

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF HAWAII, THE BOARD OF EDUCATION,
THE DEPARTMENT OF EDUCATION AND
THE HAWAII STATE TEACHERS ASSOCIATION
(HAWAIIAN PERMIT)**

WHEREAS, this Memorandum of Understanding (MOU) is entered into this first day of July 2017 by and between the State of Hawai'i, the Board of Education, the Department of Education, (DOE) hereinafter collectively the "Employer", and the Hawaii State Teachers Association (Association) on behalf of teachers employed by the DOE or a Public Charter School, serving under a Hawaiian Permit in the areas of Kaia'olelo-Kaiapuni Hawai'i, Hawaiian Language Immersion, and/or Hawaiian Knowledge issued by the Hawaii Teachers Standards Board (HTSB), and assigned to teaching lines in Hawaiian Immersion, Hawaiian Language, and/or Hawaiian Studies.

WHEREAS, in accordance with Section 302A-802 of the Hawai'i Revised Statutes, the HTSB is directed to develop a plan to facilitate licensing for those who intend to teach in Hawaiian immersion programs in order to increase the number of teachers able to teach through the medium of Hawaiian language and/or in the subject area of Hawaiian knowledge. Effective September 16, 2016, the HTSB approved criteria for awarding a special permit to individuals identified by the DOE's Office of Hawaiian Education as eligible to fill critical shortage vacancies in the areas of Kaia'olelo-Kaiapuni Hawai'i, Hawaiian Language Immersion, and Hawaiian Knowledge classrooms. HTSB has identified the permit as "Hawaiian Permit."

NOW THEREFOERE, the Employer and the Association agree to the following conditions related to the employment of these teachers:

1. These teachers shall be covered by the Bargaining Unit 5 Agreement.
2. These teachers shall have a Hawaiian Permit in the area(s) of Kaia'olelo-Kaiapuni Hawai'i, Hawaiian Language Immersion, and/or Hawaiian Knowledge issued by the HTSB.
3. These teachers shall be designated as Temporary Teaching Appointment Agreement (TTAA) employees until such time as the teacher completes HTSB licensing requirements for a provisional, standard, or advanced license.
4. These teachers shall be paid as follows:
 - Teachers entering employment without a Bachelor's degree and with a Hawaiian Permit shall be paid at the salary designated for Class III, Step 3.
 - Teachers entering employment with a Bachelor's degree and with a Hawaiian Permit shall be paid at the salary designated for Class IV, Step 3.
5. If a teacher with a Hawaiian Permit in the area(s) of Kaia'olelo-Kaiapuni Hawai'i, Hawaiian Language Immersion, and/or Hawaiian Knowledge successfully obtains a provisional, standard, or advanced license, he/she will be placed immediately in the appropriate class and step of the salary schedule for teachers who have completed a state approved teacher education program (SATEP).
6. A teacher who enters employment with a Hawaiian Permit is not eligible to utilize teacher reclassification guidelines to move to a higher salary classification. Only after obtaining a bachelor's degree and completing a SATEP may the teacher utilize the prevailing teacher

reclassification guidelines in order to move to Class III and higher.

7. Teachers with a Hawaiian Permit are not eligible to earn probation credit toward tenure.
8. Teachers with a Hawaiian Permit shall be eligible to be reappointed to their positions provided no tenured staff reduced or unassigned probationary teacher requires reassignment.
9. Teachers with a Hawaiian Permit shall not be placed in any other position than the one for which they hold a Hawaiian Permit.
10. Teachers covered by this MOU shall be required to comply with all applicable rules, regulations, policies and procedures, as well as all collective bargaining requirements. Some collective bargaining requirements would be lesson plans, campus supervision, attendance at faculty meetings, etc.
11. Teachers shall receive all benefits provided by the Bargaining Unit 5 Agreement except as modified by the terms and conditions of this MOU.
12. The parties may amend this MOU as circumstances warrant. Either party must give written notice of their desire to amend this MOU no less than thirty (30) calendar days prior to the request to meet to propose said amendments.

This MOU contains the complete agreement between the parties and shall expire on June 30, 2019.

FOR THE EMPLOYER
STATE OF HAWAII

FOR THE ASSOCIATION
HAWAII STATE TEACHERS ASSOCIATION

Board of Education



Its Chairperson



Its Executive Director

Department of Education



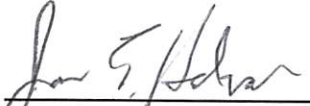
Its Superintendent

Office of Collective Bargaining



Its Chief Negotiator

APPROVED AS TO FORM:



Deputy Attorney General