2023 Amended Proposal #21 Leave and Transfer
2 *New MOU*

3
4 **MEMORANDUM OF UNDERSTANDING**
5 **BETWEEN**
6 **STATE OF HAWAII**
7 **BOARD OF EDUCATION**
8 **AND**
9 **HAWAII STATE TEACHERS ASSOCIATION**
10 **(TEACHER TRANSFER PROGRAM WORKGROUP)**
11

12 This Memorandum of Understanding is entered into this 1st day of July 2023 by and
13 between the State of Hawaii, Board of Education, and the Hawaii State Teachers
14 Association.

15
16 The workgroup shall be comprised of no more than five (5) representatives appointed
17 by the DOE and no more than five (5) representatives appointed by the Association.
18 This workgroup shall meet not less than two (2) times each school year for the purpose
19 of developing a pilot transfer program.
20

21 The Teacher Transfer Program Workgroup topics shall include but not be limited to:

- 22 • Exploring ways to improve the teacher transfer process;
23 • Exploring year-round vacancy postings and transfer opportunities;
24 • Exploring increased transfer opportunities for probationary teachers.
25

26 A recommendation will be made by this workgroup and presented to the
27 Superintendent and the Hawaii State Teachers Association for consideration.
28

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

Version 4

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement
 Union: *HTA*
 Employer: *SH*
 Date: 04-14-23

ER Counter Proposal to HSTA Amended Proposal #20 (amended April 3, 2023) re CTE & Hawaiian Education Workgroups

APPENDIX ____

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF HAWAII

BOARD OF EDUCATION AND

HAWAII STATE TEACHERS ASSOCIATION

(SPECIAL WORKGROUPS

CAREER AND TECHNICAL EDUCATION (CTE) & HAWAIIAN EDUCATION)

This Memorandum of Understanding is entered into this 1st day of July 2023 by and between the State of Hawaii, Board of Education, and the Hawaii State Teachers Association on behalf of teachers working in the area of Career and Technical Education (CTE) and Hawaiian Education.

Whereas, the parties recognize the need to attract and retain high-quality teachers in the area of Career and Technical Education (CTE) and Hawaiian Education.

Whereas, some teachers may not have a bachelor's degree and/or State Approved Teacher Education Program (SATEP) and are employed under a standard limited license in CTE, CTE permit, or Hawaiian permit status from the Hawaii Teachers Standards Board (HTSB).

Therefore, the parties agree to the following:

1. Teachers employed under a Standard Limited License in CTE, a CTE Permit, or a Hawaiian Permit:

- a. All teachers are covered by the Bargaining Unit 05 (BU05) Agreement.

Version 4

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement

Union: OPWEmployer: HPEDate: 04-14-23

- 25 b. Teachers shall be employed under a Temporary Teaching Appointment Agreement
- 26 (TTAA) until such time they have completed their SATEP requirements or in the
- 27 case of those holding a Standard Limited License in CTE, complete probation and
- 28 become tenured.

- 29 c. Teachers with a CTE permit or Hawaiian permit do not earn probation.

- 30 d. Teachers with a standard limited license may earn probation toward tenure.

- 31 e. Teachers shall not be placed in any other position than the one for which they hold
- 32 a Standard Limited License in CTE, a CTE Permit, or Hawaiian Permit.

- 33 f. Teachers shall be placed on the salary schedule as follows:
- 34 i. Teachers entering with or without a Bachelor's degree and without a
- 35 SATEP shall be paid at the salary designated for Class II, step 4 (instructor).
- 36 ii. Teachers entering with a Master's degree but without a SATEP, shall be
- 37 paid at the salary designated for Class III, step 4 (instructor).
- 38 iii. Teachers entering with a Doctorate degree but without a SATEP, shall be
- 39 paid at the salary designated for Class VII, step 4 (instructor).
- 40 iv. Teachers entering without a Bachelor's degree with a SATEP, shall be paid
- 41 at the salary designated for Class II, step 5.

- 42 g. Teachers with a standard limited license, CTE permit or Hawaiian Permit shall be
- 43 eligible to be reappointed to their positions provided no tenured staff reduced or
- 44 unassigned probationary CTE or teacher of Hawaiian Education requires
- 45 reassignment.

- 46 h. Teachers without a Bachelor's degree shall be eligible for teacher reclassification
- 47 using the same procedures as other BU05 employees.

- 48 i. Should a teacher successfully obtain a standard, limited standard, or advanced
- 49 license they will be placed in the appropriate class and step of the salary schedule
- 50 for teachers who have completed a SATEP.

Version 4

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement

Union: OTWEmployer: ATDate: 04-14-23

2. The Career and Technical Education (CTE) Workgroup

The Career and Technical Education (CTE) programs are a critical part of the career pathway system. Implementing high quality CTE programs ensure students attain the high level academic and technical skills needed to allow for a seamless transition from secondary to postsecondary education as well as a satisfying career. Development and implementation of a robust CTE program requires individuals from business and industry to enter the teaching workforce.

In the best interests of students, the parties have a shared interest to recruit and retain qualified professionals for all CTE programs, bringing the necessary academic, career, and technical skills into the classroom. To accomplish this, the parties agree to the following:

- A. The parties agree to develop a Career and Technical Education (CTE) Workgroup of no more than five (5) representatives appointed by the DOE and no more than five (5) teacher representatives appointed by the Association.
- B. This workgroup shall meet not less than two (2) times each school year for the purpose of fact-finding and problem-solving operational and working condition concerns for teachers assigned in Career and Technical Education (CTE).
- C. Recommendations made by this workgroup shall be presented to the Superintendent for consideration.

3. Hawaiian Education Workgroup

The State Constitution of Hawai'i recognizes Hawaiian as one of two official state languages. The state constitution also mandates the Department of Education to promote the study of Hawaiian culture, language, and history. The Office of Hawaiian Education was established in 2015 to support Ka Papahana Kaiapuni Hawaii, Hawaiian Language Immersion, and Hawaiian education.

It is in the best interests of students to attract and retain teachers to our Ka Papahana Kaiapuni Hawaii, Hawaiian Language Immersion, and Hawaiian education programs who have the best Hawaiian cultural and language expertise. To accomplish this, the parties agree to the following:

Version 4

Bargaining Unit 5
 Employer Counter Proposal ____
 (App ____)
 Date:

Tentative Agreement

Union: *[Signature]*Employer: *[Signature]*Date: 04-14-23

- 79 A. The parties agree to develop a Hawaiian Language Workgroup of no more than
 80 five (5) representatives appointed by the DOE and no more than five (5) teacher
 81 representatives appointed by the Association.
- 82 B. This workgroup shall meet not less than two (2) times each school year for the
 83 purpose of fact-finding and problem-solving operational and working condition
 84 concerns for teachers assigned in Hawaiian Education. Topics of discussion may
 85 include but not be limited to:
- 86 1. Equitable funding and salary;
 87 2. Staffing shortages;
 88 3. Training and professional development;
 89 4. Technology and educational resources;
 90 5. Equitable access to Hawaiian language for all students; and
 91 6. Equitable access to Ka Papahana Kaiapuni Hawaii education for all
 92 students.
- 93 C. Recommendations made by this workgroup shall be presented to the
 94 Superintendent for consideration.
- 95 This Memorandum of Understanding shall expire on June 30, 2027.

1 *New MOU*

2 **MEMORANDUM OF UNDERSTANDING**
3 **BETWEEN**
4 **STATE OF HAWAII**
5 **BOARD OF EDUCATION**
6 **AND**
7 **HAWAII STATE TEACHERS ASSOCIATION**
8 **(EXTENDED EMERGENCY SCHOOL CLOSURES)**

9 This Memorandum of Understanding is entered into this 1st day of July 2023, by and
10 between the State of Hawaii, Board of Education and the Hawaii State Teachers
11 Association.

12 In a shared concern to provide stability at schools, minimizing learning loss associated with
13 school closure, the parties mutually agree to a Pilot Program to address Extended
14 Emergency School Closures beginning the 2023-2024 school year, through and including
15 the 2026-2027 school years.

16
17 The following is agreed to and supersedes Article X - Teacher Protection, Section G. All
18 other provisions of Article X and existing guidelines not addressed in this pilot program
19 shall remain in effect.

20
21 **1. Emergency School Closures**

22 This Pilot Program shall only be implemented when schools are closed for extended
23 periods of time, and shall be triggered only when the closure is anticipated to be in
24 excess of one (1) school day.

25
26 Should the school closure be for one (1) day or less, teachers shall not be required
27 to remain at, nor report to, said schools. Teachers shall, at the discretion of the
28 principal, use the time for teacher-initiated preparation or professional development.

29
30 **2. Emergency Identification**

31 The school administration shall immediately notify staff once it is determined a
32 school will be closed for the following reasons:

- 33 a. A large-scale event such as a hurricane or storm for which state and county
34 emergency management authorities determine the necessity of a school
35 closure;
36

b. A local emergency or man-made problem such as a water main break that would prevent a school from safely operating, for which school principals working in tandem with the complex area superintendents will determine whether a school needs to be closed.

c. Any imminent situation which may jeopardize the health and safety of Teachers and students

Once the school administration consults with the Superintendent or its designee and a plan of action is determined, the Department shall notify the HSTA of the response.

3. Timelines and Procedures

a. Should the school closure be for two (2) days, at the direction of their principal, teachers may be required to participate in professional development or administration directed meetings. Teachers shall have the option to participate virtually.

b. Upon the determination that the school closure shall last for a period longer than two (2) school days, the Superintendent or their designee, shall notify and consult the Union of any anticipated changes, including a plan to pivot to an alternative instructional mode. The Department shall ensure regular updates on the resolution of the emergency situation are provided to Teachers and the HSTA.

4. Alternative Instructional Modes

Should a Teacher be required to pivot to an alternative instructional mode, the teacher's principal shall ensure that the teacher has, at minimum, one (1) day of preparation time to develop the necessary lesson plans and other materials required to implement alternative instructional modes. Additionally, principals shall ensure that teachers are provided with the requisite equipment and associated resources to execute instruction via alternative modes. Any teacher not able to pivot to alternative modes of instruction pursuant to a principal's instruction, shall maintain communication with their principal, to the extent they are able, providing an explanation for their inability to pivot. A teacher shall not be required to utilize personal leave, limited to the duration of the school closure, should extenuating circumstances related to the emergency prevent them from performing any duties pursuant to this provision, as determined by the Department.

5. Emergency Resolution

In cases where schools have implemented alternative instructional modes for more than 10 school days, once the emergency has been resolved, and school(s) are prepared to reopen, Teachers shall be provided a minimum of one-half day to pivot back to in-school instruction.

In the event of extraordinary circumstances, which require deviations from this MOU, the Association and Employer may examine the situation and mutually agree to exceptions. This Memorandum of Understanding shall expire on June 30, 2025 and may be renewed by mutual agreement of the parties.

1
2 HSTA April 11, 2023 Amended Proposal #21 Leave and Transfer
3 *New MOU*
4

5 **MEMORANDUM OF UNDERSTANDING**
6 **BETWEEN**
7 **STATE OF HAWAII**
8 **BOARD OF EDUCATION**
9 **AND**
10 **HAWAII STATE TEACHERS ASSOCIATION**
11 **(LEAVE WORKGROUP)**
12

13 This Memorandum of Understanding is entered into this 1st day of July 2023 by and
14 between the State of Hawaii, Board of Education, and the Hawaii State Teachers
15 Association.

16 Whereas, the parties recognize that leave is an important employee benefit that
17 contributes to employee wellness and a healthy workplace; and

18 Whereas, the parties recognize there may be opportunities to improve the processes
19 and procedures related to teachers' leave benefits.

20 Now therefore, in school year 2023-2024, the parties agree to form a Leave Workgroup
21 of no more than five (5) representatives appointed by the DOE and no more than five
22 (5) teacher representatives appointed by the Association.

23 This workgroup shall meet not less than two (2) times to consider recommendations for
24 revisions and improvements to the sick leave and other related leave processes and
25 procedures.


26
27 Recommendations made by this workgroup shall be presented to the Superintendent and
28 Hawaii State Teachers Association no later than December 2024 for consideration.
29

30 This Memorandum of Understanding shall expire on June 30, 2027.
31
32
33
34

HSTA and State of Hawaii

Unit 05

Tentative Agreement

Union Employer Employer 

Employer _____

Date 04-14-23

LETTER OF COMMITMENT

I have listened to and appreciated the meaningful discussions and deliberations with the Hawaii State Teachers Association (HSTA) and the Hawaii Department of Education (HIDOE) during contract negotiations for the 2023 successor collective bargaining agreement.

Through these discussions, I have come to appreciate and recognize the need to address a number of issues of concern to HSTA and its members.

I have had discussions with the Governor's representatives and the Board of Education over these concerns and how clarification would be beneficial to help achieve key elements within our 2023-2029 strategic plan.

Therefore, I will ensure the following memos will be issued under my authority as the State's chief executive officer of its Statewide public school system.

- Clarification regarding the procedures for administrators to authorize recall pay to be officially recalled to duty, to perform work outside the 7-hour work day for a full-day or half-day.
- Clarification regarding the end-of-year procedures and tasks, including teachers' last work day and report card printing and distribution.
- Clarification regarding the implementation of school-based budgeting process, including training on the budgeting process.
- The HIDOE's commitment to continue to reissue and maintain an Employee Assistance Program, subject to the availability of funding.