



Tentative Agreement between the Hawai'i State Teachers Association, State of Hawai'i and Board of Education

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On April 14, 2023, the Hawai'i State Teachers Association (HSTA), State of Hawai'i and Board of Education reached a tentative agreement on the next HSTA contract. This document includes information on the settlement. Details regarding [ratification](#) and [specific language](#) can be found at www.hsta.org or on HSTA's mobile app.

Contract Duration (Article XXVIII) (pg 45 of PDF)

Contract duration of four (4) years, effective July 1, 2023, through June 30, 2027. Reopener in 2025 to negotiate increased employer contributions towards the health benefit premiums.

Rationale: A four-year contract allows HSTA members to secure pay raises for 2023-2027. A reopener allows the opportunity to negotiate increases in the employer portion of the EUTF premium rates, as they are unknown in the outlying years of the contract.

Salary and Compensation (pg 32-36 of PDF)

View how your pay will change with this contract: [10-month](#) | [12-month](#)

1st Year – School Year 2023-2024

- Additional pay for 21 hours for job-embedded professional development and 3 professional development (PD) credits become permanent;
- Effective the first working day of the school year 2023-2024, all teachers shall receive a 2% across-the-board (ATB) increase;
- Teachers on Step 5–14A receive a step movement (excluding brand new hires);
- Teachers already on Step 14B 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 the 2021-2022 school year shall receive a \$3,000 one-time lump sum payment;
- Salary schedule modifications, eliminate instructor levels (Steps 1-3), create a single step for instructors (Step 4), 3% between Step 4 and Step 5, and extend Step 4 (to classes beyond Class IV).
- The parties also agreed to salary placement for those teachers without a bachelor's degree, but hold a Hawai'i Teacher Standards Board (HTSB) status to teach. See the new Memorandum of Understanding on Career and Technical Education (CTE) and Hawaiian Education ([pg 75-76 of PDF](#)).

2nd Year – School Year 2024-2025: Effective the first working day of school year 2024-2025, all teachers receive a 3% across-the-board (ATB) increase.

3rd Year – School Year 2025-2026: Effective the first working day of school year 2025-2026,

- Teachers on Step 5–14A receive a step movement (excluding brand-new hires);
- Teachers already on Step 14B 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.

4th Year – School Year 2026-2027: Effective the first working day of school year 2026-2027, teachers receive an across-the-board (ATB) increase of 3.5%.

information regarding salary continues on the next page

April 14, 2023 Settlement Agreement

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Rationale: While the HSTA sought significant changes to the salary schedule through a new salary construct, the employer was unwilling to make major changes to the current salary structure. On top of more than 9,000 members seeing an average of \$6,000 in compression adjustments in SY 2022-2023, teachers will see a 14.5% increase over the 4-year agreement, including a combination of step movements (bonuses for 14B) and enrichment to the base salary through across-the-board increases. The permanent incorporation of 21 hours of PD will continue to support teachers reclassifying.

Additional Compensation

Supplementary Pay (pg 64-66 of PDF)

Renews memorandum of agreement (MOU) with 50% increase in the amounts, adding mentor pay, and combining grade level chair/department head levels for all schools small and large, keeping the higher rate of \$1,900.

Supplementary Pay Increases

Grade Level Chair/Department Head - \$1,900	High School Band/Orchestra - \$5,600
Classroom Mentor Teachers	Middle School Band/Orchestra - \$2,800
➤ 1st yr - \$750	Drama - \$1,500
➤ 2nd yr - \$1,000	Chorus - \$1,500
Librarians - \$1,900	Large Ag/Farm - \$1,900
Asst. Athletic - \$2,100	Small Ag/Farm - \$1,500

Rationale: Supplemental pay has not been increased in many years; teachers should be compensated for the many hours of time put into the above tasks.

Creation of Class VIII in SY 2025-26 (pg 35 of PDF)

Class VIII will be 4% more than Class VII. Reclassification to the new Class VIII will require the following: credits earned after July 1, 2023, completion of Sheltered Instruction Qualification (SIQ), and use of SIQ credits are NOT restricted by date.

Rationale: While HSTA attempted to add more classes without restriction, due to costs, the employer would not agree to add a class without the requirements above. The employer also wanted to incentivize obtaining SIQ credit, and teachers seeking new PD opportunities. Note: by the third year of the contract, teachers will have earned six (6) new credits via 21 hours of job-embedded PD. If teachers have already earned their six SIQ credits (and have not already used them for reclassification), they will only have to earn three additional credits to qualify for reclassification to Class VIII in 2025.

Health Benefits - Employer Union Trust Fund (EUTF) (Article XXI) (pg 37-43 of PDF)

The state will increase the employer's contribution to medical and drug health premiums. [See the new contribution rates here.](#) Employer will continue its 60% share of the dental and vision plans and 100% contribution to life insurance plans. The employer agreed to raise the cap on premiums from 84.3% to 90%.

Rationale: The bargaining team's goal was to increase the employer's contribution to help offset rising health premiums. [Please be sure to review the full chart outlining the EUTF contribution changes.](#) The higher cap of 90% helps HSTA work toward its larger goal of at least one plan having 100% of the premium paid by the employer. The EUTF has extended open enrollment until May 12, 2023 to provide more time for changes in enrollment.

Working Conditions and Employee Rights

Recognition (Article I) (pg 2-3 of PDF)

Full and proper recognition of public charter schools in line with state law.

Rationale: Historically, the employer continued to resist adding charter recognition language to the contract despite charters being recognized in the law and in arbitration decisions. HSTA made this item a priority to ensure equitable recognition for our charter school members.

Association Rights, Personnel Packet (Article IV, L) (pg 9 of PDF)

Language change allows a change in personnel packets for new employees; packets will include information regarding digital access to the HSTA contract, and upon request, hard copy will be provided.

Rationale: The parties agreed to reduce cost and environmental impacts. Hard copy contracts will be provided to new hires upon request. [The contract is also available on our website](#) and the [new mobile HSTA app](#). In addition, HSTA will continue to print hard copies and supply them to school level leaders so they can provide hard copies to members upon request.

Grievance Procedure (Article V, Section G) (pg 11 of PDF)

When grievances involve more than one member (class grievance), normally the grievants do not attend. This language makes it clear that upon mutual agreement between the parties, multiple grievants can attend for purposes of providing evidence regarding the alleged violation(s).

Rationale: Expands HSTA's ability to have grievants present in meetings.

Sign In, Article VI, Section C (pg 12 of PDF)

Small non-substantive adjustment in language in preparation for potential electronic sign-in.

Rationale: The employer confirmed planning in process to secure an electronic sign-in procedure in the future. Electronic sign-in was one of HSTA's desired changes in the contract.

Traveling Teachers, Article VI (pg 13-15 of PDF)

The title will be changed from Traveling Teachers to Teacher Travel, becoming a more inclusive provision applying to all teachers. Official start time when flying for work increased from 60 to 90 minutes. Update mileage rates to delete all specific numbers and follow the official IRS mileage rate. All teachers will qualify for mileage when assigned to report to an alternate workstation.

Rationale: This section of the contract needed to be modernized, especially to address times when school administrators direct teachers to report to other sites for work (e.g., a conference center at a hotel).

Workload (Teaching Schedules) (Article VI, Section DD) (pg 16 of PDF)

Deletes the requirement for changes in bell schedules to be connected to standards-based reform or adding additional instructional time. Elimination of "secondary students shall have access to coursework in order to earn more than 6 credits per year"; replacing with simpler "all students shall have expanded course offerings."

Rationale: Language needed to be updated to match practices. The current language of "more than 6 credits" was problematic, especially at the middle school level. The changed language simplifies the bell schedule-building process and provides flexibility to schools.

Special Education (Article VI, Section HH) (pg 17-18 of PDF)

Change in language allows both special education and general education teachers the ability to use early release for IEP meetings. Elimination of the “where feasible” language regarding computers, phones, and teaching tools.

Rationale: The addition of early release for general education teachers allows more flexibility in scheduling IEP meetings. The elimination of “where feasible” acknowledges that computers and teaching tools are necessary for the work of special education teachers.

Assignments and Transfers (Article VII) (pg 19-21 of PDF) and Teacher Transfer Program Workgroup (MOU) (pg 73 of PDF)

The change expands the specialty teacher exceptions protection to elementary teachers in positions with no teacher certification (e.g., student services coordinators). Agreement to modify the selection and notice process for teacher transfer, providing a right to any teacher not selected to receive a written explanation as to why they were not selected for a posting. Non-substantive update to language that needed to be updated regarding the requirements for posting of tentative line assignments. Continuation of teacher transfer workgroup (see below).

Rationale: The employer was unwilling to make any substantive changes to the current teacher transfer process. They refused to expand transfer options for probationary 4 teachers, nor were they willing to increase the number of transfer periods per year. However, the parties were able to agree to the above changes, which will benefit teachers. HSTA finally succeeded, after many years, to obtain equity for elementary teachers who are in specialty areas. In addition, during the transfer process, teachers frequently express frustration about being left in the dark as to why they were not selected. The new language allows teachers to make and receive such a request.

Teacher Protection (Article X) (pg 22-27 of PDF) and Extended Emergency School Closures (new MOU) (pg 79-81 of PDF)

Addition of subtitles to Article X, making the sections easier to navigate and understand. New contract language includes providing protection of confidential personal contact information; the right to a workplace free from discrimination, harassment, and/or bullying; requirement of the administration to document action taken around health and safety complaints; and due process improvements for those teachers placed under investigation.

In addition, the parties agreed to a four-year pilot program to address emergency school closures. The pilot program will supersede Article X, Section G for the duration of the contract. The language in the pilot outlines a process to be used for extended emergency closures and how they impact teachers. The agreement includes a definition of “emergency” and how and when a school is closed; requires notice of the closure to HSTA; and allows for a pivot to an alternative instructional mode if the closure will be for more than three days.

The language also provides a timeline and protections for teachers, including requirements for equipment, resources, preparation time, and language which holds teachers harmless if they are unable to pivot due to extenuating circumstances related to the cause of the emergency closure. The timeline of an emergency closure includes the following: One day or less, teachers may be asked to use the time for self-directed teacher preparation or professional development (no expectation to report to campus); if the closure is two days long, the administration has the option to hold professional development or staff meetings, teachers will have the option to participate virtually; if the closure is for more than two days (three days or longer), the administration may trigger a pivot to an “alternative instructional mode.” In cases where the pivot lasts more than ten days, teachers will be provided a half-day to prepare for the students to return to campus.

Rationale: Outside of compensation increases, this topic was the most contentious at the negotiation table. Due to COVID-19 closures in the last three years, school closures and pivoting to other instructional modes have created disagreement along with many discussions, grievances, and even unfair labor practice complaints. This topic was a priority for the employer and they would not agree to a settlement without some sort of language change

addressing emergency school closures. In addition, the HSTA would not settle without an agreement to improve other areas of teacher protection. These changes were the result of those discussions.

Payroll Deductions (Article XIV) (pg 28 of PDF)

Non-substantive updates to language.

Rationale: Changes made to be in compliance with changes in the law.

Workday (Article XVI) (pg 29-31 of PDF)

The 21 hours of job-embedded professional development (21-hours) will be permanently incorporated into the contract. The language continues to provide three credits of professional development on an annual basis. The language also includes non-substantive updates to account for the longer work year.

Rationale: Members continuously rank this topic as a priority. Since 2013, we have had an agreement for 21-hours. However, we lost them in school year 2021-22 due to budget cuts. It was a priority for HSTA to secure the 21-hours on a more permanent basis with the continuation of the three PD credits. With this change, 10-month teachers report to campus for 189 days of work, the additional four days are broken down to one day for six hours of extended day and three days of 21-hours, for a total of 193 days of paid workdays.

Release Time (Article XXVI) (pg 44 of PDF)

Non-substantive changes to account for new four-year contract.

Rationale: This section is updated each time HSTA negotiates a new contract.

Renewals of Memoranda of Understanding (MOU)

The following MOUs will continue with the new contract.

- Ad Hoc Committee ([pg 46-47 of PDF](#))
- Exceptions to the Agreement ([pg 48-50 of PDF](#))
- Teacher Evaluation ([pg 51-60 of PDF](#))
- Expedited Appeals Process ([pg 61-63 of PDF](#))
- Licensing Fees ([pg 67-68 of PDF](#)) *Note: While the licensing board currently waives the fees, the Hawai'i Teachers Standards Board (HTSB) could change this position in the future.*

Rationale: Each of these topics is important, however, the employer was unwilling to permanently add to the contract. The HSTA did not want to give up the important benefits and due process protections provided by each of the MOUs, thus we agreed to renew with no changes.

Renewal and Creation of New Workgroups or Joint Committees

The following workgroups will continue or begin with the new contract.

English Learner (EL) Committee (MOU) (pg 69-70 of PDF)

Fact-finding and problem-solving operational and working conditions concerns for teachers assigned EL students.

Educator Effectiveness Joint Committee (MOU) (pg 54-55 of PDF)

Review design, validity, and reliability of the performance evaluation system for continuous improvement of design and implementation.

Special Education Committee (Article VI, HH) (pg 17-18 of PDF)

Fact-finding and problem-solving operation and working conditions related to the IEP process.

Student Discipline Workgroup (new MOU) ([pg 71-72 of PDF](#))

Research and recommended practices surrounding student discipline in schools have shifted in recent years, so there is a need to incorporate models of restorative practice in student behavior management. The workgroup will consider revisions to Article XI - Student Discipline as well as any related student discipline policies and procedures.

Hawaiian Education Workgroup (new MOU) ([pg 77-78 of PDF](#))

Fact-finding and problem-solving operational and working conditions concerns for teachers assigned in Hawaiian education, including funding, salary, staffing shortages, training and professional development, technology and educational resources, equitable access to Hawaiian language, and Ka Papahana Kaiapuni Hawai'i.

Career and Technical Education (CTE) Workgroup (new MOU) ([pg 77 of PDF](#))

Fact-finding and problem-solving operational and working conditions concerns for teachers assigned to career and technical education (CTE).

Leave Workgroup (new MOU) ([pg 74 of PDF](#))

Opportunities to improve the processes and procedures related to teachers' leave benefits, including revisions and improvement to sick leave and other related leave.

Teacher Transfer Program Workgroup ([pg 73 of PDF](#))

To work toward the possible development of a pilot transfer program that would improve the current transfer process, and expand transfer opportunities year-round for all teachers including probationary teachers.

Rationale: Each of the above topics is important, impacting teachers and students. Each group provides annual reports or recommendations for improvements.

Additional Agreements — Letters of Commitment ([pg 82 of PDF](#))

The superintendent agrees to issue memos regarding the following topics:

- Recall Pay: 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.
- End-of-Year Procedures: Clarification regarding end-of-year procedures and tasks, including teachers' last work day and report card printing and distribution.
- School-Based Budgeting Process: Clarification regarding the implementation of the school-based budgeting process, including training on the budgeting process.
- Employee Assistance Program (EAP): A commitment to maintain an EAP, subject to the availability of funding.

Rationale: There were a number of areas of discussion for which we could not reach a specific agreement to permanently change the language. However, the employer acknowledged the areas still needed to be addressed. Thus, there is a commitment, upon ratification, to consult with HSTA and issue memos regarding the above.