



HAWAII STATE TEACHERS ASSOCIATION

Teaching Today for Hawaii's Tomorrow

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January 26, 2021

Via Email
Ms. Jarnett Lono
Personnel Director
State of Hawaii
Department of Education
Employee Relations Branch
Jarnett.Lono@k12.hi.us

Dear Ms. Lono:

Re: Teacher Assignment and Transfer Program, Staff Reduction for State Office Teachers

During recent discussions with the Hawaii Department of Education (HIDOE) regarding the 2021 Teacher Assignment and Transfer Program (TATP) the parties discussed the status of the 2010 Memorandum of Understanding - Clarification of Staff Reduction for State Office Teachers (2010 MOU).

This letter confirms the Hawaii State Teacher Association (HSTA) has no objection to the HIDOE's plan to continue to follow and apply the 2010 MOU to staff reductions occurring for state office teachers.

The HSTA reserves its right to continue comment should there be further questions and/or concerns, with the understanding that it does not in any way negate the collective bargaining rights of bargaining unit 05 employees.

Sincerely,

Andrea Eshelman
Deputy Executive Director

C: Dr. Christina M. Kishimoto, Superintendent
Phyllis Unebasami, Deputy Superintendent
Dr. Cynthia A. Covell, Assistant Superintendent, Office of Talent Management (OTM)
Kerry Tom, Director, Personnel Management Branch, OTM
Merlene Akau, Director, Personnel Assistant Branch, OTM

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(Clarification of Staff Reduction for State Office Teachers)**

This Memorandum of Understanding, hereinafter MOU, is entered into this 27th day of February 2010, by and between the State of Hawaii, Department of Education, hereinafter DOE, and the Hawaii State Teachers Association, hereinafter HSTA.

WHEREAS, the purpose of this MOU is to incorporate the handling and implementation of State Office Teacher staff reductions into the current "2005 Staff Reduction Guidelines for Certificated Personnel" and Article VII – Assignments and Transfers, Section E. Staff Reductions; and

WHEREAS, the State Office Teacher staff reductions is silent and is not specifically addressed in the current "2005 Staff Reduction Guidelines for Certificated Personnel" and Article VII – Assignments and Transfers, Section E. Staff Reductions; and

WHEREAS, the current "2005 Staff Reduction Guidelines for Certificated Personnel" has been the agreed upon governing document on staff reductions since its initial creation in Memorandum dated November 2, 1971, "Staff Reductions Guidelines," and the "1977 Staff Reduction Guidelines for Certificated Personnel;" and

WHEREAS, the Article VII – Assignments and Transfers, Section E. Staff Reductions, has been negotiated and implemented since the second (2nd) Unit 5 Collective Bargaining Agreement for the duration of March 1, 1975 through February 28, 1978, which has remained in effect.

NOW THEREFORE, the parties agree to the following:

1. It is understood by the parties that for the purpose of staff reduction of State Office Teachers, the "2005 Staff Reduction Guidelines for Certificated Personnel" and Article VII – Assignments and Transfers, Section E. Staff Reductions, shall be the governing documents for State Office Teacher staff reductions.
2. For purposes of State Office Teacher staff reductions, the State Offices shall be considered as a separate district.
3. Each State Office shall be considered as a school within the State Office District. The following shall be the established schools within the State Office District:
 - a. Office of Information Technology Services (OITS);

- b. Office of Curriculum, Instruction and Student Support (OCISS);
 - c. Office of Human Resources (OHR);
 - d. Office of Fiscal Services (OFS);
 - e. Hawaii Center for the Deaf and the Blind (HCD&B);
 - f. Office of School Facilities and Support Services (OSFSS); and
 - g. Office of the Superintendent.
4. Although the Hawaii Center for the Deaf and the Blind (HCD&B) is under the administration of OCISS, it shall be considered as a separate school for the purposes of staff reductions.
5. All State Offices, except for OCISS, shall be treated as Elementary Schools for the purposes of staff reductions.
6. OCISS and District Offices shall be treated as Secondary Schools for the purposes of staff reductions.
7. The process for implementing State Office Staff reductions will follow the current "2005 Staff Reduction Guidelines for Certificated Personnel":
- a. The State Personnel Regional Officer (PRO) is responsible for reassigning State Office staff reduced tenured teachers within their own district. If reassignment within the district is not possible, then these tenured teachers will be considered for placement in another district.
 - b. A State Office tenured teacher who is staff reduced or affected by other administrative action may submit, if he/she so desires, a preferred list of not more than three (3) schools, three (3) geographic areas within his/her district or other districts, to his/her District Personnel Regional Officer within seven (7) calendar days.
 - c. If preference of placement is in another district, the tenured teacher is to be considered after all unassigned tenured teachers in that district have been placed.
 - d. A State Office tenured teacher shall be placed in a vacant position for which they are licensed in another district, if available and after all unassigned tenured teachers in that district have been placed, prior to the first posting. If a vacant position for which the teacher is licensed is not available prior to the first posting, the State Office tenured teacher shall be placed in a vacant position for which they are licensed in subsequent postings.
 - e. Every reasonable attempt shall be made to place such a displaced tenured teacher in one of his/her preferred areas if vacancies are available, but if the teacher fails to accept any bona fide offer made by

- the Department by May 1 of any school year, the Department shall have the right to assign such teacher to an appropriate vacancy.
- f. Staff reduced or district unassigned tenured teachers may participate in the Teacher Assignment and Transfer Program. A consummated voluntary transfer cancels a district placement and terminates any school or district reassignment or retreat rights.
 - g. Staff reduced State Office tenured teachers shall be reassigned to their original State Office based on priority category and seniority.

This Memorandum of Understanding shall expire on June 30, 2011.

Garrett M. Toguchi 4/17/10
 Garrett M. Toguchi Date
 Chairperson
 Board of Education

Jim Williams 2/21/10
 Jim Williams Date
 Interim Executive Director
 Hawaii State Teachers Association

Kathryn S. Matayoshi 4-7-10
 Kathryn S. Matayoshi Date
 Interim Superintendent
 Department of Education

Wil Okabe 2/21/10
 Wil Okabe Date
 President
 Hawaii State Teachers Association

Marie C. Laderta 3/25/10
 Marie C. Laderta, Director Date
 Department of Human Resources
 Development and
 Chief Negotiator, Office of Collective
 Bargaining

APPROVAL AS TO FORM:

John E. Halverson
 Deputy Attorney General

Memorandum of Understanding
 Between the DOE and HSTA
 (Clarification of Staff Reduction for State Office Teachers)