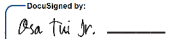
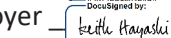


Union  _____

Union  _____

Employer  _____

Employer  _____

Date 7/22/2022 4:52 PM HAST

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

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

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

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

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

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

NOW THEREFORE, the parties agree to the following:

Tentative Agreement

Union *Bria Tui Jr.*

Union *Wilbert Holck*

Employer *Roger S. Wanda*

Employer *Keetha Prayashi*

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

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

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

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

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

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

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

Tentative Agreement

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Union DocuSigned by: *Wilbert Holck* _____
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Employer DocuSigned by: *Roger S. Wada* _____
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Employer DocuSigned by: *Kathie Nagasaki* _____
072916247207105

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

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

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

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

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

Tentative Agreement

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Union DocuSigned by: Wilbert Holck _____

Employer DocuSigned by: Roger S. Wade _____

Employer DocuSigned by: Keitha Kapaeski _____

Date 7/22/2022 | 4:32 P.M. HAST

throughout the school year should be repurposed for heightened focus on core strategic priorities, through use of other administration directed time, including student shortened days, six (6) teacher preparation periods per semester, a portion of the two administrator days at the beginning of the school year, and any other appropriate time that may be available during the teachers’ work days.

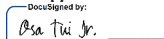
Salaries for 10-Month Teachers


- 3. Effective the first working day of the first semester of the 2022-2023 school year the BU 5 10-month salary schedule designated as Exhibit B in Article XX shall be applicable so as to reflect additional compensation for working an additional twenty-one (21) hours contiguous to the teacher's work day during school year 2022-2023, and earned at the daily rate of pay.
 - a. Following 3. above, employees shall be placed on the corresponding step and class of Exhibit B (shaded-gray rows that include the twenty-one (21) hours).
- 4. Subject to the approval of the respective legislative bodies and effective the first working day of the second quarter of the 2020-2021 school year the BU 5 10-month salary schedule designated as Exhibit B in Article XX shall be amended to reflect additional compensation for working an additional twenty-one (21) hours contiguous to the teacher's work day, and earned at the daily rate of pay. This amended salary schedule shall be designated as Exhibit B. The salary schedule designated as Exhibit B shall be effective through and including June 30, 2023.
 - a. Following 4. above, employees shall be placed on the corresponding step and class of Exhibit B (shaded-gray rows that include the twenty-one (21) hours).

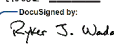
Salaries for 12-Month Teachers


- 5. Effective July 1, 2022, the BU 5 12-month salary schedule designated as Exhibit BB in Article XX shall be applicable so as to reflect additional compensation for working an additional twenty-one (21) hours contiguous to the teacher's work day during school year 2022-2023, and earned at the daily rate of pay.
 - a. Following 5. above, employees shall be placed on the corresponding step and class of Exhibit BB (shaded-gray rows that include the twenty-one (21) hours).

Tentative Agreement

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

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

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

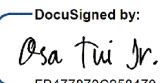
If any conflict exists between the terms of this Memorandum and the 2021-2023 Agreement, the provisions of this Memorandum shall control.

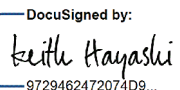
This Memorandum of Understanding shall expire on June 30, 2023.

STATE OF HAWAII

HAWAII STATE TEACHERS ASSOCIATION

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

By:  _____
Osa Tui, Jr.
President

 _____
Keith T. Hayashi
Superintendent, Dept. of Education

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Wilbert Holck
Executive Director

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